



City of Sunnyvale

Notice and Agenda City Council

Tuesday, February 6, 2024

5:00 PM

Online and Council Chambers, City Hall,
456 W. Olive Ave., Sunnyvale, CA 94086

**Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 6 PM |
Regular Meeting - 7 PM**

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>

Public Participation

- *In-person participation: You may provide public comment by filling out a speaker card (optional) and giving it to the City Clerk.*

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

The Mayor may determine it would be impractical to include remote public comment during Oral Communications.

- *Online participation: You may provide audio public comment by connecting to the meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone):*

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>

Meeting call-in telephone number: 833-548-0276 | Meeting ID: 961 1158 0540

*(*9 to request to speak | *6 to unmute/mute)*

- *Watch the City Council meeting at <http://youtube.com/SunnyvaleMeetings> or on television over Comcast Channel 15, AT&T Channel 99*

- *Submit written comments to the City Council no later than 4 hours prior to the meeting start to council@sunnyvale.ca.gov or by mail to:*

City Clerk, 456 W. Olive Ave., Sunnyvale, CA 94086

- Review recordings of this meeting and past meetings at <https://sunnyvaleca.legistar.com/calendar.aspx> or <http://youtube.com/SunnyvaleMeetings>

Accessibility/Americans with Disabilities Act (ADA) Notice

Pursuant to the Americans with Disabilities Act (ADA), if you need special assistance to provide public comment, or for other special assistance; please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the City Clerk may be reached at 408-730-7483 or cityclerk@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Call to Order

Call to Order in the Council Chambers (Open to the Public).

Roll Call

Public Comment

The public may provide comments regarding the Closed Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda. Closed Sessions are not open to the public.

Convene to Closed Session

Convene to Closed Session in the Council Conference Room (Closed to the Public).

A [24-0227](#) Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

Adjourn Special Meeting

6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Call to Order

Call to Order in the Council Chambers

Roll Call**Study Session**

The public may provide comments regarding the Study Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda.

- B** [24-0226](#) Update Regarding the Levine Act (California Government Code 84308)

Adjourn Special Meeting**7 P.M. COUNCIL MEETING**

Pursuant to Council Policy, City Council will not begin consideration of any agenda item after 11:30 p.m. without a vote. Any item on the agenda which must be continued due to the late hour shall be continued to a date certain. Information provided herein is subject to change from date of printing of the agenda to the date of the meeting.

CALL TO ORDER

Call to Order in the Council Chambers

SALUTE TO THE FLAG**ROLL CALL****CLOSED SESSION REPORT****SPECIAL ORDER OF THE DAY**

- C** [24-0087](#) SPECIAL ORDER OF THE DAY - Black History Month

ORAL COMMUNICATIONS

The Mayor may determine it would be impractical to include remote public comment during Oral Communications for the purpose of timeliness of the meeting or conducting an orderly meeting. Such a determination shall be made prior to opening public comment on Oral Communications.

This category provides an opportunity for members of the public to address the

City Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Council to take action on an item not listed on the agenda. If you wish to address the Council, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

- 1.A [24-0071](#) Approve City Council Meeting Minutes of December 12, 2023

Recommendation: Approve the City Council Meeting Minutes of December 12, 2023 as submitted.

- 1.B [24-0079](#) Approve City Council Meeting Minutes of January 9, 2024

Recommendation: Approve the City Council Meeting Minutes of January 9, 2024 as submitted.

- 1.C [24-0014](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Recommendation: Approve the list(s) of claims and bills.

- 1.D [24-0016](#) Accept Fiscal Year 2023/24 Transportation Development Act Article 3 Funding in the Amount of \$160,000, and Approve Budget Modification No. 12 to Appropriate the Grant Funding to Fund a New Project - Install Sidewalk on Poplar Avenue

Recommendation: Accept Fiscal year 2023/24 Transportation Development Act Article 3 Funding in the amount of \$160,000 from the Metropolitan Transportation Commission and Approve Budget Modification No. 12 to appropriate \$160,000 to fund a new project, Install Sidewalk on Poplar Avenue.

- 1.E [24-0150](#) Award of Six (6) Temporary Personnel Service Agreements Totalling \$2,200,000 for On-Call Temporary Staffing Services for Plan Check, Inspections and Permitting Support Staff

Services for Community Development (F23-168)

Recommendation: Take the following actions:

- Award six (6) three-year Temporary Personnel Service Agreements to the following firms: 4Leaf, Inc. with a contract amount not to exceed \$400,000; BPR Consulting Group, Inc. with a contract amount not to exceed \$400,000; CSG Consultants, Inc. with a contract amount not to exceed \$400,000; Shums Coda Associates, Inc. (SCA) with a contract amount not to exceed \$400,000; TRB & Associates Inc. with a contract amount not to exceed \$400,000; and Interwest, Inc. with a contract amount not to exceed \$200,000 in substantially the formats shown in Attachments 1 to 6 to the report;
- Authorize the City Manager to execute the agreements when all conditions have been met; and
- Authorize the City Manager to amend the not-to-exceed amounts and to renew the contracts for up to two (2) additional one-year periods, subject to available budget, need and if pricing and services remain acceptable to the City.

1.F [24-0186](#)

Amend an Existing Contract in the Amount to \$419,916 with Solitude Lake Management LLC, DBA Aquatic Environments for On-Call Maintenance of Vegetation for the Water Pollution Control Plant Ponds (F23-09) for a New Not-to-Exceed amount of \$839,832

Recommendation: Take the following Actions:

- Authorize the City Manager to execute the first Amendment in substantially the same form as Attachment 2 to the report, to an existing Service Agreement with Solitude Lake Management LLC, DBA: Aquatic Environments; and
- Authorize the City Manager to amend the not-to-exceed amount and to extend the contract for three (3) additional one-year periods, subject to available budget and if pricing and services remain acceptable to the City.

1.G [24-0284](#)

Review the City's 2024 Code of Ethics and Conduct for Elected and Appointed Officials

Recommendation: Review and reaffirm the 2024 Code of Ethics and Conduct for Elected and Appointed Officials with no changes from the January 9, 2024 Code as set forth in Attachment 1 of the report.

1.H [24-0285](#) Approve 2024 Board and Commission Annual Work Plans

Recommendation: Approve the 2024 Work Plans as submitted.

1.I [24-0301](#) Adopt Ordinance No. 3223-24 to add By-Right Approvals (Chapter 19.73) to the Sunnyvale Municipal Code, Designate Parcels Subject to By-Right Approval, and Make Related Amendments to Chapters 19.12 (Definitions), Zoning Districts and Specific Plan Districts - Areas, Residential (19.18), Commercial (19.20), Office and Public Facilities (19.24), Downtown Specific Plan (19.28), Moffett Park Specific Plan (19.29), Lawrence Station Area Plan (19.35), El Camino Real Specific Plan (19.36), Inclusionary Below Market Rate Ownership Housing Program (19.67), and Miscellaneous Plan Permit (19.82)

Recommendation: Adopt Ordinance No. 3223-24 to add By-Right Approvals (Chapter 19.73) to the Sunnyvale Municipal Code, designate parcels subject to By-Right Approval, and make related amendments to Chapters 19.12 (Definitions), Zoning Districts and Specific Plan Districts - Areas, Residential (19.18), Commercial (19.20), Office and Public Facilities (19.24), Downtown Specific Plan (19.28), Moffett Park Specific Plan (19.29), Lawrence Station Area Plan (19.35), El Camino Real Specific Plan (19.36), Inclusionary Below Market Rate Ownership Housing Program (19.67), and Miscellaneous Plan Permit (19.82)

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearing/general business item, please refer to notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.

2 [24-0069](#) Introduce an Ordinance to Amend Section 16.62.330 (Installation of Manufactured Homes section within the

Floodplain Management Chapter) of Chapter 16.62 (Floodplain Management) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Sections 15268 and 15308 and Public Resources Code Section 21080(b)(1)

Recommendation: Alternative 1: Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15268 and 15308 and Public Resources Code Section 21080(b)(1) and introduce an Ordinance to amend Section 16.62.330 (Installation of Manufactured Homes section within the Floodplain Management Chapter) of Chapter 16.62 (Floodplain Management) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code (Attachment 1 to the report).

- 3 [24-0255](#) Adopt Positions on State and Local Ballot Measures for the March 5, 2024 Election

Recommendation: Alternative 1:
Adopt the following staff-recommended positions on the ballot measures deemed City business, including any items where staff recommends Council remain neutral (take no position).
SUPPORT - Measure C - Sunnyvale School District School Bonds 55% Vote
TAKE NO POSITION - Proposition 1 - Authorizes \$6.38 Billion in Bonds to Build Mental Health Treatment Facilities for Those With Mental Health and Substance Use Challenges; Provides Housing for the Homeless. Legislative Statute.

- 4 [24-0230](#) Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase the Salary Range for the Director of NOVA Workforce Services

Recommendation: Alternative 1: Adopt a Resolution amending the City's Salary Resolution and Schedule of Pay to increase the Salary Range for the Director of NOVA Workforce Services.

- 5 [24-0282](#) Adopt a Resolution and Approve an Amendment to Housing Assistance Agreement for City Manager Kent Steffens Extending the Home Loan Repayment Term

Recommendation: Staff makes no recommendation. This report is developed to facilitate conversation for the public hearing and action by the City Council.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

Visit <http://Sunnyvale.ca.gov/TCMAC> to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.

24-0165	Tentative Council Meeting Agenda Calendar
24-0187	Board/Commission Meeting Minutes
24-0188	Information/Action Items
24-0278	Mayoral Announcement of Mayoral Appointment of Councilmembers to Intergovernmental Assignments (Information Only)

ADJOURNMENT

NOTICE TO THE PUBLIC

The agenda reports to council (RTCs) may be viewed on the City's website at sunnyvale.ca.gov after 7 p.m. on Thursdays or at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue, during normal business hours, prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located on the fourth floor of City Hall at 456 W. Olive Avenue, during normal business hours and in the Council Chambers on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at 408-730-7483 for

specific questions regarding the agenda.

PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing.

PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.

Planning a presentation for a City Council meeting?

To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" available at <http://Sunnyvale.ca.gov/PublicComments>

Planning to provide materials to Council?

If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the Office of the City Clerk. The City Clerk will distribute your items to the Council.

Upcoming Meetings

Visit <https://sunnyvaleca.legistar.com> for upcoming Council, board and commission meeting information.



City of Sunnyvale

Agenda Item

24-0227

Agenda Date: 2/6/2024

Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney



City of Sunnyvale

Agenda Item

24-0226

Agenda Date: 2/6/2024

Update Regarding the Levine Act (California Government Code 84308)



City of Sunnyvale

Agenda Item

24-0087

Agenda Date: 2/6/2024

SPECIAL ORDER OF THE DAY - Black History Month



City of Sunnyvale

Agenda Item

24-0071

Agenda Date: 2/6/2024

SUBJECT

Approve City Council Meeting Minutes of December 12, 2023

RECOMMENDATION

Approve the City Council Meeting Minutes of December 12, 2023 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

City Council

Tuesday, December 12, 2023

5:00 PM

Online and Council Chambers, City Hall,
456 W. Olive Ave., Sunnyvale, CA 94086

**Special Meeting: Closed Session - 5 PM | Regular Meeting - 7 PM | Joint Meeting with
Sunnyvale Financing Authority - 7 PM**

5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Call to Order

Vice Mayor Din called the meeting to order at 5:01 p.m.

Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Omar Din
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Richard Mehlinger
Councilmember Murali Srinivasan
Councilmember Linda Sell

Councilmember Srinivasan participated via teleconference.

Public Comment

Public Comment opened at 5:04 p.m.

No speakers.

Public Comment closed at 5:04 p.m.

Convene to Closed Session

Council convened to Closed Session in the Council Conference Room at 5:04 p.m.

A [23-1130](#) CONFERENCE WITH LEGAL COUNSEL-EXISTING
LITIGATION Closed Session Held Pursuant to Paragraph (1)
of Subdivision (d) of California Government Code Section
54956.9: Name of Cases: Madison Reading v. City of
Sunnyvale, et al. and Daniel Aguilar, Keena Lochner vs. City of

Sunnyvale, et al., Santa Clara County Superior Court, Case
Nos. 20CV372833 and 20CV373012

B [23-1128](#) Closed Session Held Pursuant to California Government Code
Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Interim City Attorney

Adjourn Special Meeting

Vice Mayor Din adjourned the meeting at 6:48 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Klein called the meeting to order at 7:00 p.m.

SALUTE TO THE FLAG

Mayor Klein led the salute to the United States flag.

ROLL CALL

Present: 7 - Mayor Larry Klein
Vice Mayor Omar Din
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Richard Mehlinger
Councilmember Murali Srinivasan
Councilmember Linda Sell

Councilmember Srinivasan participated via teleconference.

CLOSED SESSION REPORT

Vice Mayor Din reported that met in Closed Session Conference with Legal Counsel
Pending Litigation Closed Session Held Pursuant to California Government Code
Section 54956.9(d)(1): Name of Case: Madison Reading, et al. v City of Sunnyvale,
et al., Santa Clara County Superior Court, Case No. 20CV372833; nothing to report.

Vice Mayor Din reported that met in Closed Session Held Pursuant to California
Government Code Section 54957: PUBLIC EMPLOYEE APPOINTMENT Title:

Interim City Attorney; nothing to report.

ORAL COMMUNICATIONS

Martin Pyne, Political Director, Democratic Club of Sunnyvale, announced the upcoming Club's holiday party.

CONSENT CALENDAR

Public Comment opened at 7:07 p.m.

No speakers.

Public Comment closed at 7:07 p.m.

MOTION: Vice Mayor Din moved and Councilmember Melton seconded the motion to approve agenda items 1.A through 1.J.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Din
Councilmember Melton
Councilmember Cisneros
Councilmember Mehlinger
Councilmember Srinivasan
Councilmember Sell

No: 0

1.A [23-0284](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Approve the list(s) of claims and bills.

1.B [23-0574](#) Receive and File the FY 2022/23 Annual Status Report on Receipt and Use of Development Impact Fees and Adopt a Resolution Approving Findings Regarding Unspent Impact Fees and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15378(b)(4) of the CEQA Guidelines

Receive and file the FY 2022/23 Annual Status Report on receipt and use of development impact fees and adopt a Resolution making findings regarding unspent impact fees as required by the Mitigation Fee Act (California Government Code Section 66000 et seq.) and find that the action is exempt from the California

Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines.

- 1.C** [23-0650](#) Authorize Amending an Existing Contract with Questica, Inc., to Renew Annual Software Maintenance, Support, and Hosting for Three Years (F23-166)

Take the following actions:

- Authorize the City Manager to execute the First Amendment, in substantially the same form as Attachment 1 to the report, to an existing contract with Questica Inc., to extend the term for three years in a total contract amount for the extension period not to exceed \$301,570.80; and
- Authorize the City Manager to amend the not-to-exceed amount, subject to available budget, providing pricing and services remain acceptable to the City.

- 1.D** [23-1045](#) Reject All Bids Received for the Peery Park Area Transportation Improvements (PW23-16) and Make a Finding that the Action Does Not Constitute a “Project” Within the Meaning of the California Environmental Quality Act Guidelines Section 15378(b)(4)

Reject all bids received in response to Invitation for Bids PW23-16 Peery Park.

- 1.E** [23-0898](#) Award of Three On-Call Contracts Totaling \$1,125,000 for Consulting Support for Solid Waste Services (F23-112)

Take the following actions:

- Award Three (3) three-year on-call Consultant Service agreements for solid waste services to the following firms: SCS Engineers, with a contract amount not to exceed \$450,000; J.R. Miller and Associates Inc, with a contract amount not to exceed \$375,000; and HF&H, LLC., with a contract amount not to exceed \$300,000, in substantially the same form as Attachments 1 to 3 to the report;
- Authorize the City Manager to execute the agreements when all conditions have been met;
- Authorize the City Manager to increase the contracts up to budgeted amounts; and
- Authorize the City Manager to renew the contracts for up to two additional years based on available funding, need, acceptable pricing, and service.

- 1.F** [23-1056](#) Award of a Contract to PBK Architects, Inc. in the Amount of \$2,364,140 for Design and Construction Support Services for Fire Station 2 - New Construction Project (F24-003)

Take the following actions:

- Award a Consultant Services Agreement in an amount not-to-exceed \$2,364,140 in substantially the same form as Attachment 1 to the report, to PBK Architects, Inc.;
- Approve a 10% a contingency in the amount of \$236,140; and
- Authorize the City Manager to execute the contract when all necessary conditions have been met.

1.G [23-1079](#) Award of Contract in the Amount of \$256,654.17 to Bear Electrical Solutions Inc. to Provide Street Name Sign Removal and Replacement; and Finding of California Environmental Quality Act (CEQA) Categorical Exemption Pursuant to CEQA Guidelines Section 15301 (F23-170)

Take the following actions:

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 which applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use;
- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$256,654.17 to Bear Electrical Solutions Inc. of Alviso, CA;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Approve a 10% contingency in the amount of \$25,665.

1.H [23-0990](#) Award of Thirteen (13) On-Call Contracts for Engineering Support Services Totaling \$7,700,000 Over a Four-Year Period and Make a Finding of California Environmental Quality Act (CEQA) Categorical Exemption (F23-171)

Take the following actions:

- Award thirteen (13) four-year on-call engineering support services contracts in substantially the same form as Attachments 1 through 13 to the report to: Bellecci in a total amount not to exceed of \$1,000,000; BKF Engineers in a total amount not to exceed \$1,000,000; Wilsey Ham in a total amount not to exceed \$1,000,000; CSG Consultants in a total amount not to exceed \$1,000,000; Schaaf & Wheeler In a total amount not to exceed \$500,000; Siegfried in a total amount not to exceed \$500,000; Mark Thomas & Company in a total amount not to exceed \$500,000; Nichols Consulting Engineers in a total amount not to exceed \$500,000; Advanced Design Consultants in a total amount not to exceed \$400,000; Salas O'Brien in a total amount not to exceed \$400,000; Kimley Horn & Associates in a total amount not to

exceed \$300,000; TJKM Transportation Consultants in a total amount not to exceed \$300,000; and W-Trans in a total amount not to exceed \$300,000;

- Authorize the City Manager to execute the contracts when all necessary conditions have been met;
- Authorize the City Manager to increase the contracts up to the budgeted amount;
- Authorize the City Manager to extend the term of each contract for up to one (1) additional one (1) year period based upon available funding, need, acceptable pricing and service;
- Authorize the City Manager to modify each contract's compensation schedule subject to negotiated pricing; and
- Make a finding of California Environmental Quality Act (CEQA) Categorical exemption pursuant to CEQA Guidelines Section 15378 (a).

- 1.I** [23-1103](#) Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to (1) Update Pay Rates for Casual/Temporary Classifications to Reflect the January 1, 2024 Sunnyvale Minimum Wage of \$18.55 per Hour, and (2) Increase the Councilmember and Mayor Stipend Amounts Pursuant to City Charter Section 605

Adopt a Resolution amending the City's Salary Resolution and Schedule of Pay to (1) update Pay Rates for Casual/Temporary Classifications to reflect the January 1, 2024 Sunnyvale Minimum Wage of \$18.55 per hour, and (2) Increase the Councilmember and Mayor Stipend amounts Pursuant to City Charter Section 605.

- 1.J** [23-1107](#) Appoint Lee Lambert to the NOVA Workforce Board
- Appoint Lee Lambert to the NOVA Workforce Board.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [23-1120](#) Adopt a Resolution to Amend the General Plan by Adopting the 2023-2031 Housing Element and Adopt a Negative Declaration for the 2023-2031 Housing Element

Housing Specialist Ryan Dyson provided the staff report and presentation.

Public Hearing opened at 8:07 p.m.

Martin Pyne, Planning Commission Chair, reported the Planning Commission's recommendation to approve the Housing Element.

Chuck Fraleigh, Livable Sunnyvale, communicated their support for adopting the Housing Element.

Agnes Veith spoke in support for adopting the Housing Element.

Mike Serrone shared their support for adopting the Housing Element and complimented the City's efforts to address community input.

Gail Rubino voiced their support of adopting the Housing Element and Sunnyvale's efforts to address community input.

Maria shared their concerns regarding public infrastructure that has fallen in disrepair.

Reva Kondura, Silicon Valley@Home, communicated their support for adopting the Housing Element and provided comments on the California Department of Housing and Community Development's (HCD) response to Sunnyvale's Housing Element.

Public Hearing closed at 8:23 p.m.

MOTION: Councilmember Mehlinger moved and Vice Mayor Din seconded the motion to approve Alternative 1: Make the findings and adopt the Resolution in Attachment 2 to the report to:

- a. Adopt the Negative Declaration in Attachment 3 to the report; and
- b. Amend the General Plan by Adopting the 2023-2031 Housing Element as included as Exhibit A.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Din
Councilmember Melton
Councilmember Cisneros
Councilmember Mehlinger
Councilmember Srinivasan
Councilmember Sell

No: 0

City Council took a recess at 8:48 p.m. and reconvened at 8:55 p.m. with all Councilmembers present; Councilmember Srinivasan participated via teleconference.

- 3 [23-0588](#) Increase Construction Contingency by \$3,600,000 from \$14,277,594 to \$17,877,594 for the Civic Center Phase 1 Project and Authorize the City Manager or Designee to Execute Change Order Number 254 in the Amount of \$4,394,208.92

Director of Public Works Chip Taylor provided the staff report and presentation.

Public Hearing opened at 9:12 p.m.

No speakers on this agenda item.

Public Hearing closed at 9:15 p.m.

MOTION: Vice Mayor Din moved and Councilmember Melton seconded the motion to approve Alternative 1: Increase Construction Contract Contingency with Hensel Phelps Construction Co. by \$3,600,000 from \$14,277,594 to \$17,877,594 for the Civic Center Phase 1 Project and authorize the City Manager or designee to execute Change Order Number 254 in the amount of \$4,394,208.92.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
 Vice Mayor Din
 Councilmember Melton
 Councilmember Cisneros
 Councilmember Mehlinger
 Councilmember Srinivasan
 Councilmember Sell

No: 0

ADJOURNMENT TO JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

7 P.M. (OR SOON THEREAFTER) JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY

Call to Order

Authority Chair / Mayor Klein called the Joint Meeting of the City Council and Sunnyvale Financing Authority to order at 9:25 p.m.

Roll Call

Present: 7 - Authority Chair / Mayor Klein
Authority Vice Chair / Vice Mayor Din
Authority Member / Councilmember Melton
Authority Member / Councilmember Cisneros
Authority Member / Councilmember Mehlinger
Authority Member / Councilmember Srinivasan
Authority Member / Councilmember Sell

Authority Member / Councilmember Srinivasan participated via teleconference.

Oral Communications

No speakers.

Consent Calendar

Public Comment opened at 9:31 p.m.

No speakers.

Public Comment closed at 9:31 p.m.

MOTION: Authority Vice Chair Din moved and Authority Member Mehlinger seconded the motion to approve agenda item 4.A.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Din
Authority Member Russ Melton
Authority Member Alysa Cisneros
Authority Member Mehlinger
Authority Member Srinivasan
Authority Member Sell

No: 0

4.A [23-1101](#) Approve Sunnyvale Financing Authority Meeting Minutes of

June 20, 2023

Approve the Sunnyvale Financing Authority Meeting Minutes of June 20, 2023 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

- 5 [23-0955](#) Receive and File the FY 2022/23 Budgetary Year-End Financial Report, Annual Comprehensive Financial Report (ACFR), the Sunnyvale Financing Authority Financial Report, Agreed Upon Procedure Reports, and the Report to the City Council Issued by the Independent Auditors, and Approve Budget Modification No. 8 in the Amount of \$32,787,289

Director of Finance Tim Kirby and Grace Zhang, Auditor, Maze & Associates, provided the staff report and presentation.

Public Hearing opened at 10:48 p.m.

No speakers.

Public Hearing closed at 10:48 p.m.

City Council

MOTION: Councilmember Melton moved and Councilmember Sell seconded the motion to approve Alternative 1: Receive and file the Fiscal Year (FY) 2022/23 Budgetary Year-End Financial Report, Annual Comprehensive Financial Report (ACFR), the Sunnyvale Financing Authority Financial Report, Agreed Upon Procedure Reports, and the Report to the City Council Issued by the Independent Auditors, and approve Budget Modification No. 8 in the amount of \$23,853,572.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
 Vice Mayor Din
 Councilmember Melton
 Councilmember Cisneros
 Councilmember Mehlinger
 Councilmember Srinivasan
 Councilmember Sell

No: 0

Sunnyvale Financing Authority

MOTION: Authority Member Melton moved and Authority Member Sell seconded the motion to approve Alternative 3: Receive and file the FY 2022/23 Sunnyvale Financing Authority Financial Report.

The motion carried with the following vote:

Yes: 7 - Authority Chair Klein
Authority Vice Chair Din
Authority Member Russ Melton
Authority Member Alysa Cisneros
Authority Member Mehlinger
Authority Member Srinivasan
Authority Member Sell

No: 0

ADJOURN JOINT MEETING OF THE CITY COUNCIL AND SUNNYVALE FINANCING AUTHORITY MEETING

Chair / Mayor Klein adjourned the meeting at 11:01 p.m.

RECONVENE TO CITY COUNCIL MEETING

City Council took a recess at 11:01 p.m. and reconvened at 11:10 p.m. with all Councilmembers present; Councilmember Srinivasan participated via teleconference.

PUBLIC HEARINGS/GENERAL BUSINESS CONTINUED

- 6 [23-0791](#) Consider Amending the Employment Agreement between the City of Sunnyvale and City Manager Kent Steffens to Increase the City Manager's Salary and Modify Certain Benefits

City Manager Kent Steffens recused them self from this agenda item due to a conflict of interest - City Manager's compensation.

Director of Human Resources Tina Murphy provided the staff report.

Public Hearing opened at 11:16 p.m.

No speakers.

Public Hearing closed at 11:16 p.m.

MOTION: Councilmember Melton moved and Councilmember Mehlinger seconded the motion to approve Alternative 1: Provide direction on City Manager salary and benefit changes; authorize the Mayor to approve an amendment to the City Manager's Employment Agreement, in a form approved by the City Attorney, consistent with the City Council's approved salary and benefit direction; and, if home loan repayment changes are approved, authorize the Mayor and Subcommittee to work with staff to determine final language to amend the home loan agreement and take appropriate actions to implement such an amendment.

FRIENDLY AMENDMENT: Councilmember Mehlinger offered a friendly amendment to remove the language "if home loan repayment changes are approved" from the motion. Councilmember Melton accepted the friendly amendment.

The motion as amended carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Din
Councilmember Melton
Councilmember Cisneros
Councilmember Mehlinger
Councilmember Srinivasan
Councilmember Sell

No: 0

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Melton reported they have been reappointed as chair of the Santa Clara County Local Agency Formation Commission (LAFCO).

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Melton requested there be a list of upcoming projects in the Community Development Department.

Councilmember Sell proposed a study issue to explore the feasibility of converting the PG&E lots facing Ramona Avenue, Lois Avenue, and/or Dona Avenue into an open green space linear park for the community.

Mayor Klein, Vice Mayor Din, and Councilmembers Melton, Cisneros, Mehlinger, and Srinivasan co-sponsored the study issue.

Councilmember Mehlinger inquired about the parking requirements study issue and the study's parameters.

Director of Community Development Trudi Ryan spoke to the scope of the parking requirements study issue.

Councilmember Mehlinger shared their concerns regarding the timeline for receiving the study issue report and upcoming deadline for proposing new study issues.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

- | | |
|--------------------------------|--|
| <u>23-1058</u> | Tentative Council Meeting Agenda Calendar |
| <u>23-1093</u> | Information/Action Items |
| <u>23-1106</u> | Local Appointments List - Maddy Act (Information Only) |

ADJOURNMENT

Mayor Klein adjourned the meeting at 11:43 p.m.



City of Sunnyvale

Agenda Item

24-0079

Agenda Date: 2/6/2024

SUBJECT

Approve City Council Meeting Minutes of January 9, 2024

RECOMMENDATION

Approve the City Council Meeting Minutes of January 9, 2024 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

City Council

Tuesday, January 9, 2024

5:00 PM

Online and Council Chambers, City Hall,
456 W. Olive Ave., Sunnyvale, CA 94086

**Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 5:30 PM |
Regular Meeting - 7 PM**

5 P.M. SPECIAL COUNCIL MEETING Closed Session)

Call to Order

Vice Mayor Din called the meeting to order at 5:01 p.m.

Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Omar Din
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Richard Mehlinger
Councilmember Murali Srinivasan
Councilmember Linda Sell

Public Comment

Public Comment opened at 5:03 p.m.

No speakers.

Public Comment closed at 5:03 p.m.

Convene to Closed Session

Council convened to Closed Session in the Council Conference Room at 5:04 p.m.

A [24-0166](#) Closed Session Held Pursuant to California Government Code
Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

Adjourn Special Meeting

Vice Mayor Din adjourned the meeting at 5:31 p.m.

5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)

Call to Order

Vice Mayor Din called the meeting to order at 5:35 p.m.

Roll Call

Present: 7 - Mayor Larry Klein
Vice Mayor Omar Din
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Richard Mehlinger
Councilmember Murali Srinivasan
Councilmember Linda Sell

Study Session

B [24-0091](#) Sunnyvale Public Library Outreach Results

Director of Public Works Chip Taylor, Assistant City Engineer Allison Boyer, Director of Library & Recreation Services Michelle Perera, and David Schnee, Group 4 Architecture provided the staff report and presentation.

Public Comment opened at 6:54 p.m.

No speakers.

Public Comment closed at 6:54 p.m.

Adjourn Special Meeting

Vice Mayor Din adjourned the meeting at 6:55 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Klein called the meeting to order at 7:04 p.m.

SALUTE TO THE FLAG

Mayor Klein led the salute to the United States flag.

ROLL CALL

Present: 7 - Mayor Larry Klein
Vice Mayor Omar Din
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Richard Mehlinger
Councilmember Murali Srinivasan
Councilmember Linda Sell

CLOSED SESSION REPORT

Vice Mayor Din reported that met in Closed Session Held Pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE APPOINTMENT Title: City Attorney; nothing to report.

SPECIAL ORDER OF THE DAY

C [24-0084](#) Recognition of Outgoing City Attorney

Mayor Klein and City Manager Kent Steffens spoke in honor of the outgoing City Attorney John Nagel.

City Attorney John Nagel provided remarks on their service as Sunnyvale City Attorney.

Public Comment opened at 7:18 p.m.

Glen Hendricks voiced their appreciation to City Attorney John Nagel for their years of service.

Steve Scandalis shared their experiences with City Attorney John Nagel.

Tara Martin Milius communicated their appreciation to City Attorney John Nagel for their years of public service.

Public Comment closed at 7:23 p.m.

ORAL COMMUNICATIONS

Smyan Shanbhag spoke in support of Silicon Valley (SV) Hopper as another public transportation option for residents and students.

Leela Menon communicated their support for SV Hopper as a public transportation option that will address commuting concerns for students.

Aayushma Adhikari shared their support for SV Hopper as a public transportation

option for residents and students.

Elisa Floyd, Student Trustee, Fremont Union High School District Board, communicated their support for SV Hopper and the need for alternative transportation options for students.

Mike Serrone voiced their support for Sunnyvale joining the SV Hopper service.

Peggy Brewster, Sunnyvale Equity in Education (SEE), spoke in support of SV Hopper and how it could be used to study the feasibility of permitted shuttles in North Sunnyvale.

Eric Krock communicated their support for the proposed study issue to explore converting the PG&E lots into open park space.

Rod Sinks provided a presentation on how SV Hopper can benefit Sunnyvale and its residents.

Mike Johnson, Executive Director, Sunnyvale Downtown Association, spoke in support of a Sunnyvale partnering with SV Hopper to provide additional transportation options to residents.

Margaret Lawson shared their support for SV Hopper service in Sunnyvale.

Lauren Ledbetter, SEE, voiced their support for SV Hopper and advocated for a budget modification to support the service.

Truth shared their appreciation for Sunnyvale allowing remote public comment as a way to participate in public meetings.

Reena Agarwal spoke in support for expanding SV Hopper transportation services to Sunnyvale.

Tara Martin-Milius communicated their support for Sunnyvale partnering with SV Hopper.

Kristal Wickham provided their support for SV Hopper starting service in Sunnyvale.

Agnes Veith spoke in support for SV Hopper's transportation services.

Daniel Howard communicated alternative public transportation options to consider when deciding whether or not to partner with SV Hopper.

Councilmember Sell announced details for the current recruitment for the Personnel Board.

City Council took a recess at 8:18 p.m. and reconvened at 8:26 p.m. with all City Councilmembers present.

CONSENT CALENDAR

Public Comment opened at 8:26 p.m.

Kristal Wickham requested agenda item. 1.G be pulled from the Consent Calendar.

Public Comment closed at 8:27 p.m.

MOTION: Vice Mayor Din moved and Councilmember Mehlinger seconded the motion to approve agenda items 1.A through 1.F. and 1.H.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Din
Councilmember Melton
Councilmember Cisneros
Councilmember Mehlinger
Councilmember Srinivasan
Councilmember Sell

No: 0

1.A [24-0193](#) Approve City Council Meeting Minutes of November 28, 2023
Approve the City Council Meeting Minutes of November 28, 2023 as submitted.

1.B [24-0195](#) Approve City Council Meeting Minutes of December 5, 2023
Approve the City Council Meeting Minutes of December 5, 2023 as submitted.

1.C [24-0012](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager
Approve the list(s) of claims and bills.

1.D [24-0189](#) Adopt a Resolution Enabling the City of Sunnyvale to Amend

a Financing Agreement with the State of California for up to \$322,060,000 in Clean Water State Revolving Funds to Fund the City of Sunnyvale Secondary Treatment and Dewatering Facilities Project

Adopt a Resolution enabling the City of Sunnyvale to amend a Financing Agreement with the State of California for the new amount of \$322,060,000 in Clean Water State Revolving Funds to fund the Secondary Treatment and Dewatering Facilities Project.

- 1.E** [24-0159](#) Award of Consultant Service Agreement with a Contract Amount Not-to-Exceed \$1,200,000 to V & A Consulting Engineers, Inc. for WPCP Yard Piping Condition Assessment (F24-001) and Find the Project is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15378(a)

Take the following actions:

- Award a Consultant Service Agreement in substantially the same form as Attachment 1 to the report in an amount not-to-exceed \$1,200,000 to V & A Consulting Engineers, Inc. of Oakland;
- Approve an 8.3% contingency in the amount of \$100,000;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Find the Project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).

- 1.F** [24-0098](#) Award of Consultant Services Agreement with a Contract Amount Not-to-Exceed \$831,398 to BKF Engineers for Evelyn Avenue Multi-Use Trail Project (F23-173) and Find the Project is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15378 (a)

Take the following actions:

- Award a Consultant Services Agreement in substantially the same form as Attachment 1 to the report in an amount not-to-exceed \$831,398 to BKF Engineers of San Jose;
- Approve a 10% contingency in the amount of \$83,140;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Find the Project exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (a).

- 1.G** [24-0096](#) Award of Contract to Balch Petroleum Contractors and

Builders, Inc. in the Amount of \$997,850 for Upgrading of Fuel Tanks at Corporation Yard Project; Finding of California Environmental Quality Act (CEQA) Exemption Pursuant to CEQA Guidelines Section 15301(c); and Approval of Budget Modification No. 9 in the amount of \$285,000 (PW23-22)

Public Hearing opened at 8:32 p.m.

Kristal Wickham questioned if installing underground fuel tanks is the best option and if this action aligns with Sunnyvale's climate goals.

Public Comment closed at 8:34 p.m.

MOTION: Councilmember Melton moved and Councilmember Mehlinger seconded the motion to take the following actions:

- Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$997,850 to Balch Petroleum Contractors and Builders, Inc.;
- Approve a 10% construction contingency in the amount of \$97,785;
- Authorize the City Manager to execute the contract when all necessary conditions have been met;
- Make a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c); and
- Approve Budget Modification No. 9 in the amount of \$285,000.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Din
Councilmember Melton
Councilmember Cisneros
Councilmember Mehlinger
Councilmember Srinivasan
Councilmember Sell

No: 0

1.H [24-0095](#) Adopt a Resolution to Summarily Vacate an Unimproved Portion of a Street Easement (9224 O.R. 225) Located Adjacent to 1225 Vienna Drive

Adopt a Resolution to summarily vacate an unimproved portion of the 66-foot wide street easement (9224 O.R.) located adjacent to 1225 Vienna Drive; and authorize and direct the City Clerk to record a certified copy of the Resolution, attested by the City Clerk under seal, with the Santa Clara County Recorder's Office.

PUBLIC HEARINGS/GENERAL BUSINESS

**2 [24-0092](#) Selection of Vice Mayor for a One-Year Term Effective
January 9, 2024**

Mayor Klein opened the floor for nominations for Vice Mayor.

Vice Mayor Din nominated Councilmember Melton to serve as Vice Mayor. They accepted the nomination.

Councilmember Sell nominated Councilmember Srinivasan to serve as Vice Mayor. They accepted the nomination.

Mayor Klein closed the nominations and invited the nominees to speak to their nomination.

Councilmember Melton provided remarks.

Councilmember Srinivasan provided remarks.

Public Hearing opened at 8:54 p.m.

Truth spoke in support of nominating a Vice Mayor from a diverse background.

Public Hearing closed at 8:56 p.m.

City Council discussed the nominees for Vice-Mayor.

Mayor Klein called for the vote on the first nominee, Russ Melton.

The nomination failed with the following vote:

Yes: 2 - Councilmember Melton
Councilmember Din

No: 0

Abstain: 5 - Mayor Klein
Councilmember Cisneros
Councilmember Srinivasan
Councilmember Mehlinger
Councilmember Sell

Mayor Klein called for the vote on the second nominee, Murali Srinivasan.

The nomination carried with the following vote:

Yes: 7 - Mayor Klein
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Srinivasan
Councilmember Mehlinger
Councilmember Sell

No: 0

Councilmember Srinivasan was selected to serve as Vice Mayor for a one-year term effective January 9, 2024, expiring on the first regular meeting in January 2025.

Councilmember Srinivasan provided additional comments on their selection as Vice Mayor.

Yes: 2 - Vice Mayor Din
Councilmember Melton

No: 0

Abstain: 5 - Mayor Klein
Councilmember Cisneros
Councilmember Mehlinger
Councilmember Srinivasan
Councilmember Sell

- 3** [24-0093](#) Appoint Councilmembers to Intergovernmental Assignments;
Ratify Appointments of Councilmembers Made by Outside
Agencies; Take Action to Modify, Create, or Terminate Council
Subcommittees; Approve Amendments to Council Policy
7.2.19 (Boards and Commissions)

Public Hearing opened at 9:18 p.m.

No speakers.

Public Hearing closed at 9:18 p.m.

1.a. Community Member Appointments

MOTION: Councilmember Mehlinger moved and Councilmember Din seconded the motion to appoint Alex Bonne to the VTA - Bicycle and Pedestrian Advisory Committee.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

1.b. Board and Commission Liaison Assignments

MOTION: Councilmember Din moved and Councilmember Sell seconded the motion to appoint Councilmembers to Board and Commission Liaison Assignments with the following modification from the staff report: Councilmember Mehlinger to be the Council Liaison for the Heritage Preservation Commission from July - Dec. 2024.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

1.c. Council Subcommittees – Standing Committees

Councilmembers expressed interests and preferences in appointments to standing committees.

MOTION: Councilmember Din moved and Vice Mayor Srinivasan seconded the motion to appoint Councilmember Cisneros the Subcommittee of Board and Commissions by replacing Mayor Klein and no changes to the standing committee – Community Event and Neighborhood Grant Distribution Subcommittee.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

1.d. Appointments to External IGR Agencies

Councilmembers expressed interests and preferences in appointments to external intergovernmental agencies.

MOTION: Councilmember Din moved and Vice Mayor Cisneros seconded the motion to approve the following appointments to external IGR agencies:

Association of Bay Area Governments (ABAG) General Assembly: Srinivasan
Association of Bay Area Governments (ABAG) General Assembly, Alternate: Din
Bay Area Water Supply and Conservation Agency (BAWSCA) Board of Directors: Mehlinger
Santa Clara County Comprehensive Expressway Planning Study Policy Advisory Board: Cisneros
Santa Clara County Comprehensive Expressway Planning Study Policy Advisory Board, Alternate: Sell
North Valley (NOVA) Job Training Consortium Workforce Board Nomination Committee: Cisneros
Moffett Field Restoration Advisory Board (RAB): Mehlinger
San Francisco Bay Area Regional Water System Financing Authority (RFA) Board of Directors: Mehlinger
South Bay Salt Ponds Restoration Project Stakeholders: Mehlinger
Silicon Valley Clean Energy Authority (SCCEA) Board of Directors: Klein

Silicon Valley Clean Energy Authority (SCCEA) Board of Directors, Alternate:
Srinivasan

Valley Transportation Authority (VTA) Board of Directors: Din

Valley Transportation Authority (VTA) State Route (SR) 85 Corridor Policy Advisory
Board (PAB): Srinivasan

Valley Transportation Authority (VTA) State Route (SR) 85 Corridor Policy Advisory
Board (PAB), Alternate: Mehlinger

Valley Transportation Authority (VTA) Policy Advisory Committee (PAC): Sell

Valley Transportation Authority (VTA) Policy Advisory Committee (PAC), Alternate:
Cisneros

Water Emergency Transportation Authority Community Advisory Committee:
Mehlinger

Valley Water Commission: Cisneros

Valley Water Commission, Alternate: Srinivasan

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

2.a. Mayor Klein announced appointments outlined in 2.a. would be announced at a
future Council meeting.

2.b. Mayor Klein announced appointments outlined in 2.b. would be announced at a
future Council meeting.

3.a. Appointments Made by Outside Agencies

MOTION: Councilmember Din moved and Councilmember Melton seconded the
motion to ratify outside agency appointments as written.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

MOTION: Councilmember Din moved and Vice Mayor Srinivasan seconded the motion to approve amendments to Council Policy 7.2.19 on Board and Commissions included in the report.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Srinivasan
Councilmember Mehlinger
Councilmember Sell

No: 0

City Council took a recess at 9:39 p.m. and returned at 9:46 p.m. with all Councilmembers present.

4 [24-0097](#) Approve Calendar Year 2024 Community Events and
Neighborhood Grant Program Applications

Youth and Family Resources Manager Angela Chan provided the staff report and presentation.

Public Hearing opened at 10:06 p.m.

Martin Pyne commented on how to foster additional neighborhood associations in the less represented areas of Sunnyvale.

Public Hearing closed at 10:08 p.m.

MOTION: Vice Mayor Srinivasan moved and Councilmember Cisneros seconded

the motion to approve Alternative 1: Approve Option 1 funding levels for Community Events with the reduction of \$587 from the Holi event and approve Option 2 funding levels for Neighborhood Grants.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

- 5 [24-0201](#) Amend the Code of Ethics and Conduct for Elected and Appointed Officials Related to Remote Public Comment During Oral Communications

City Attorney John Nagel provided the staff report.

Public Hearing opened at 10:33 p.m.

Martin Pyne voiced the need for further guidance to Board and Commission Chairs on how to implement such a policy.

Agnes Veith spoke to the need for training and guidance to Board and Commission Chairs on how to implement the policy.

Ruth Silver Taube communicated their concerns with limiting remote public comment during oral communications.

Public Hearing closed at 10:37 p.m.

MOTION: Councilmember Mehlinger moved and Councilmember Melton seconded the motion to eliminate remote public comment during oral communications.

MOTION TO SUBSTITUTE: Councilmember Din moved and Councilmember Mehlinger seconded the motion to substitute the entirety of the motion with "approve Alternative 1: Amend the Code of Ethics and Conduct for Elected and Appointed Officials as shown in Attachment 1 to the report."

FRIENDLY AMENDMENT TO THE SUBSTITUTE MOTION: Councilmember Cisneros offered a friendly amendment to add the language “in the event that it would be impracticable to entertain remote public comment during oral communications for the purpose of timeliness or conducting an orderly meeting” to the policy change. Councilmember Din and Mehlinger accepted the friendly amendment.

The substitute motion as amended carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

MOTION: Councilmember Din moved and Councilmember Mehlinger seconded the motion to approve Alternative 1: Amend the Code of Ethics and Conduct for Elected and Appointed Officials as shown in Attachment 1 to the report, adding, “in the event that it would be impracticable to entertain remote public comment during oral communications for the purpose of timeliness or conducting an orderly meeting.”

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

At this time Council heard agenda item 7.

7 [24-0157](#) Appointment of Interim City Attorney and Approval of
Employment Agreement

Director of Human Resources Tina Murphy provided the staff report.

Public Hearing opened at 11:22 p.m.

No speakers.

Public Hearing closed at 11:22 p.m.

MOTION: Councilmember Din moved and Councilmember Mehlinger seconded the motion to approve Alternative 1: Appoint Rebecca Moon as Interim City Attorney and authorize the Mayor to execute the employment agreement in substantially the form attached to the report.

The motion carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

8 [24-0094](#) Determine the 2024 Seating Arrangements for City Council

City Clerk David Carnahan provide the staff report.

Public Hearing opened at 11:27 p.m.

No speakers.

Public Hearing closed at 11:27 p.m.

By consensus and in the order of seniority, Council determined the seating arrangements for 2024 as follows:

Mayor Klein will remain in the Mayor's seat (Seat 4).

Vice Mayor Srinivasan selected to take Seat 5.

Councilmember Melton selected to take Seat 3.

Councilmember Cisneros selected to take Seat 7.

Councilmember Din selected to take Seat 1.

Councilmember Mehlinger selected to take Seat 6

Councilmember Sell selected to take Seat 2.

MOTION: Councilmember Din moved and Councilmember Melton seconded the motion to continue agenda item 24-0001 to the January 23, 2024 City Council meeting.

The motion failed with the following vote:

Yes: 3 - Councilmember Melton
Councilmember Cisneros
Councilmember Din

No: 4 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Mehlinger
Councilmember Sell

- 6 [24-0001](#) Review the Council Policy 7.3.19 (Council Meetings) Process for City Council Colleague Memorandums to Propose new Agenda Items and Consider Amendments to the Process and/or an Extension of the Process Beyond January 31, 2024

City Clerk David Carnahan provided the staff report.

Public Hearing opened at 11:33 p.m.

Member of the public spoke in favor of allowing Councilmembers to individually agendaize items on their own.

Public Hearing closed at 11:35 p.m.

MOTION: Councilmember Din moved and Councilmember Sell seconded the motion to approve Alternative 3: Amend Council Policy 7.3.19 (Council Meetings) to make the process for City Council Colleague Memorandums to propose new agenda items permanent.

The motion carried with the following vote:

Yes: 7 - Mayor Klein

Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to hear the remainder of agenda items.

The motion carried with the following vote:

Yes: 5 - Vice Mayor Srinivasan
Councilmember Melton
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 2 - Mayor Klein
Councilmember Cisneros

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Mayor Klein provided a report on a recent Silicon Valley Clean Energy Board meeting.

Councilmember Mehlinger reported on a Caltrain Local Policy Marker Group memorandum that they received.

NON-AGENDA ITEMS & COMMENTS

-Council

MOTION: Councilmember Sell moved and Councilmember Din seconded the motion to agendaize an item to explore the viability of the Silicon Valley (SV) Hopper service operating in Sunnyvale and potential grant opportunities.

FRIENDLY AMENDMENT: Councilmember Melton offered a friendly amendment to consider discontinuing Study Issue DPW 23-06-Evaluate Range of Options for Shuttle Service and Alternative Transportation Options for Fremont and Homestead High School Students Who Live in North Sunnyvale, if the SV Hopper program is

pursued. Councilmember Sell and Din accepted the friendly amendment.

The motion as amended carried with the following vote:

Yes: 7 - Mayor Klein
Vice Mayor Srinivasan
Councilmember Melton
Councilmember Cisneros
Councilmember Din
Councilmember Mehlinger
Councilmember Sell

No: 0

Councilmember Melton proposed a budget issue to increase staffing levels of the Traffic Safety Unit. Mayor Klein, Vice Mayor Srinivasan, and Councilmembers Cisneros, Din, Mehlinger, and Sell co-sponsored the budget issue.

Councilmember Melton proposed a budget issue implement the burglary suppression unit year-round. Mayor Klein, Vice Mayor Srinivasan, and Councilmembers Cisneros, Din, Mehlinger, and Sell co-sponsored the budget issue.

Councilmember Melton proposed a study issue to evaluate current service levels and explore ways to improve the service of the Sunnyvale's vehicle abatement program. Councilmember Din co-sponsored the budget issue.

-City Manager

City Manager Kent Steffens announced the information only report Comparison of Sunnyvale Development Fees and Processing Times to Comparable Cities (Residential Development).

INFORMATION ONLY REPORTS/ITEMS

<u>24-0072</u>	Tentative Council Meeting Agenda Calendar
<u>24-0073</u>	Board/Commission Meeting Minutes
<u>24-0074</u>	Information/Action Items
<u>24-0191</u>	Comparison of Sunnyvale Development Fees and Processing Times to Comparable Cities (Residential Development)

[24-0085](#)

Council Advocacy Letters

ADJOURNMENT

Mayor Klein adjourned the meeting in honor of Patrick Scott at 11:59 p.m.



City of Sunnyvale

Agenda Item

24-0014

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

BACKGROUND

Pursuant to Sunnyvale Charter Section 802(6), the City Manager has approved for payment claims and bills on the following list(s); and checks have been issued.

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
215	1-07-24 through 1-13-24	\$11,159,032.93
216	1-14-24 through 1-20-24	\$3,715,762.30

Payments made by the City are controlled in a variety of ways. In general, payments are reviewed by the appropriate City staff for compliance with the goods or services provided. Any discrepancies are resolved and re-submitted for payment. Different levels of dollar amounts for payments require varying levels of approval within the organization. Ultimately payments are reviewed and processed by the Finance Department. Budgetary control is set by Council through the budget adoption resolution.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Tim Kirby, Director of Finance
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. List(s) of Claims and Bills Approved for Payment

City of Sunnyvale

LIST # 215

**List of All Claims and Bills Approved for Payment
For Payments Dated 01/07/2024 through 01/13/2024**

Sorted by Payment Type, Payment Number and Invoice Number

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
CHECK	XXXXX4761	01/09/2024	Aerator Solutions	11,750.39	5441	Motor	11,750.39	0.00	\$11,750.39
	XXXXX4762	01/09/2024	AgreeYa Solutions Inc	13,020.00	254740	F Schulze Dec 23	13,020.00	0.00	\$13,020.00
	XXXXX4763	01/09/2024	Al Clancy & Assoc	595.00	COS23101	Consultation Services	595.00	0.00	\$595.00
	XXXXX4764	01/09/2024	Alhambra	26.99	19768402 010124 LIB	Water	26.99	0.00	\$26.99
	XXXXX4765	01/09/2024	Alta Planning + Design Inc	28,469.00	304.0002022. 207-9	Design Services for SNAIL	28,469.00	0.00	\$28,469.00
	XXXXX4766	01/09/2024	Amazon Capital Services Inc	196.37	11FN-NL43-3TD9	Nan Choi	196.37	0.00	\$2,173.06
				62.86	11KK-LMM4-WHM3	Rafael Bayani	62.86	0.00	
				46.36	13DL-NT9K-FCQJ	Nan Choi	46.36	0.00	
				10.90	161W-W79D-7YK1	Geraldo Cadenas	10.90	0.00	
				11.96	1963-4NTD-G3GC	Michelle Tabios	11.96	0.00	
				15.54	197H-796L-J46J	Lisa Mason	15.54	0.00	
				262.00	1CMP-NQTF-LDTW	Laura Bryan	262.00	0.00	
				46.27	1F7W-CFLG-CWV3	Geraldo Cadenas	46.27	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				87.29	1F7W-CFLG-PXG4	Geraldo Cadenas	87.29	0.00	
				21.60	1FJ3-W4RV-K1TT	Devin Diazoni	21.60	0.00	
				305.32	1FVR-RWX1-HJ99	Carmen Villegas	305.32	0.00	
				523.64	1GJP-6PTJ-VXQY	Rebecca Elizondo	523.64	0.00	
				297.56	1H4F-FMF3-QPRJ	Rene Huerta	297.56	0.00	
				28.89	1NC1-FNGJ-3KT7	Devin Diazoni	28.89	0.00	
				20.72	1Q19-3CQK-FP3G	Nan Choi	20.72	0.00	
				151.77	1Q1M-YK4Q-G1C6	Nan Choi	151.77	0.00	
				43.64	1V99-9W1W-4NWT	Reiko Yoshidome	43.64	0.00	
				40.37	1YF9-WT17-4DNP	Phyllis Chan	40.37	0.00	
	XXXXX4767	01/09/2024	American Leak Detection	1,290.00	52568A	Correlator / Survey Service	1,290.00	0.00	\$1,290.00
	XXXXX4768	01/09/2024	AppleOne Employment Services	429.80	01 6762097	FLEET Wknd 11/25/23	429.80	0.00	\$4,225.30
				902.58	01-6752469	FLEET Wknd 11/11/23	902.58	0.00	
				429.80	01-6756800	Fleet Wknd 11/18/23	429.80	0.00	
				2,463.12	01-6762098	FIN Wknd 11/25/23	2,463.12	0.00	
	XXXXX4769	01/09/2024	Bayscape Management Inc	15,282.70	33409	Demo and maintenance	15,282.70	0.00	\$31,134.40
				13,616.20	33578	Demo & Maintenance	13,616.20	0.00	
				993.50	33983	Monthly Maintenance Sep 23	993.50	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				621.00	33984	Monthly Maintenance Nov 23	621.00	0.00	
				621.00	33985	Monthly Maintenance Oct 23	621.00	0.00	
	XXXXX4770	01/09/2024	Bear Electrical Solutions Inc	9,975.00	AdvncDlmma ZnPhsII#05	TR-19-02	9,975.00	0.00	\$9,975.00
	XXXXX4771	01/09/2024	Belkorp AG LLC	513.68	938080	Parts	513.68	0.00	\$513.68
	XXXXX4772	01/09/2024	Berlitz Languages Inc	110.00	001-274-23-02892	Testina SOPI	110.00	0.00	\$110.00
	XXXXX4773	01/09/2024	Burtons Fire Inc	223.65	S62816	Parts	223.65	0.00	\$391.37
				167.72	S62827	Parts	167.72	0.00	
	XXXXX4774	01/09/2024	C Overaa & Co	3,895.00	230613	Payment Application 2	3,895.00	0.00	\$3,895.00
	XXXXX4775	01/09/2024	CaliCaracas LLC	537.50	000064	Meal Kits 10/10/23	537.50	0.00	\$1,612.50
				537.50	000065	Meal Kits 10/17/23	537.50	0.00	
				537.50	000066	Meal Kits	537.50	0.00	
	XXXXX4776	01/09/2024	California Bank of Commerce	15,444.28	SafeRoutesT oSchool#04	TR-18-05	15,444.28	0.00	\$15,444.28
	XXXXX4777	01/09/2024	California Newspapers Partnership	422.00	0006794076	Ad AC#2083317	422.00	0.00	\$2,016.16
				1,190.16	0006795429	Ad AC#2083317	1,190.16	0.00	
				191.00	0006795842	AD AC#2083317	191.00	0.00	
				213.00	0006799574	Ad AC#2083317	213.00	0.00	
	XXXXX4778	01/09/2024	Callaway Golf Co	910.32	936546446	Golf Store	910.32	0.00	\$910.32
	XXXXX4779	01/09/2024	Caltest Analytical Laboratory	573.80	714920	Chemical Analysis	573.80	0.00	\$573.80
	XXXXX4780	01/09/2024	Carbonic Service Inc	258.41	549166	Fountain Supplies	258.41	0.00	\$1,064.49
				317.20	549566	Fountain Supplies	317.20	0.00	
				273.68	550144	Fountain Supplies	273.68	0.00	
				215.20	555532	Fountain Supplies	215.20	0.00	
	XXXXX4781	01/09/2024	CentralSquare Technologies, LLC	151,489.53	393991	Annual Mnt Fee 1/1-12/31/24	151,489.53	0.00	\$151,489.53

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4782	01/09/2024	Chang Tai Do Karate & Fitness	4,944.96	CTD2023ND	Karate classes Nov/Dec 23	4,944.96	0.00	\$4,944.96
	XXXXX4783	01/09/2024	Cintas Loc #38K	12.24	4172720029	Uniform	12.24	0.00	\$351.58
				6.89	4172720136	Uniform	6.89	0.00	
				44.94	4172720155	Uniform	44.94	0.00	
				12.24	4173412072	Uniform	12.24	0.00	
				6.89	4173412459	Uniform	6.89	0.00	
				77.16	4173412621	Uniform	77.16	0.00	
				11.25	4174190236	Uniform	11.25	0.00	
				6.89	4174190649	Uniform	6.89	0.00	
				44.94	4174190771	Uniform	44.94	0.00	
				12.24	4174896768	Uniform	12.24	0.00	
				6.89	4174897144	Uniform	6.89	0.00	
				44.94	4174897225	Uniform	44.94	0.00	
				12.24	4175552287	Uniform	12.24	0.00	
				6.89	4175552931	Uniform	6.89	0.00	
				44.94	4175553105	Uniform	44.94	0.00	
	XXXXX4784	01/09/2024	Coast Counties Peterbilt	2,063.31	0144042S	Parts & Labor	2,063.31	0.00	\$2,063.31
	XXXXX4785	01/09/2024	D & M Traffic Services Inc	157.14	92887	Banding Roll	157.14	0.00	\$157.14
	XXXXX4786	01/09/2024	David J Powers & Assoc Inc	12,983.50	30421	Fremont gas station redev	12,983.50	0.00	\$12,983.50
	XXXXX4787	01/09/2024	Downtown Ford Sales	59,459.86	5149	2023 FORD F-250 SUPERCAB PICK UP	59,459.86	0.00	\$59,459.86
	XXXXX4788	01/09/2024	Elliot McDonald	2,772.00	EM2023ND	Volleyball 11/6-12/18/2023	2,772.00	0.00	\$2,772.00
	XXXXX4789	01/09/2024	Ennis-Flint Inc	927.57	276497	Paints	927.57	0.00	\$6,375.09
				5,447.52	450380	Paints	5,447.52	0.00	
	XXXXX4790	01/09/2024	Environmental Innovations Inc	9,228.35	2335	22/23 Sunnyvale Foodware	9,228.35	0.00	\$11,368.35
				2,140.00	2375	22/23 Sunnyvale	2,140.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Foodware			
	XXXXX4791	01/09/2024	EOA Inc	4,029.10	SU58-0623	Labor June 2023	4,029.10	0.00	\$4,029.10
	XXXXX4792	01/09/2024	ESA	2,313.00	191247	Stevens Creek Ln Repair	2,313.00	0.00	\$2,313.00
	XXXXX4793	01/09/2024	Facility Solutions Group Inc	2,381.76	5406564-00	Supplies	2,381.76	0.00	\$2,381.76
	XXXXX4794	01/09/2024	FedEx	55.38	8-284-25009	Mail	55.38	0.00	\$504.75
				55.38	8-298-81532	Mail	55.38	0.00	
				80.25	8-306-33898	Mail	80.25	0.00	
				68.77	8-340-92326	Mail	68.77	0.00	
				229.87	8-348-67445	Mail	229.87	0.00	
				15.10	8-363-16183	Mail	15.10	0.00	
	XXXXX4795	01/09/2024	First Foundation Bank	21,590.00	CivicCenter#35	PR-19-06	21,590.00	0.00	\$46,315.00
				24,725.00	CivicCenter#36	PR-19-06	24,725.00	0.00	
	XXXXX4796	01/09/2024	FitGuard Inc	271.40	0000208585	Preventative Maintenance	271.40	0.00	\$271.40
	XXXXX4797	01/09/2024	Gardenland Power Equipment	3,409.62	1059936	Supplies	3,409.62	0.00	\$9,821.11
				278.74	1062166	Parts	278.74	0.00	
				1,660.53	1064506	Supplies	1,660.53	0.00	
				3,468.19	1064961	FPO PGT-2256 Partial Pay	3,468.19	0.00	
				1,004.03	1064998	FPO PGT-2256 Partial Pay	1,004.03	0.00	
	XXXXX4798	01/09/2024	GCS Environmental Equipment Services Inc	637.57	27854	Parts	637.57	0.00	\$637.57
	XXXXX4799	01/09/2024	Golden Gate Truck Center	88.35	FA005237682:01	Parts	88.35	0.00	\$88.35
	XXXXX4800	01/09/2024	Golden State Emergency Vehicle	168.73	CI042243	Parts	168.73	0.00	\$241.98
				73.25	CI042407	Parts	73.25	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Service Inc						
	XXXXX4801	01/09/2024	Grainger	5,751.99	7116464764	Supplies	5,751.99	0.00	\$23,930.91
				13,994.06	7117482401	Supplies	13,994.06	0.00	
				1,144.37	9929665595	Supplies	1,144.37	0.00	
				191.24	9941300601	Supplies	191.24	0.00	
				364.16	9943334020	Supplies	364.16	0.00	
				931.91	9943334038	Supplies	931.91	0.00	
				1,553.18	9944530303	Supplies	1,553.18	0.00	
	XXXXX4802	01/09/2024	Granicus Inc	1,600.00	176609	Custom Numbered List	1,600.00	0.00	\$1,600.00
	XXXXX4803	01/09/2024	Graniterock Co	1,726.77	2135285	Aggregate and Asphalt	1,726.77	0.00	\$1,726.77
	XXXXX4804	01/09/2024	Hach Co Inc	380.59	13844107	Supplies	380.59	0.00	\$567.62
				187.03	13854909	Chemicals	187.03	0.00	
	XXXXX4805	01/09/2024	Haute Cuisine Inc	5,048.00	444-2023	Dec 23 Lunches	5,048.00	0.00	\$5,048.00
	XXXXX4806	01/09/2024	Hensel Phelps Construction Co	369,777.75	CivicCenter#3 5	PR-19-06	369,777.75	0.00	\$839,552.75
				469,775.00	CivicCenter#3 6	PR-19-06	469,775.00	0.00	
	XXXXX4807	01/09/2024	Hensel Phelps Construction Co.	4,233.90	204043-58002	Refund: 465 W Olive Av Hydnt	4,233.90	0.00	\$4,233.90
	XXXXX4808	01/09/2024	Heritage Landscape Supply Group Inc	264.07	0013261458-001	Parts	264.07	0.00	\$928.76
				323.77	0013726357-001	Parts	323.77	0.00	
				340.92	0013750958-001	Parts	340.92	0.00	
	XXXXX4809	01/09/2024	Home Depot USA Inc d/b/a The Home Depot Pro	121.70	782896241	Supplies	121.70	0.00	\$121.70
	XXXXX4810	01/09/2024	Hoya Vision	225.05	02427343	Cervantes E	225.05	0.00	\$225.05

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4811	01/09/2024	Imperial Dade	2,631.76	15332176	Supplies	2,631.76	0.00	\$2,631.76
	XXXXX4812	01/09/2024	InfraTerra Inc	10,660.00	SUN-001-INV 9	Seimic Engineering Study	10,660.00	0.00	\$10,660.00
	XXXXX4813	01/09/2024	International Contact Inc	2,219.05	I-09625	Translation	2,219.05	0.00	\$2,219.05
	XXXXX4814	01/09/2024	Interstate Auto Sales	103,181.53	VIN #1FDNF6DE1 NDF04954	Used Ford F650 Dump	103,181.53	0.00	\$172,561.01
				69,379.48	VIN #1FDUF4GN 8REC36075	Used FORD F-450	69,379.48	0.00	
	XXXXX4815	01/09/2024	Intex Auto Parts	33.14	2-57099-16	Parts	33.14	0.00	\$33.14
	XXXXX4816	01/09/2024	Jack Doheny Company	4,184.08	213585	Equipment & Supplies	4,184.08	0.00	\$4,792.86
				608.78	214802	Supplies	608.78	0.00	
	XXXXX4817	01/09/2024	Javelco Equipment Service Inc	144.83	61218	Parts	144.83	0.00	\$144.83
	XXXXX4818	01/09/2024	Kelly Spicers Stores	514.62	11506353	Supplies	514.62	0.00	\$514.62
	XXXXX4819	01/09/2024	Kidz Love Soccer	7,021.68	KLS2023ND	Soccer 11/11-12/12/2023	7,021.68	0.00	\$7,021.68
	XXXXX4820	01/09/2024	Krystal Ruddy	165.00	204	Marketing Consulting Services	165.00	0.00	\$165.00
	XXXXX4821	01/09/2024	Kurt Nunn	910.60	29223	Office Furniture	910.60	0.00	\$910.60
	XXXXX4822	01/09/2024	L N Curtis & Sons Inc	283.70	INV777765	Supplies	283.70	0.00	\$283.70
	XXXXX4823	01/09/2024	LandCare USA LLC	14,933.41	681167	Baseball Field Renovation	14,933.41	0.00	\$14,933.41
	XXXXX4824	01/09/2024	Liebert Cassidy Whitmore	283.50	256572	Legal Services	283.50	0.00	\$283.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4825	01/09/2024	Mallory Safety & Supply LLC	1,430.63	5790795	Stores Inventory	1,430.63	0.00	\$1,430.63
	XXXXX4826	01/09/2024	Mamba GaGa LLC	5,698.25	2200S	Ball Pit	5,698.25	0.00	\$5,698.25
	XXXXX4827	01/09/2024	McMaster Carr Supply Co	109.51	19561588	Supplies	109.51	0.00	\$438.04
				328.53	19605777	Supplies	328.53	0.00	
	XXXXX4828	01/09/2024	Mission Linen Service	104.34	520595790	Linen Svc	104.34	0.00	\$2,604.57
				103.71	520595792	Linen Svc	103.71	0.00	
				149.70	520595798	Linen Svc	149.70	0.00	
				104.34	520595799	Linen Svc	104.34	0.00	
				85.44	520595804	Linen Svc	85.44	0.00	
				105.60	520595805	Linen Svc	105.60	0.00	
				104.34	520637788	Linen Svc	104.34	0.00	
				103.71	520637790	Linen Svc	103.71	0.00	
				149.70	520637796	Linen Svc	149.70	0.00	
				104.34	520637797	Linen Svc	104.34	0.00	
				85.44	520637802	Linen Svc	85.44	0.00	
				105.60	520637803	Linen Svc	105.60	0.00	
				104.34	520673842	Linen Svc	104.34	0.00	
				103.71	520673844	Linen Svc	103.71	0.00	
				149.70	520673849	Linen Svc	149.70	0.00	
				104.34	520673850	Linen Svc	104.34	0.00	
				85.44	520673855	Linen Svc	85.44	0.00	
				97.65	520673856	Linen Svc	97.65	0.00	
				104.34	520713538	Linen Svc	104.34	0.00	
				103.71	520713540	Linen Svc	103.71	0.00	
				149.70	520713545	Linen Svc	149.70	0.00	
				104.34	520713546	Linen Svc	104.34	0.00	
				85.44	520713551	Linen Svc	85.44	0.00	
				105.60	520713552	Linen Svc	105.60	0.00	
	XXXXX4829	01/09/2024	Mitali Gupta	340.20	MG2023ND	Xtrim Bollywood Nov/Dec 23	340.20	0.00	\$340.20
	XXXXX4830	01/09/2024	NAPA Auto Parts	-39.28	5983-876206	5983-869786 &	-39.28	0.00	\$138.13

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						5983-814015			
				-158.63	5983-885457	Invoice 5983-869785	-158.63	0.00	
				28.01	5983-891648	Parts	28.01	0.00	
				45.55	5983-891655	Parts	45.55	0.00	
				19.62	5983-892020	Parts	19.62	0.00	
				31.38	5983-892070	Parts	31.38	0.00	
				23.33	5983-892176	Parts	23.33	0.00	
				35.80	5983-892659	Parts	35.80	0.00	
				18.91	5983-892702	Parts	18.91	0.00	
				29.40	5983-892792	Parts	29.40	0.00	
				53.50	5983-893077	Parts	53.50	0.00	
				15.30	5983-893311	Parts	15.30	0.00	
				35.24	5983-893548	Parts	35.24	0.00	
	XXXXX4831	01/09/2024	National CineMedia LLC	1,510.00	INV-224197	Theatre Advertising	1,510.00	0.00	\$3,010.00
				1,500.00	NV-224335	Theatre Advertising	1,500.00	0.00	
	XXXXX4832	01/09/2024	Netfile Inc	4,162.50	9190	Subscription 1/15/24-4/15/24	4,162.50	0.00	\$4,162.50
	XXXXX4833	01/09/2024	ODP Business Solutions LLC (f/k/a Office Depot Business Solutions LLC)	130.75	347428221001	Reiko Yoshidome	130.75	0.00	\$1,059.79
				489.27	348151814001	Connie Patchin	489.27	0.00	
				146.49	349269601001	Aaron Migliaccio	146.49	0.00	
				15.23	349269601002	Aaron Migliaccio	15.23	0.00	
				161.46	349269602001	Aaron Migliaccio	161.46	0.00	
				116.59	349400337001	Terri Furton	116.59	0.00	
	XXXXX4834	01/09/2024	Orkin	275.00	255688932	Pest Control Dec 2023	275.00	0.00	\$275.00
	XXXXX4835	01/09/2024	Pacific Gas & Electric Co	8,584.86	0008256637-3	1444 Borregas Ave/WPCP Departing	8,584.86	0.00	\$8,584.86

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Load			
	XXXXX4836	01/09/2024	Pavithra Ramesh Jayaraman	1,699.20	PR2023ND	Bombay Jam Nov/Dec 23	1,699.20	0.00	\$1,699.20
	XXXXX4837	01/09/2024	Peter W Richards	813.65	35207	Stores Inventory	813.65	0.00	\$813.65
	XXXXX4838	01/09/2024	Pine Cone Lumber Co Inc	1,744.25	215824	Stores Inventory	1,760.23	15.98	\$1,744.25
	XXXXX4839	01/09/2024	Planet Futsal	1,877.40	FK2023ND	Soccer 11/6-12/18/2023	1,877.40	0.00	\$1,877.40
	XXXXX4840	01/09/2024	Pro-Sweep Inc	945.00	344691	121 W Evelyn Nov 2023	945.00	0.00	\$2,993.34
				551.67	344692	121 W Evelyn Nov 2023	551.67	0.00	
				945.00	346294	121 W Evelyn December 2023	945.00	0.00	
				551.67	346295	121 W Evelyn Ave Dec 2023	551.67	0.00	
	XXXXX4841	01/09/2024	QOVO Solutions Inc	214.84	26-6727	Surveillance Support Jan 2024	214.84	0.00	\$214.84
	XXXXX4842	01/09/2024	Quality Traffic Data LLC	6,630.00	2023185-1	Traffic Data Collection	6,630.00	0.00	\$6,630.00
	XXXXX4843	01/09/2024	Ranger Pipelines Inc	325,877.50	SCWPSitePrep#18	UY-20-02	325,877.50	0.00	\$325,877.50
	XXXXX4844	01/09/2024	Redgwick Construction Co	293,441.22	SafeRoutesToSchool#04	TR-18-05	293,441.22	0.00	\$293,441.22
	XXXXX4845	01/09/2024	Robin Pickel	1,504.10	RP2023ND	Yoga Classes 11/4-12/16/23	1,504.10	0.00	\$1,504.10
	XXXXX4846	01/09/2024	Roger Cleveland Golf Company Inc	160.00	7729265 SO	Resale Merchandise	160.00	0.00	\$160.00
	XXXXX4847	01/09/2024	Royal Brass Inc	151.82	00320778	Parts	151.82	0.00	\$379.91
				126.01	00321700	Parts	126.01	0.00	
				102.08	00322044	Parts	102.08	0.00	
	XXXXX4848	01/09/2024	Salas OBrien	3,700.00	102311180	SmartStn Electrical	3,700.00	0.00	\$3,700.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Engineers Inc			Nov 2023			
	XXXXX4849	01/09/2024	Sierra Pacific Turf Supply Inc	5,824.76	0652831-IN	Supplies	5,824.76	0.00	\$7,081.66
				545.04	0657035-IN	Supplies	545.04	0.00	
				711.86	0657138-IN	Supplies	711.86	0.00	
	XXXXX4850	01/09/2024	SmartCover Systems	2,846.17	27847	Supplies	2,846.17	0.00	\$2,846.17
	XXXXX4851	01/09/2024	Smith's Gopher Trapping Service	255.00	101687B	1080 Mango Ave 11/8/2023	255.00	0.00	\$1,357.00
				255.00	101689B	1080 Mango Ave 11/7/23	255.00	0.00	
				255.00	101690B	1080 Mango Ave 11/6/2023	255.00	0.00	
				300.00	102135B	1054 Carson Dr Nov 2023	300.00	0.00	
				292.00	103771B	250 N Sunnyvale Ave Nov 23	292.00	0.00	
	XXXXX4852	01/09/2024	SmithGroup Inc	376,297.03	0174852	Civic Center 9/30-10/27/2023	376,297.03	0.00	\$376,297.03
	XXXXX4853	01/09/2024	Staples Inc	10.90	3555807794	Bill 8072765744 Gina Newbold	10.90	0.00	\$219.47
				124.61	3555807802	Bill 8072765744 Rafael Bayani	124.61	0.00	
				17.42	3555807807	Bill 8072765744 Gina Newbold	17.42	0.00	
				66.54	3555807808	Bill 8072765744 Terri Furton	66.54	0.00	
	XXXXX4854	01/09/2024	State Water Resources Control Board	399.00	WD-0258321	Index 586119 7/1/23-6/30/24	399.00	0.00	\$399.00
	XXXXX4855	01/09/2024	Studio Em Graphic Design	327.38	19039	2024 Calendar & Recycling	327.38	0.00	\$1,500.48
				272.81	19040	Thanksgiving FOG BANG Ads	272.81	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				163.69	19041	Scoop the Poop BANG Ad	163.69	0.00	
				136.41	19043	Mercury Bill Stuffer 2023	136.41	0.00	
				109.13	19044	Cafeteria Sign Background Art	109.13	0.00	
				491.06	19045	SMaRT Station Annual Report	491.06	0.00	
	XXXXX4856	01/09/2024	Sustainable Organic Solutions LLC	10,436.63	12012023	Foodwaste Nov 2023	10,436.63	0.00	\$10,436.63
	XXXXX4857	01/09/2024	Sustainable Turf Science Inc	2,591.72	8071	Supplies	2,591.72	0.00	\$5,066.72
				825.00	8089	Soil & Water Tests	825.00	0.00	
				1,650.00	8093	Soil & Water Tests	1,650.00	0.00	
	XXXXX4858	01/09/2024	Swims	95,375.00	73108	StormTek Devices	95,375.00	0.00	\$95,375.00
	XXXXX4859	01/09/2024	TaylorMade Golf Co Inc	-406.36	37008689	Golf Balls Sales Programs	-406.36	0.00	\$18.11
				166.05	37024436	Resale Merchandise	166.05	0.00	
				258.42	37027400	Resale Merchandise	258.42	0.00	
	XXXXX4860	01/09/2024	The Goodyear Tire & Rubber Co	532.10	184-1100030	Service	532.10	0.00	\$532.10
	XXXXX4861	01/09/2024	The Sourcing Group LLC	13,962.91	586921	Annual ESD Mailing Postage	13,962.91	0.00	\$13,962.91
	XXXXX4862	01/09/2024	Tiger Martial Arts Academy Inc	3,885.00	TMA2023SD	Taekwondo 9/1-12/16/23	3,885.00	0.00	\$3,885.00
	XXXXX4863	01/09/2024	Turf Star Inc	1,624.79	362700-00	Parts & Labor	1,624.79	0.00	\$1,690.32
				38,027.42	633923-00	Cr Memo 640966-00	38,027.42	0.00	
				-38,027.42	640966-00	Invoice 633923-00	-38,027.42	0.00	
				-234.18	7312500-00	Invoice 7309171-00	-234.18	0.00	
				299.71	7312980-00	Parts	299.71	0.00	
	XXXXX4864	01/09/2024	U.S. Bank	17,151.45	SCWPSitePre p#18	UY-20-02	17,151.45	0.00	\$17,151.45
	XXXXX4865	01/09/2024	United Rentals (North	587.21	205570720-	Electric Cart 10/9-	587.21	0.00	\$1,904.53

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			America) Inc		020	11/6/2023			
				587.21	205570720-021	Electric Cart 11/6-12/4/2023	587.21	0.00	
				730.11	227096078-001	Scissor Lift 11/13/2023	730.11	0.00	
	XXXXX4866	01/09/2024	Unity Courier Service Inc	1,057.11	3048	Acct 1530404421 P/E 12/31/23	1,057.11	0.00	\$1,057.11
	XXXXX4867	01/09/2024	Vaccination Services of America Inc	1,632.00	28397	Flu Shots 10/19/2023	1,632.00	0.00	\$1,632.00
	XXXXX4868	01/09/2024	VWR International LLC	45.29	8814760393	Supplies	45.29	0.00	\$841.84
				336.54	8814764698	Supplies	336.54	0.00	
				78.20	8814784550	Supplies	78.20	0.00	
				19.22	8814793840	Supplies	19.22	0.00	
				179.11	8814808752	Supplies	179.11	0.00	
				109.08	8814808753	Supplies	109.08	0.00	
				74.40	8814848430	Supplies	74.40	0.00	
	XXXXX4869	01/09/2024	Weck Laboratories Inc	244.06	W3L1199	Lab Services	244.06	0.00	\$244.06
	XXXXX4870	01/09/2024	West Coast Compressor	1,200.00	7391-1	Repair Svc	1,200.00	0.00	\$1,200.00
	XXXXX4871	01/09/2024	West Valley Engineering Inc	3,380.94	336084	Netto, Margaret W/E 12/17/23	3,380.94	0.00	\$6,761.88
				3,380.94	336338	Netto, Margaret W/E 12/24/23	3,380.94	0.00	
	XXXXX4872	01/09/2024	Yamaha Motor Finance Corporation USA	7,158.60	828541	Lease M22099096	7,158.60	0.00	\$7,158.60
	XXXXX4873	01/09/2024	Youth Evolution Activities	3,843.00	YEB2023ND	Youth Basketball 10/28-12/9/23	3,843.00	0.00	\$3,843.00
	XXXXX4874	01/09/2024	Zanker Road Resource Management LTD	172,235.81	202311515	Organic Waste Processing	172,235.81	0.00	\$172,235.81
	XXXXX4875	01/11/2024	Benefit Coordinators	48,045.52	13916	Jan 2024 life	48,045.52	0.00	\$48,045.52

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Corporation			insurance and long term disability (non PSOA)			
	XXXXX4876	01/11/2024	Benefit Coordinators Corporation	66,748.20	B0C65J	Jan 2024 Delta Dental PPO and VSP Vision Premiums	66,748.20	0.00	\$66,748.20
	XXXXX4877	01/11/2024	Child Advocates of Silicon Valley	7,872.27	93-2023-1	Grant Reimbursement Q1 2023	7,872.27	0.00	\$7,872.27
	XXXXX4878	01/11/2024	Delta Dental Insurance Co	850.34	BE005849298	4 Dental DMO Insurance Prem	850.34	0.00	\$850.34
	XXXXX4879	01/11/2024	Diamond Truck Body Manufacturing Inc	3,911.75	26359	Parts & Labor	3,911.75	0.00	\$3,911.75
	XXXXX4880	01/11/2024	Public Risk Innovation, Solutions and Management	10,488.00	24400904	EAP 1st Quarter Jan-Mar 2024	10,488.00	0.00	\$10,488.00
	XXXXX4881	01/11/2024	Santa Clara Valley Transportation Authority	3,985.00	RAP-23-37	RAP & Training Fees	3,985.00	0.00	\$3,985.00
	XXXXX4882	01/11/2024	State Water Resources Control Board	80.00	ACD2CR-01052024	A Cardenas D2 Operator Cert	80.00	0.00	\$80.00
	XXXXX4883	01/11/2024	Stericycle Inc	293.03	8005774361	Customer 1000201084 Dec 23	293.03	0.00	\$293.03
	XXXXX4884	01/11/2024	United States Postal Service	200.00	BR2661-001 122723	AC#923937 Bldg Div Permit	200.00	0.00	\$200.00
	XXXXX4885	01/11/2024	YWCA Golden Gate Silicon Valley	6,068.35	94-2023-1	Ag#2324-827550 Jul-Sept 23	6,068.35	0.00	\$6,068.35
	XXXXX4886	01/11/2024	AdManor Inc	500.00	BayROC 2024-13	Media expense 2024 Campaign	500.00	0.00	\$500.00
	XXXXX4887	01/11/2024	Air Exchange Inc	4,991.80	91610485	Lift rental	4,991.80	0.00	\$4,991.80
	XXXXX4888	01/11/2024	Airgas Inc	212.55	5505006860	Cylinder Rental	212.55	0.00	\$212.55

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4889	01/11/2024	Alhambra	160.18	19768402 010124 FIRE	Water	160.18	0.00	\$160.18
	XXXXX4890	01/11/2024	Allstar Fire Equipment Inc	493.15	252289	Boots	493.15	0.00	\$961.30
				468.15	252532	Boots	468.15	0.00	
	XXXXX4891	01/11/2024	Amazon Capital Services Inc	218.95	116W-QXC3-3QVJ	Aaron Migliaccio	218.95	0.00	\$9,234.79
				78.97	11VK-GJMJ-9KY3	Tisha Johnson	78.97	0.00	
				123.29	13LJ-R9L9-MGHW	Jose Carrillo	123.29	0.00	
				162.95	161D-QKPT-HGM3	Nan Choi	162.95	0.00	
				697.55	166V-TL93-NHGQ	Nathan Truitt	697.55	0.00	
				66.45	169C-319L-73LP	Suzanne Park	66.45	0.00	
				274.03	16M9-VDDG-9QFQ	Rafael Bayani	274.03	0.00	
				7.63	17R1-P9RK-7RR3	Kimberly Duma	7.63	0.00	
				218.24	1CKJ-R4QJ-RJD6	Kimberly Duma	218.24	0.00	
				7.07	1FG7-CGWW-136Y	Nan Chol	7.07	0.00	
				64.71	1FY1-1K6X-99JK	Nan Choi	64.71	0.00	
				173.45	1GL1-RRPV-GCVD	Jose Carrillo	173.45	0.00	
				198.24	1GMK-9Y6W-3LXX	Mark Witt	198.24	0.00	
				69.05	1HP4-CYGK-KVMF	Nan Choi	69.05	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				77.64	1HRL-WX4D-94DC	Claire Garcia	77.64	0.00	
				412.00	1JYD-MQY4-CFGR	Mark Witt	412.00	0.00	
				83.54	1LY1-NHKH-7W4Y	Kimberly Duma	83.54	0.00	
				33.24	1P9F-F7LD-DDHN	Elizabeth Rich	33.24	0.00	
				5,459.31	1Q79-9CMV-F11G	Kimberly Duma	5,459.31	0.00	
				10.90	1VQ1-Y7MC-9TNN	Nan Choi	10.90	0.00	
				76.38	1WT9-TTM1-4K4V	Reiko Yoshidome	76.38	0.00	
				49.10	1WYD-V1MY-31FC	Nan Choi	49.10	0.00	
				672.10	1YLT-1KPL-3HYC	Julie Jensen	672.10	0.00	
	XXXXX4892	01/11/2024	Angie Poon	150.00	12192023	Yoga for Kids Presentation	150.00	0.00	\$150.00
	XXXXX4893	01/11/2024	Asian Americans for Community Involvement of Santa Clara County Inc	6,300.00	F25-FY24.Q2	Evidence Based Program	6,300.00	0.00	\$6,300.00
	XXXXX4894	01/11/2024	Avenu Insights & Analytics LLC	1,146.60	INV06-017470	UUT Wired Audit 07/19-06/22	1,146.60	0.00	\$15,438.60
				14,292.00	INV06-017637	UUT Wired Audit 07/19-06/22	14,292.00	0.00	
	XXXXX4895	01/11/2024	Baker Tilly US LLP	337.50	BT2649228	Moffet Park Specific Plan	337.50	0.00	\$337.50
	XXXXX4896	01/11/2024	Banksia Landscape Inc	1,115.00	19671	Landscape Maintenance Dec	1,115.00	0.00	\$1,115.00
	XXXXX4897	01/11/2024	Bastion Security Services	5,503.39	16179	Security Services Dec 2023	5,503.39	0.00	\$5,503.39

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4898	01/11/2024	Bay Area PL Services	1,664.00	19168	Forensic Service for Nov 2023	1,664.00	0.00	\$1,664.00
	XXXXX4899	01/11/2024	Bellecci & Assoc Inc	2,879.58	210086.00 - 0000018	Peery Park Area Imp.	2,879.58	0.00	\$2,879.58
	XXXXX4900	01/11/2024	Best Best & Krieger LLP	337.50	984488	Legal Services thru 12/30/23	337.50	0.00	\$337.50
	XXXXX4901	01/11/2024	Bobcat of the Bay Fremont	6,502.23	W19960	Fuel Tank Replacement	6,502.23	0.00	\$6,502.23
	XXXXX4902	01/11/2024	Bold Helmets	1,846.75	D48	Helmets	1,846.75	0.00	\$1,846.75
	XXXXX4903	01/11/2024	Bound Tree Medical LLC	3,928.51	85210039	Supplies	3,928.51	0.00	\$3,928.51
	XXXXX4904	01/11/2024	BSI America Professional Services Inc	1,593.75	90358	EHS Support	1,593.75	0.00	\$1,593.75
	XXXXX4905	01/11/2024	Califa Group	10,270.10	6979	Subs renewal 02/1/24-1/31/25	10,270.10	0.00	\$10,270.10
	XXXXX4906	01/11/2024	California Department of Justice	1,758.00	698464	DOJ Nov 2023	1,758.00	0.00	\$1,758.00
	XXXXX4907	01/11/2024	California Dept of General Services	39,814.10	1426268	Nov 23	39,814.10	0.00	\$39,814.10
	XXXXX4908	01/11/2024	Caltest Analytical Laboratory	294.50	715007	Analysis	294.50	0.00	\$1,442.10
				573.80	715068	Analysis	573.80	0.00	
				573.80	715069	Analysis	573.80	0.00	
	XXXXX4909	01/11/2024	Carollo Engineers	2,475.00	FB44794	Headworks/Primary Treatment	2,475.00	0.00	\$2,475.00
	XXXXX4910	01/11/2024	Century Graphics	524.45	59604	Carhartt Insulated Hooded Coat	524.45	0.00	\$524.45
	XXXXX4911	01/11/2024	Core & Main LP	1,082.52	U111960	Parts	1,082.52	0.00	\$1,082.52
	XXXXX4912	01/11/2024	Cosco Fire Protection Inc	375.00	1000647785	Sprinkler Inspection	375.00	0.00	\$375.00
	XXXXX4913	01/11/2024	CSG Consultants Inc	38,129.99	54529	Pavement	38,129.99	0.00	\$38,129.99

Payment Type	Payment #	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Rehabilitation			
	XXXXX4914	01/11/2024	Dalberg Consulting US LLC	20,000.00	30402840	UBI Pilot Study	20,000.00	0.00	\$20,000.00
	XXXXX4915	01/11/2024	David Meinhardt	8,141.23	DMeinhardt1201	Adv Disability Pension Dec 23	8,141.23	0.00	\$8,141.23
	XXXXX4916	01/11/2024	Duo Duo Project	4,000.00	23-24NBRGRNT duo	Pet Parade grant reimburse.	4,000.00	0.00	\$4,000.00
	XXXXX4917	01/11/2024	Econolite Systems Inc	5,954.87	41450	Replacement of 1B Pole Knockdown	5,954.87	0.00	\$101,603.08
				5,499.15	41478	August 2023 Night Check Repair	5,499.15	0.00	
				14,997.26	41547	Maintenance Rolling Report	14,997.26	0.00	
				39,697.68	41549	Per City Request - Sep 23	39,697.68	0.00	
				22,763.42	41550	Mark Outs - Sep 23	22,763.42	0.00	
				4,734.16	41572	Preventative Mntc Sep 2023	4,734.16	0.00	
				7,956.54	41573	Annual Preventative Maintenance Sep 23	7,956.54	0.00	
	XXXXX4918	01/11/2024	Environmental Resource Assoc	283.80	060796	Chemicals	283.80	0.00	\$283.80
	XXXXX4919	01/11/2024	FailSafe Testing LLC	5,200.00	13185	Pump Testing	5,200.00	0.00	\$5,200.00
	XXXXX4920	01/11/2024	FedEx	145.05	6378445253	Freight	145.05	0.00	\$145.05
	XXXXX4921	01/11/2024	FedEx	189.33	8-327-64436	Mail	189.33	0.00	\$189.33
	XXXXX4922	01/11/2024	GCS Environmental Equipment Services Inc	1,232.40	27935	Parts	1,232.40	0.00	\$1,232.40
	XXXXX4923	01/11/2024	Giuliani & Kull San	77.50	17543	Borregas-Bordeaux	77.50	0.00	\$3,677.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Jose Inc	3,600.00	17544	Mockingbird Lane	3,600.00	0.00	
	XXXXX4924	01/11/2024	Grainger	381.94	9943770660	Supplies	381.94	0.00	\$1,142.28
				443.33	9954928025	Supplies	443.33	0.00	
				317.01	9955800306	Supplies	317.01	0.00	
	XXXXX4925	01/11/2024	Group 4 Architecture Research + Planning Inc	79,543.01	11990	Main Library	79,543.01	0.00	\$79,543.01
	XXXXX4926	01/11/2024	Hard Drive Graphics	4,996.31	38078	FPO #FY24-067	4,996.31	0.00	\$4,996.31
	XXXXX4927	01/11/2024	Home Depot USA Inc d/b/a The Home Depot Pro	4,256.91	783636848	Supplies	4,256.91	0.00	\$4,256.91
	XXXXX4928	01/11/2024	Humane Society Silicon Valley	21,636.48	INV432	Dec 2023	21,636.48	0.00	\$21,636.48
	XXXXX4929	01/11/2024	Ice Machine Rentals	175.00	107367	Ice Machine Rental	175.00	0.00	\$175.00
	XXXXX4930	01/11/2024	Imperial Dade	157.30	15533915	Supplies	157.30	0.00	\$6,769.44
				6,612.14	15533917	Supplies	6,612.14	0.00	
	XXXXX4931	01/11/2024	Interlocked Squares	162.50	751764	Refund: Murphy Park Bldg. rental	162.50	0.00	\$162.50
	XXXXX4932	01/11/2024	Interstate Auto Sales	39,586.19	VIN #1FTBF2A6X NEF27057	Used Ford F250 Pickup	39,586.19	0.00	\$39,586.19
	XXXXX4933	01/11/2024	Intex Auto Parts	360.57	2-65521-17	Parts	360.57	0.00	\$360.57
	XXXXX4934	01/11/2024	IPS Group Inc	130.07	INV92552	CC Transaction Fee	130.07	0.00	\$130.07
	XXXXX4935	01/11/2024	JAM Services Inc	23,603.74	175156	Light Pole	23,603.74	0.00	\$23,603.74
	XXXXX4936	01/11/2024	James Perrone	6,821.58	JPerrone1201	Adv Disability 12/4-31/2023	6,821.58	0.00	\$6,821.58
	XXXXX4937	01/11/2024	Jason Pistor	17,064.97	JPistor1201	Adv Disability 10/28-12/31/23	17,064.97	0.00	\$17,064.97

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4938	01/11/2024	Jody Michelle Badiei	102.31	EXP000046877326	MISC QMM Q3 and Q4 Reimbursement 112923	102.31	0.00	\$102.31
	XXXXX4939	01/11/2024	Johnson Roberts & Associates Inc	97.50	152742	Dec 23	97.50	0.00	\$97.50
	XXXXX4940	01/11/2024	Justin Shonley	6,771.36	JShonley1201	Adv Disability Pension Dec 23	6,771.36	0.00	\$6,771.36
	XXXXX4941	01/11/2024	JWC Environmental Inc	34,537.50	117491	Parts	34,537.50	0.00	\$34,537.50
	XXXXX4942	01/11/2024	Kimley Horn & Assoc Inc	14,300.00	26263873	PROWAG Trng Thru 11/30/23	14,300.00	0.00	\$14,300.00
	XXXXX4943	01/11/2024	L N Curtis & Sons Inc	29,393.91	INV768739	Supplies	29,393.91	0.00	\$32,520.35
				749.69	INV770837	Supplies	749.69	0.00	
				2,134.49	INV774174	Supplies	2,134.49	0.00	
				242.26	INV780336	Supplies	242.26	0.00	
	XXXXX4944	01/11/2024	LC Action Police Supply	578.66	457287	Supplies	578.66	0.00	\$6,352.13
				578.66	457288	Supplies	578.66	0.00	
				46.67	457311	Supplies	46.67	0.00	
				174.55	457378	Supplies	174.55	0.00	
				55.65	457396	Supplies	55.65	0.00	
				55.65	457397	Supplies	55.65	0.00	
				46.67	457399	Supplies	46.67	0.00	
				29.41	457400	Supplies	29.41	0.00	
				304.74	457401	Supplies	304.74	0.00	
				1,075.43	457736	Supplies	1,075.43	0.00	
				1,075.43	457737	Supplies	1,075.43	0.00	
				1,075.43	457994	Supplies	1,075.43	0.00	
				1,075.43	457995	Supplies	1,075.43	0.00	
				123.51	458032	Supplies	123.51	0.00	
				14.06	458033	Supplies	14.06	0.00	
				14.06	458034	Supplies	14.06	0.00	
				14.06	458035	Supplies	14.06	0.00	
				14.06	458036	Supplies	14.06	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4945	01/11/2024	LexisNexis Risk Data Management Inc	7,620.00	806064-20231130	LEAPS 11/1/23-10/31/24	7,620.00	0.00	\$7,620.00
	XXXXX4946	01/11/2024	LexisNexis Risk Data Management Inc	18,116.08	C100217-20231130	DORS Lic/Support 11/23-10/24	18,116.08	0.00	\$18,116.08
	XXXXX4947	01/11/2024	Liebert Cassidy Whitmore	1,925.00	257356	11/30/203 Training	1,925.00	0.00	\$1,925.00
	XXXXX4948	01/11/2024	Mallory Safety & Supply LLC	1,430.63	5795775	Stores Inventory	1,430.63	0.00	\$1,430.63
	XXXXX4949	01/11/2024	Maze & Assoc	49,830.00	52777	Audit Svc Nov 2023	49,830.00	0.00	\$49,830.00
	XXXXX4950	01/11/2024	Moodys Investors Service Inc	2,000.00	P0422686	Cr Rating 11/1/22-10/31/23	2,000.00	0.00	\$2,000.00
	XXXXX4951	01/11/2024	National Construction Rentals Inc	160.91	7283054	Borregas & Carl 1/6-2/2/24	160.91	0.00	\$160.91
	XXXXX4952	01/11/2024	Northern California Golf Association	78.00	CB-62339	Membership Fees	78.00	0.00	\$78.00
	XXXXX4953	01/11/2024	Occupational Health Centers of California	258.00	81191741	Medical Services	258.00	0.00	\$258.00
	XXXXX4954	01/11/2024	ODP Business Solutions LLC (f/k/a Office Depot Business Solutions LLC)	253.16	346133057001	Rafael Bayani	253.16	0.00	\$513.31
				98.18	346843781001	Rafael Bayani	98.18	0.00	
				6.54	346843783001	Rafael Bayani	6.54	0.00	
				22.31	347132582001	Silviana Ruiz	22.31	0.00	
				43.94	349722102001	Celena Ruiz	43.94	0.00	
				89.18	349952693001	Janelle Resuello	89.18	0.00	
	XXXXX4955	01/11/2024	Old Greenwood BBQ at the Gold Rush Saloon LLC	1,160.00	3871	Golf Course Storage Unit	1,160.00	0.00	\$1,160.00

Payment Type	Payment #	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4956	01/11/2024	Omega Engraving	18.50	13757	Name Badge	18.50	0.00	\$18.50
	XXXXX4957	01/11/2024	Overhead Door Co of Santa Clara Valley	312.37	137297	Commercial Door Repairs	312.37	0.00	\$312.37
	XXXXX4958	01/11/2024	Pacific Gas & Electric Co	3,000.00	0008258634-8	820 E Duane Engineering Adv	3,000.00	0.00	\$3,000.00
	XXXXX4959	01/11/2024	Pacific Gas & Electric Co	47,863.00	0114206254-4 1123	301 Carl Road/Smart Station	47,863.00	0.00	\$306,020.35
				8,646.74	0194485240-7 1223	City Buildings	8,646.74	0.00	
				62,607.69	0314283663-8 1223	H2O Pollution Control	62,607.69	0.00	
				63,155.13	1105922118-1 1123	City Buildings	63,155.13	0.00	
				37.46	1393150584-9 1123	Parks & Fields	37.46	0.00	
				27,963.42	3272592818-1 1123	Parks & Fields	27,963.42	0.00	
				109.60	3501235109-0 1223	Traffic Signals	109.60	0.00	
				16,643.32	3564259466-3 1123	Traffic Signals	16,643.32	0.00	
				841.55	5689257244-9 1123	Landscape H2O	841.55	0.00	
				5.03	6311717592-5 1123	Traffic Signals	5.03	0.00	
				67,591.64	8100862765-5 1123	City Owned St & Hwy Lighting	67,591.64	0.00	
				109.44	9129031168-6 1223	1382 Kifer Rd/Kifer Lift Station	109.44	0.00	
				10,446.33	9147590356-2 1123	Golf Courses	10,446.33	0.00	
	XXXXX4960	01/11/2024	Pavement	207.50	2401-044	Consulting Thru	207.50	0.00	\$207.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Engineering Inc			12/31/23			
	XXXXX4961	01/11/2024	Pitney Bowes Global Financial Services LLC	2,328.73	3106466879	Relay 5000 11/14/23-2/13/24	2,328.73	0.00	\$2,328.73
	XXXXX4962	01/11/2024	Raimi + Associates Inc	3,813.38	23-6121	Moffett Park SPU No 2023	3,813.38	0.00	\$3,813.38
	XXXXX4963	01/11/2024	Robert William Payne Jr.	600.00	SDPS-231102	Polygraph Services	600.00	0.00	\$600.00
	XXXXX4964	01/11/2024	San Francisco Bay Bird Observatory	1,729.80	3037	Avian Botulism Monitoring Dec	1,729.80	0.00	\$1,729.80
	XXXXX4965	01/11/2024	SESAC	3,761.00	10704563	AC#79940 2024 Music License	3,761.00	0.00	\$3,761.00
	XXXXX4966	01/11/2024	Silicon Valley Leadership	1,250.00	FY2023-24 Q1	SVL Reimbursement FY24 Q1	1,250.00	0.00	\$1,250.00
	XXXXX4967	01/11/2024	Silicon Valley WZSV Capital LLC	54,050.00	Proj 2019-9656	Security & Maintenance Deposit Refund	54,050.00	0.00	\$54,050.00
	XXXXX4968	01/11/2024	St Francis Electric, LLC	2,250.00	Security Refund 1240 Fair Oaks Way	Security refd: 1240 Fair Oaks Wy	2,250.00	0.00	\$2,250.00
	XXXXX4969	01/11/2024	Stacy Robert Macfarlane	300.00	1012	Polygraph Exams	300.00	0.00	\$300.00
	XXXXX4970	01/11/2024	Steph Richards	153.00	746068	Refund: Class cancellation	153.00	0.00	\$153.00
	XXXXX4971	01/11/2024	Stewardship Action Foundation	1,000.00	SAF FY24-037	Donation Annual Bronze Mbr	1,000.00	0.00	\$1,000.00
	XXXXX4972	01/11/2024	Stop Processing Center	33.38	20372	Signups & Web Access Nov 23	33.38	0.00	\$55.42
				22.04	20395	Signups & Web Access Dec 23	22.04	0.00	
	XXXXX4973	01/11/2024	Sunnyvale Public Safety Officers Assn	4,998.00	Disability1123	LTD Reim Nov 2023	4,998.00	0.00	\$4,998.00
	XXXXX4974	01/11/2024	Sunnyvale Public	38,880.00	Dental1123	Dental Reimb Nov	38,880.00	0.00	\$38,880.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Safety Officers Assn			2023			
	XXXXX4975	01/11/2024	Sunnyvale Public Safety Officers Assn	38,880.00	Dental1223	Dental Reimb Dec 2023	38,880.00	0.00	\$38,880.00
	XXXXX4976	01/11/2024	Sunnyvale Public Safety Officers Assn	4,998.00	Disability1223	LTD Reim Dec 2023	4,998.00	0.00	\$4,998.00
	XXXXX4977	01/11/2024	Talon Ecological Research Group	440.00	SU00018	Consultation Dec 2023	440.00	0.00	\$440.00
	XXXXX4978	01/11/2024	The Goodyear Tire & Rubber Co	2,830.80	184-1100223	Tires	2,830.80	0.00	\$2,830.80
	XXXXX4979	01/11/2024	The Sourcing Group LLC	1,938.06	588572	Supplies	1,938.06	0.00	\$1,938.06
	XXXXX4980	01/11/2024	Thomas Klise/Crimson Multimedia	708.22	012987	Video Games for Library	708.22	0.00	\$708.22
	XXXXX4981	01/11/2024	Tougas Enterprises Inc	91.45	122023	Catering	91.45	0.00	\$91.45
	XXXXX4982	01/11/2024	TRISTAR Risk Management	893.16	119463	Workers Comp Dec 2023	893.16	0.00	\$893.16
	XXXXX4983	01/11/2024	United Site Services of California Inc	974.03	INV-02157694	795 E Arques 12/15/23-1/11/24	974.03	0.00	\$974.03
	XXXXX4984	01/11/2024	Viasyn	500.00	28220	Jan 2024 Service	500.00	0.00	\$500.00
	XXXXX4985	01/11/2024	VSS International Inc	4,646.80	214781-43748	Utility Refund	4,646.80	0.00	\$4,646.80
	XXXXX4986	01/11/2024	Weck Laboratories Inc	509.37	W3L1716	Lab Service	509.37	0.00	\$509.37
	XXXXX4987	01/11/2024	Western States Tool & Supply Corporation	241.86	239039	Stores Inventory	241.86	0.00	\$241.86
	XXXXX4988	01/11/2024	WEX Health Inc	1,383.41	0001856465-IN	Nov 2023 Services	1,383.41	0.00	\$1,383.41
	XXXXX4989	01/11/2024	Wilsey Ham	6,081.50	25849	On-Call Survey Svc Nov 2023	6,081.50	0.00	\$6,081.50
	XXXXX4990	01/11/2024	Wood Rodgers Inc	215.00	176639	Pavement Rehab Thru 11/30	215.00	0.00	\$215.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX4991	01/11/2024	WOWzy Creation Corp	125.91	96338	Retirement Plaque	125.91	0.00	\$251.82
				125.91	96339	Retirement Plaque	125.91	0.00	
	XXXXX4992	01/11/2024	Xiaoying Xu	16.79	203875-21280	Refund: 1466 Hollenbeck Av	16.79	0.00	\$16.79
	XXXXX4993	01/11/2024	Your Media 2 LLC	2,750.00	1315	Video Production Final 50%	2,750.00	0.00	\$2,750.00
	XXXXX4994	01/11/2024	Zenner USA Inc	7,302.66	0084033-IN	Stores Inventory	7,302.66	0.00	\$9,625.80
				2,323.14	0084036-IN	Stores Inventory	2,323.14	0.00	
EFT	XXXXX0772	01/11/2024	Mike G Smith	617.52	EXP0000469 07011	Travel Visalia 110523	617.52	0.00	\$2,493.08
				696.52	EXP0000469 07030	Travel Visalia 102223	696.52	0.00	
				621.52	EXP0000469 07052	Travel Visalia 102923	621.52	0.00	
				557.52	EXP0000469 07064	Travel Visalia 111223	557.52	0.00	
	XXXXX0773	01/11/2024	Erik D Edstrom	502.48	EXP0000468 63461	Travel to State MIS conference in Sactamento	502.48	0.00	\$502.48
	XXXXX0774	01/11/2024	Jeromy R Lima	735.46	EXP0000469 06487	Travel San Diego 091723	735.46	0.00	\$1,554.07
				733.61	EXP0000469 06512	Travel San Diego 100823	733.61	0.00	
				85.00	EXP0000469 06541	Travel Rocklin 110823	85.00	0.00	
	XXXXX0775	01/11/2024	Larry A Klein	862.13	EXP0000468 37480	Travel Iizuka Japan Sister City Anniversary Event 101823	862.13	0.00	\$2,028.59
				1,166.46	EXP0000468 93259	Travel Atlanta GA 2023 NLC City Summit 111523	1,166.46	0.00	
	XXXXX0776	01/11/2024	Kristin H Dance	53.00	EXP0000468	Misc Parking Fees	53.00	0.00	\$53.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					63449	100423			
	XXXXX0777	01/11/2024	Rhonda D Pryor	48.21	EXP0000469 53458	November 2023 Mileage Reimbursement	48.21	0.00	\$48.21
	XXXXX0778	01/11/2024	Joseph William Bowles	500.00	EXP0000468 25410	Misc Vest Reimbursement 110823	500.00	0.00	\$500.00
	XXXXX0779	01/11/2024	Daniel L Moskowitz	1,074.51	EXP0000468 43415	Travel Long Beach 110223	1,074.51	0.00	\$1,074.51
	XXXXX0780	01/11/2024	Ruben Lopez	74.50	EXP0000468 78402	Misc Jack in the Box 11-22-23	74.50	0.00	\$74.50
	XXXXX0781	01/11/2024	Nancy S Hextell	440.01	EXP0000469 05944	MISC NHextell Dec2023	440.01	0.00	\$440.01
	XXXXX0782	01/11/2024	Wai Cheong	2,154.20	EXP0000465 44336	Travel Palm Springs, CA 11042023- 11072023	2,154.20	0.00	\$2,154.20
	XXXXX0784	01/11/2024	Linda Y Sell	55.00	EXP0000469 53272	Monthly Tech Allowance Nov23	55.00	0.00	\$55.00
	XXXXX0785	01/11/2024	Robert R Ardourel	265.01	EXP0000468 37955	Travel Petaluma 111423	265.01	0.00	\$265.01
	XXXXX0786	01/11/2024	Francis M Ngo	500.00	EXP0000468 25396	Misc Vest Reimbursement 111723	500.00	0.00	\$500.00
WIRE	XXXXX0534	01/09/2024	Keenan & Associates	96,402.66	12/16/23 - 12/31/24	Trust Reimb 12/16- 31/2023 Wire Date 1/8/24	96,402.66	0.00	\$146,402.66
				50,000.00	Special Funding- Robert Ciano	C&R Settlement WR Date 1/8/2024	50,000.00	0.00	
	XXXXX0535	01/09/2024	Public Employees Retirement System	2,040,559.94	10000001739 1390	Medical Premium Jan 2024 Wire Date 1/5/2024	2,040,559.94	0.00	\$2,040,559.94
	XXXXX0536	01/09/2024	Wells Fargo	233.25	1414036- 2024-01-04	Paid on behalf of Hextell, Nancy	233.25	0.00	\$167,372.92

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				3,313.30	1414037-2024-01-04	Paid on behalf of Johnson, Tisha	3,313.30	0.00	
				987.52	1414038-2024-01-04	Paid on behalf of Lopez, Nelia	987.52	0.00	
				1,393.51	1414039-2024-01-04	Paid on behalf of Berdeen, Bryan	1,393.51	0.00	
				1,557.74	1414040-2024-01-04	Paid on behalf of Vo, Lisa	1,557.74	0.00	
				739.45	1414041-2024-01-04	Paid on behalf of Wilson, Rodney	739.45	0.00	
				264.75	1414042-2024-01-04	Paid on behalf of Merrill, Mark	264.75	0.00	
				207.24	1414043-2024-01-04	Paid on behalf of Medina, Roberto	207.24	0.00	
				202.44	1414044-2024-01-04	Paid on behalf of Diaz, Aracely	202.44	0.00	
				709.93	1414045-2024-01-04	Paid on behalf of Orozco, Raymond	709.93	0.00	
				1,121.47	1414046-2024-01-04	Paid on behalf of Knight, Robert	1,121.47	0.00	
				1,194.85	1414047-2024-01-04	Paid on behalf of Jensen, Julie	1,194.85	0.00	
				1,133.78	1414048-2024-01-04	Paid on behalf of Rodriguez, Pedro	1,133.78	0.00	
				105.99	1414049-2024-01-04	Paid on behalf of Ng, Jennifer	105.99	0.00	
				1,089.25	1414050-2024-01-04	Paid on behalf of Simontacchi, John	1,089.25	0.00	
				870.11	1414051-2024-01-04	Paid on behalf of Mckinley, Joseph	870.11	0.00	
				2,167.01	1414052-2024-01-04	Paid on behalf of Nguyen, Thao Thanh	2,167.01	0.00	
				1,735.90	1414053-	Paid on behalf of	1,735.90	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					2024-01-04	Young, George			
				699.96	1414054-2024-01-04	Paid on behalf of Bracamonte, Markus	699.96	0.00	
				200.00	1414055-2024-01-04	Paid on behalf of Plonka, Marie	200.00	0.00	
				993.24	1414056-2024-01-04	Paid on behalf of Choi, Yong Nan	993.24	0.00	
				383.37	1414057-2024-01-04	Paid on behalf of Bracamonte, Daniel	383.37	0.00	
				125.00	1414058-2024-01-04	Paid on behalf of Rodriguez, Maria	125.00	0.00	
				1,411.88	1414059-2024-01-04	Paid on behalf of Gutierrez, Randy	1,411.88	0.00	
				160.10	1414060-2024-01-04	Paid on behalf of Alanis-Richelle, Edith	160.10	0.00	
				172.86	1414061-2024-01-04	Paid on behalf of Dance, Kristin	172.86	0.00	
				174.05	1414062-2024-01-04	Paid on behalf of Jacquemet, Paul	174.05	0.00	
				922.84	1414063-2024-01-04	Paid on behalf of Avila, Saul	922.84	0.00	
				283.16	1414064-2024-01-04	Paid on behalf of Contreras, Audel	283.16	0.00	
				238.16	1414065-2024-01-04	Paid on behalf of Van Dyne, Susan	238.16	0.00	
				1,222.15	1414066-2024-01-04	Paid on behalf of Collins, William	1,222.15	0.00	
				2,306.73	1414067-2024-01-04	Paid on behalf of Charles, Rodolfo	2,306.73	0.00	
				217.56	1414068-2024-01-04	Paid on behalf of Medina, Gerardo	217.56	0.00	
				25.00	1414069-2024-01-04	Paid on behalf of Kashitani, Timothy	25.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				947.80	1414070-2024-01-04	Paid on behalf of Barajas, Jerardo	947.80	0.00	
				325.00	1414071-2024-01-04	Paid on behalf of Barajas, Sandra	325.00	0.00	
				2,850.69	1414072-2024-01-04	Paid on behalf of Barajas, Emiliano	2,850.69	0.00	
				1,169.32	1414073-2024-01-04	Paid on behalf of Luckey, Priscilla	1,169.32	0.00	
				475.00	1414074-2024-01-04	Paid on behalf of Lemmon, Lisa	475.00	0.00	
				1,522.00	1414075-2024-01-04	Paid on behalf of LoFranco, Delanie	1,522.00	0.00	
				2,447.06	1414076-2024-01-04	Paid on behalf of Callaghan, Julie	2,447.06	0.00	
				379.69	1414077-2024-01-04	Paid on behalf of Kashitani, Jamie	379.69	0.00	
				5,038.21	1414078-2024-01-04	Paid on behalf of Buczeke, Walter	5,038.21	0.00	
				1,192.28	1414079-2024-01-04	Paid on behalf of Martinez Melena, Gabriela	1,192.28	0.00	
				3,320.62	1414080-2024-01-04	Paid on behalf of Griffith, Jonathan	3,320.62	0.00	
				4,000.48	1414081-2024-01-04	Paid on behalf of Bayani, Rafael	4,000.48	0.00	
				280.00	1414082-2024-01-04	Paid on behalf of Lemasters, James	280.00	0.00	
				366.75	1414083-2024-01-04	Paid on behalf of Thompson, Kori	366.75	0.00	
				633.41	1414084-2024-01-04	Paid on behalf of Gott, Tracey	633.41	0.00	
				1,088.37	1414085-2024-01-04	Paid on behalf of Hernandez, Jaime	1,088.37	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				787.56	1414086-2024-01-04	Paid on behalf of Elizondo, Mary	787.56	0.00	
				99.00	1414087-2024-01-04	Paid on behalf of Carrasco, Christopher	99.00	0.00	
				60.00	1414088-2024-01-04	Paid on behalf of Dunklee, Chaunacey	60.00	0.00	
				596.20	1414089-2024-01-04	Paid on behalf of Howard, Jonathan	596.20	0.00	
				164.04	1414090-2024-01-04	Paid on behalf of Smith, Robin	164.04	0.00	
				1,305.00	1414091-2024-01-04	Paid on behalf of De La Cerda, Melanie	1,305.00	0.00	
				555.94	1414092-2024-01-04	Paid on behalf of Khair, Madeline	555.94	0.00	
				94.17	1414093-2024-01-04	Paid on behalf of Wan, Xianliang	94.17	0.00	
				3,304.70	1414094-2024-01-04	Paid on behalf of Manzanares, Anjelene	3,304.70	0.00	
				1,081.59	1414095-2024-01-04	Paid on behalf of Raby, Christina	1,081.59	0.00	
				1,697.29	1414096-2024-01-04	Paid on behalf of Smith, Sean	1,697.29	0.00	
				359.65	1414097-2024-01-04	Paid on behalf of Jaw, Dennis	359.65	0.00	
				206.20	1414098-2024-01-04	Paid on behalf of Raygoza, Jesus	206.20	0.00	
				134.89	1414099-2024-01-04	Paid on behalf of Villegas, Carmen	134.89	0.00	
				765.97	1414100-2024-01-04	Paid on behalf of Rich, Elizabeth	765.97	0.00	
				143.54	1414101-2024-01-04	Paid on behalf of Avila, Joel	143.54	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				9,645.75	1414102-2024-01-04	Paid on behalf of Espinoza, Leonard	9,645.75	0.00	
				373.31	1414103-2024-01-04	Paid on behalf of Lima, Jeromy	373.31	0.00	
				1.93	1414104-2024-01-04	Paid on behalf of Brusco, Robert	1.93	0.00	
				2,159.82	1414105-2024-01-04	Paid on behalf of Yoshidome, Reiko	2,159.82	0.00	
				161.13	1414106-2024-01-04	Paid on behalf of Hernandez, Manuel	161.13	0.00	
				1,185.00	1414107-2024-01-04	Paid on behalf of Christiansen, Ingrid	1,185.00	0.00	
				144.00	1414108-2024-01-04	Paid on behalf of Amaro, Norma	144.00	0.00	
				108.23	1414109-2024-01-04	Paid on behalf of Welling, Heath	108.23	0.00	
				3,989.05	1414110-2024-01-04	Paid on behalf of Gutierrez, Monica	3,989.05	0.00	
				2,916.15	1414111-2024-01-04	Paid on behalf of Ketell, Victoria	2,916.15	0.00	
				115.21	1414112-2024-01-04	Paid on behalf of Rose, Michael	115.21	0.00	
				620.20	1414113-2024-01-04	Paid on behalf of Westlund, Ryan	620.20	0.00	
				116.09	1414114-2024-01-04	Paid on behalf of Lopez, Ruben	116.09	0.00	
				45.50	1414115-2024-01-04	Paid on behalf of Resuello, Janelle	45.50	0.00	
				4,740.54	1414116-2024-01-04	Paid on behalf of Lo, Grace	4,740.54	0.00	
				819.38	1414117-2024-01-04	Paid on behalf of Gamez, Alberto	819.38	0.00	
				6,463.06	1414118-	Paid on behalf of	6,463.06	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					2024-01-04	Martinez, Mark			
				155.16	1414119-2024-01-04	Paid on behalf of Nunes, Shawn	155.16	0.00	
				216.58	1414120-2024-01-04	Paid on behalf of Chan, Angela	216.58	0.00	
				41.68	1414121-2024-01-04	Paid on behalf of Lafferty, Mckendra	41.68	0.00	
				156.01	1414122-2024-01-04	Paid on behalf of Loya, Benjamin	156.01	0.00	
				242.00	1414123-2024-01-04	Paid on behalf of Chuck, Michelle	242.00	0.00	
				343.20	1414124-2024-01-04	Paid on behalf of Perry, Ryan	343.20	0.00	
				13.05	1414125-2024-01-04	Paid on behalf of Schmidt, Martin	13.05	0.00	
				213.00	1414126-2024-01-04	Paid on behalf of Hill, Pauline	213.00	0.00	
				2,979.95	1414127-2024-01-04	Paid on behalf of Church, Irma	2,979.95	0.00	
				343.70	1414128-2024-01-04	Paid on behalf of Moskowitz, Daniel	343.70	0.00	
				54.00	1414129-2024-01-04	Paid on behalf of Otaguro, Joseph	54.00	0.00	
				330.87	1414130-2024-01-04	Paid on behalf of Pham, Giang	330.87	0.00	
				11,123.10	1414131-2024-01-04	Paid on behalf of Carrillo, Jose	11,123.10	0.00	
				19.62	1414132-2024-01-04	Paid on behalf of Williams, Regan	19.62	0.00	
				795.00	1414133-2024-01-04	Paid on behalf of Le, Kien Ricky	795.00	0.00	
				2,666.80	1414134-2024-01-04	Paid on behalf of King, Elizabeth	2,666.80	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,032.52	1414135-2024-01-04	Paid on behalf of Anand, Sangeeta	2,032.52	0.00	
				893.57	1414136-2024-01-04	Paid on behalf of Bailey, Camron	893.57	0.00	
				31,296.26	1414137-2024-01-04	Paid on behalf of Mason, Lisa	31,296.26	0.00	
				444.67	1414138-2024-01-04	Paid on behalf of Luu, Hong	444.67	0.00	
				413.49	1414139-2024-01-04	Paid on behalf of Moncada, Glenda	413.49	0.00	
				330.26	1414140-2024-01-04	Paid on behalf of Bryan, Laura	330.26	0.00	
				365.54	1414141-2024-01-04	Paid on behalf of Hall, Richard	365.54	0.00	
				856.97	1414142-2024-01-04	Paid on behalf of Guerra, Emilio	856.97	0.00	
				4,892.41	1414143-2024-01-04	Paid on behalf of Mcelroy, Scott	4,892.41	0.00	
				6,533.40	1414144-2024-01-04	Paid on behalf of Witt, Mark	6,533.40	0.00	
				59.79	1414145-2024-01-04	Paid on behalf of Samani, Roya	59.79	0.00	
	XXXXX0771	01/11/2024	U.S. Bank	716,250.00	03312024	OPEB Trust Contribution Q3 FY24 Wire Date 1/10/2024	716,250.00	0.00	\$4,507,359.00
				3,791,109.00	FY2024 Additional	PENSION Trust Contribution FY2024 Add'l Wire Date 1/10/2024	3,791,109.00	0.00	
Grand Total				11,159,032.93			11,159,048.91	15.98	\$11,159,032.93

City of Sunnyvale

LIST # 216

**List of All Claims and Bills Approved for Payment
For Payments Dated 01/14/2024 through 01/20/2024**

Sorted by Payment Type, Payment Number and Invoice Number

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
CHECK	XXXXX4995	01/16/2024	State Water Resources Control Board	120.00	KTD3-01112024	K Thompson D3 Cert Appl	120.00	0.00	\$120.00
	XXXXX4996	01/16/2024	Air Exchange Inc	2,698.67	91610486	Product	2,698.67	0.00	\$2,698.67
	XXXXX4997	01/16/2024	All City Management Services Inc	52,006.19	89908	11/26-12/09/23	52,006.19	0.00	\$98,358.14
				46,351.95	90165	12/10-12/23/23	46,351.95	0.00	
	XXXXX4998	01/16/2024	Amazon Capital Services Inc	42.29	17NJ-HMNR-YXPG	Thao Nguyen	42.29	0.00	\$95.68
				31.81	1FLJ-GR7N-FCWX	Akiko Matsumoto	31.81	.0	
				21.58	1HRL-WX4D-LVFQ	Hong Luu	21.58	0.00	
	XXXXX4999	1/16/2024	Baker & Taylor LLC	1,512.41	PCG010224S VAVP	Books	1,512.41	0.00	\$2,823.49
				1,311.08	PCG120123S VAVP	CLS Cataloging & Processing	1,311.08	0.00	
	XXXXX5000	1/16/2024	Cal Coast Telecom	3,528.00	S23A07931	FPO#DPW121223	3,528.00	0.00	\$3,528.00
	XXXXX5001	1/16/2024	California Newspapers Partnership	99.00	0006797311	AD AC#2083317	99.00	0.00	\$99.00
	XXXXX5002	1/16/2024	Civica Law Group APC	1,323.00	11801	Legal Fees	1,323.00	0.00	\$3,092.00
				1,769.00	11802	Legal Fees	1,769.00	0.00	
	XXXXX5003	1/16/2024	Construction Testing Services Inc	180.75	20029-4	Emergency Stabilization of St	180.75	0.00	\$180.75

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX5004	01/16/2024	Core & Main LP	589.28	T814072	Parts	589.28	0.00	\$39,847.33
				2,160.68	T956481	Parts	2,160.68	0.00	
				1,031.23	U025175	Parts	1,031.23	0.00	
				11,106.75	U103085	Parts	11,106.75	0.00	
				15,707.46	U103913	Parts	15,707.46	0.00	
				2,990.03	U104429	Parts	2,990.03	0.00	
				3,259.45	U113040	Parts	3,259.45	0.00	
				697.73	U138851	Parts	697.73	0.00	
				2,304.72	U153301	Parts	2,304.72	0.00	
	XXXXX5005	01/16/2024	County of Santa Clara	460.00	H9585145600	Medical Services	460.00	0.00	\$19,724.00
				2,779.00	H9655713800	Medical Services	2,779.00	0.00	
				2,779.00	H9660862200	Medical Services	2,779.00	0.00	
				1,429.00	H9661108400	Medical Services	1,429.00	0.00	
				1,429.00	H9661339200	Medical Services	1,429.00	0.00	
				2,272.00	H9669208300	Medical Services	2,272.00	0.00	
				3,276.00	H9736451202	Medical Services	3,276.00	0.00	
				2,433.00	H9792965800	Medical Services	2,433.00	0.00	
				2,867.00	H9793029400	Medical Services	2,867.00	0.00	
	XXXXX5006	01/16/2024	County of Santa Clara	757.00	IN1287300	AC#AR1213315	757.00	0.00	\$757.00
	XXXXX5007	01/16/2024	Downey Brand LLP	539.50	594154	Baykeeper	539.50	0.00	\$581.00
				41.50	594156	Legal Fees	41.50	0.00	
	XXXXX5008	01/16/2024	Ferguson US Holdings Inc	6,106.85	1827320	Parts	6,106.85	0.00	\$6,106.85
	XXXXX5009	01/16/2024	Fire & Risk Alliance LLC	2,033.60	132-007-13	Dec 23	2,033.60	0.00	\$3,282.55
				1,248.95	132-008-08	Dec 23	1,248.95	0.00	
	XXXXX5010	01/16/2024	GEOinovo Solutions Inc	5,161.15	420	GIS updates	5,161.15	0.00	\$5,161.15
	XXXXX5011	01/16/2024	Health Expressions	140.00	103	Zumba Classes	140.00	0.00	\$140.00
	XXXXX5012	01/16/2024	Home Depot USA Inc d/b/a The Home Depot Pro	1,282.03	783230956	Supplies	1,282.03	0.00	\$1,282.03

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX5013	01/16/2024	Imagination Playground LLC	7,679.75	731202	Block Set	7,679.75	0.00	\$7,679.75
	XXXXX5014	01/16/2024	Jarvis Fay LLP	3,071.50	18447	Legal Services	3,071.50	0.00	\$3,071.50
	XXXXX5015	01/16/2024	Kanopy Inc	1,793.00	381717-PPU	Film Database Access	1,793.00	0.00	\$1,793.00
	XXXXX5016	01/16/2024	Mallory Safety & Supply LLC	123.75	5796192	Stores Inventory	123.75	0.00	\$123.75
	XXXXX5017	01/16/2024	Midwest Tape LLC	9,520.61	504858449	Digital Materials M/E 12/31/23	9,520.61	0.00	\$9,520.61
	XXXXX5018	01/16/2024	ODP Business Solutions LLC (f/k/a Office Depot Business Solutions LLC)	91.84	347209432001	Anjelene Manzanares	91.84	0.00	\$909.07
				127.59	347209436001	Anjelene Manzanares	127.59	0.00	
				224.33	347892992001	Thao Thanh Nguyen	224.33	0.00	
				85.99	348439456001	Grace Lo	85.99	0.00	
				6.95	348588539001	Frances Morales	6.95	0.00	
				69.80	348588540001	Frances Morales	69.80	0.00	
				221.41	349598984001	Rebecca Montalvo	221.41	0.00	
				81.16	350167339001	Connie Patchin	81.16	0.00	
	XXXXX5019	01/16/2024	Pacific Gas & Electric Co	4,395.26	0395847945-7 1223	121 W Evelyn Ave-Multimodal	4,395.26	0.00	\$4,481.56
				1.32	8980516791-6 1223	N/S El Camino&E Remington	1.32	0.00	
				84.98	9732283098-1 1223	Landfill & Recycle Center	84.98	0.00	
	XXXXX5020	01/16/2024	Pine Cone Lumber Co	190.58	215814	Supplies	190.58	0.00	\$190.58

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Inc						
	XXXXX5021	01/16/2024	Secure Solutions	1,930.48	000838	Background Investigation	1,930.48	0.00	\$5,759.20
				1,956.52	000842	Background Investigation	1,956.52	0.00	
				1,872.20	000844	Background Investigation	1,872.20	0.00	
	XXXXX5022	01/16/2024	State Water Resources Control Board	99,054.12	LW-1045320	Sys 4310014 7/1/23-6/30/24	99,054.12	0.00	\$99,054.12
	XXXXX5023	01/16/2024	State Water Resources Control Board	1,224.00	SW-0281735	Index 591683 1/1/24-12/31/24	1,224.00	0.00	\$1,623.00
				399.00	WD-0258312	Index 586110 7/1/23-6/30/24	399.00	0.00	
	XXXXX5024	01/16/2024	Stearns, Conrad and Schmidt Consulting Engineers Inc	750.00	0489343	LF Dec 2023 Service	750.00	0.00	\$750.00
	XXXXX5025	01/16/2024	TRC Solutions	5,748.60	98795	UST Rpl Thru 10/6/2023	5,748.60	0.00	\$5,748.60
	XXXXX5026	01/16/2024	United Rentals (North America) Inc	1,642.33	165469049-066	PU Truck 12/21/23-1/18/24	1,642.33	0.00	\$4,947.73
				3,305.40	172295268-059	Dump Truck 12/28/23-1/15/24	3,305.40	0.00	
	XXXXX5028	01/16/2024	University of California Santa Cruz	232.50	59278	Shah, Monica #22-12-501-46	232.50	0.00	\$117,108.80
				4,887.00	59300	Alhammouri, F #22-12-501-76	4,887.00	0.00	
				5,584.50	59301	Brown, Brenda #22-12-501-90	5,584.50	0.00	
				4,585.50	59302	Brunchi, C #22-12-501-86	4,585.50	0.00	
				5,706.00	59303	Ceballos, C #22-12-501-79	5,706.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				3,186.00	59304	Chin, Renee #22-12-501-82	3,186.00	0.00	
				2,722.50	59305	Escorcio, D #22-12-501-97	2,722.50	0.00	
				5,818.50	59306	Fischer, S #22-12-501-78	5,818.50	0.00	
				4,585.50	59307	Gao, Running #22-12-2064-84	4,585.50	0.00	
				6,750.00	59308	Itani, Lorraine #22-12-501-94	6,750.00	0.00	
				3,942.00	59309	Lee, Hsiang-L #22-12-2064-91	3,942.00	0.00	
				6,750.00	59310	Maldavsky, M #22-12-501-95	6,750.00	0.00	
				4,900.50	59311	Segovia, Ana #22-12-501-93	4,900.50	0.00	
				4,846.50	59312	Serpeninov, O #22-12-2064-77	4,846.50	0.00	
				3,042.00	59314	Sims, Max #22-12-2064-81	3,042.00	0.00	
				4,698.00	59316	Thompson, Vira #22-12-501-89	4,698.00	0.00	
				4,779.00	59317	Vo, Thuvan #22-12-501-87	4,779.00	0.00	
				3,537.00	59318	Wang, Bin #22-12-501-75	3,537.00	0.00	
				2,925.00	59319	Wang, Sunny #22-12-2064-83	2,925.00	0.00	
				5,706.00	59320	Zar, Jonathan #22-12-2064-88	5,706.00	0.00	
				300.00	59321	Aris, Aleks #22-12-201-30	300.00	0.00	
				284.50	59322	Rachel Branch 22-	284.50	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						12-2064-63			
				307.50	59323	Kreps-Townsend 22-12-501-58	307.50	0.00	
				301.00	59324	Babakan, R #22-12-501-57	301.00	0.00	
				539.50	59325	Chen, Trilia #22-12-501-20	539.50	0.00	
				6,160.50	59330	Dang, Lilian #22-12-501-92	6,160.50	0.00	
				6,750.00	59331	France, A #22-12-501-101	6,750.00	0.00	
				5,634.00	59332	Janakes, Laura #22-12-501-99	5,634.00	0.00	
				4,261.50	59333	Landa Castro, C 22-12-501-98	4,261.50	0.00	
				2,211.30	59334	Morikawa, K #22-12-501-105	2,211.30	0.00	
				1,175.00	59341	Ford, Michael #22-12-201-80	1,175.00	0.00	
	XXXXX5029	01/16/2024	Van Dermiden Makus Law Corporation	4,377.50	28531	Legal Services	4,377.50	0.00	\$4,377.50
	XXXXX5030	01/16/2024	Verizon Wireless	75.00	9948178692	442582429-00001 10/2-11/1	75.00	0.00	\$150.00
				75.00	9950619741	442582429-00001 11/2-12/1	75.00	0.00	
	XXXXX5031	01/16/2024	Western States Tool & Supply Corporation	1,803.84	240184	Stores Inventory	1,803.84	0.00	\$1,803.84
	XXXXX5032	01/16/2024	Western Truck Fabrication	64,774.42	25873	Wachs Valve Operator	64,774.42	0.00	\$64,774.42
	XXXXX5033	01/16/2024	World Cup Soccer Camps and Clinics	1,964.20	WCS2023SD	Soccer Classes 9/20-12/13/23	1,964.20	0.00	\$1,964.20
	XXXXX5034	01/16/2024	Zenner USA Inc	15.08	0083087-IN	Freight	15.08	0.00	\$13,992.88
				13,977.80	0083219-IN	Supplies	13,977.80	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX5035	01/18/2024	California Building Standards Commission	4,550.40	2023 Q4	Building Permit	4,550.40	0.00	\$4,550.40
	XXXXX5036	01/18/2024	Department of Conservation	50,229.50	2023Q4	SMIP & Seismic Hazard Fee	50,229.50	0.00	\$50,229.50
	XXXXX5037	01/18/2024	NOVAworks Foundation	80.00	012024	012024 NOVA Dues	80.00	0.00	\$80.00
	XXXXX5038	01/18/2024	Pacific Gas & Electric Co	75,541.25	Notification#1 24899542	10-Yr Refundable Adv Option	75,541.25	0.00	\$75,541.25
	XXXXX5039	01/18/2024	State of CA - Dept of Forestry & Fire	125.00	24-083	C Kassel Instructor Reg Appl	125.00	0.00	\$125.00
	XXXXX5040	01/18/2024	State Water Resources Control Board	130.00	GMD2R-011224	Gerardo Medina D2 Renewal	130.00	0.00	\$130.00
	XXXXX5041	01/18/2024	State Water Resources Control Board	125.00	DHerrera. Gr1Cert	Davide Herrera OIT I Appl	125.00	0.00	\$125.00
	XXXXX5042	01/18/2024	Sunnyvale Public Safety Officers Assn	20,070.00	012024	012024 Association Dues	20,070.00	0.00	\$20,070.00
	XXXXX5043	01/18/2024	USDA-APHIS General	78.19	3004814224	C#3282817 Thru 11/30/2023	78.19	0.00	\$78.19
	XXXXX5044	01/18/2024	34th Street Inc	5,770.04	2023-227	Coaching & Travel Expenses	5,770.04	0.00	\$7,770.04
				2,000.00	2023-228	Coaching & Travel Expenses	2,000.00	0.00	
	XXXXX5045	01/18/2024	A Tool Shed Inc	1,853.60	1570788T-4	Rental	1,853.60	0.00	\$1,853.60
	XXXXX5047	01/18/2024	Aantex Pest Control	63.00	550327	Pest Control	63.00	0.00	\$2,101.00
				120.00	554586	Pest Control	120.00	0.00	
				110.00	554587	Pest Control	110.00	0.00	
				90.00	554588	Pest Control	90.00	0.00	
				95.00	554589	Pest Control	95.00	0.00	
				95.00	554590	Pest Control	95.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				95.00	554591	Pest Control	95.00	0.00	
				95.00	554592	Pest Control	95.00	0.00	
				95.00	554593	Pest Control	95.00	0.00	
				95.00	554594	Pest Control	95.00	0.00	
				70.00	554595	Pest Control	70.00	0.00	
				70.00	554596	Pest Control	70.00	0.00	
				70.00	554597	Pest Control	70.00	0.00	
				55.00	554598	Pest Control	55.00	0.00	
				55.00	554599	Pest Control	55.00	0.00	
				55.00	554600	Pest Control	55.00	0.00	
				55.00	554601	Pest Control	55.00	0.00	
				55.00	554602	Pest Control	55.00	0.00	
				55.00	554603	Pest Control	55.00	0.00	
				63.00	554604	Pest Control	63.00	0.00	
				95.00	554606	Pest Control	95.00	0.00	
				63.00	554607	Pest Control	63.00	0.00	
				87.00	554608	Pest Control	87.00	0.00	
				150.00	554609	Pest Control	150.00	0.00	
				85.00	554611	Pest Control	85.00	0.00	
				65.00	554624	Pest Control	65.00	0.00	
	XXXXX5048	01/18/2024	Ace Fire Equipment & Service Co Inc	506.61	319930	Training	506.61	0.00	\$506.61
	XXXXX5049	01/18/2024	Airgas Inc	375.31	5505037746	Cylinder Rental	375.31	0.00	\$375.31
	XXXXX5050	01/18/2024	Always Under Pressure	46.56	100320	Part	47.03	0.47	\$46.56
	XXXXX5051	01/18/2024	Amazon Capital Services Inc	141.84	11LM-7XDD-FC1C	Veronica Torrez	141.84	0.00	\$2,804.50
				46.43	17R1-LP7J-QVXL	Walter Buczeke	46.43	0.00	
				53.47	17RG-3Q6K-CHP4	Tisha Johnson	53.47	0.00	
				48.02	197X-NGVC-	Katy Warren	48.02	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					GWVM				
				105.39	19H1-6HVV-KN4X	Nan Choi	105.39	0.00	
				26.31	19PH-WY43-G344	Celena Ruiz	26.31	0.00	
				43.64	1DPH-CJLC-DT43	Mark Witt	43.64	0.00	
				885.52	1G3F-CK7V-LGNC	Grace Lo	885.52	0.00	
				31.98	1HXT-7Y7X-RHCX	Nan Choi	31.98	0.00	
				58.90	1JGR-3MM1-PQ7R	Janelle Resuello	58.90	0.00	
				34.00	1K76-NC4D-RLPM	Nan Choi	34.00	0.00	
				56.72	1KC4-Q4RN-G1N7	Reiko Yoshidome	56.72	0.00	
				945.71	1L3V-KYC1-FCFJ	Katy Warren	945.71	0.00	
				46.32	1MWY-6Q4R-LTLR	Mark Witt	46.32	0.00	
				78.76	1NM3-XL9M-MC1C	Grace Lo	78.76	0.00	
				105.68	1PDM-YD9R-J1F7	Phyllis Chan	105.68	0.00	
				11.02	1PH6-KLJX-MCN9	Nan Choi	11.02	0.00	
				47.93	1RM3-HNRQ-R6KM	Nan Choi	47.93	0.00	
				36.86	1WG7-DN1Y-1V43	Monica Gutierrez	36.86	0.00	
	XXXXX5052	01/18/2024	Ascent Environmental	4,515.00	20220090.01-8	Kifer Road Apartment Project	4,515.00	0.00	\$4,515.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX5053	01/18/2024	AT&T	682.74	21073164	BAN 9391069217	682.74	0.00	\$682.74
	XXXXX5054	01/18/2024	AT&T	175.00	491447	DPS Investigations	175.00	0.00	\$175.00
	XXXXX5055	01/18/2024	Avalon Silicon Valley	1,026.61	1432037		1,026.61	0.00	\$1,026.61
	XXXXX5056	01/18/2024	Bay Area Air Quality Management District	19,082.00	T163172	Facility ID:5905	19,082.00	0.00	\$19,082.00
	XXXXX5057	01/18/2024	Bee Friendly Honey Bee Mgmt Solutions	525.00	7229	Yellow Jacket Removal	525.00	0.00	\$4,300.00
				1,675.00	7233	Yellow Jacket Removal	1,675.00	0.00	
				525.00	7251	Yellow Jacket Removal	525.00	0.00	
				525.00	7268	Yellow Jacket Removal	525.00	0.00	
				1,050.00	7269	Yellow Jacket Removal	1,050.00	0.00	
	XXXXX5058	01/18/2024	Bisheng Chen	425.61	186521-4752	Refund: 1118 Pecos Wy	425.61	0.00	\$425.61
	XXXXX5059	01/18/2024	Bobby Wen	277.70	24-066	Materials: AWS SageMaker	277.70	0.00	\$277.70
	XXXXX5060	01/18/2024	Carbonic Service Inc	425.63	2000012680	Fountain Supplies	425.63	0.00	\$1,631.19
				188.68	546033	Fountain Supplies	188.68	0.00	
				290.00	546514	Fountain Supplies	290.00	0.00	
				468.84	556141	Fountain Supplies	468.84	0.00	
				258.04	556580	Fountain Supplies	258.04	0.00	
	XXXXX5061	01/18/2024	Central Labor Council Partnership	76,907.57	78	December 2023	76,907.57	0.00	\$76,907.57
	XXXXX5062	01/18/2024	CH2O Inc	600.00	342476	Heat loop maintenance	600.00	0.00	\$600.00
	XXXXX5063	01/18/2024	Charles Street Gardens	1,250.00	23-24NBRGRNT	Neighborhood Grant Reimb	1,250.00	0.00	\$1,250.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					charlesst				
	XXXXX5064	01/18/2024	Chemtrade Chemicals US LLC	4,055.58	93639484	Chemicals	4,055.58	0.00	\$15,683.52
				4,162.30	93639485	Chemicals	4,162.30	0.00	
				3,737.12	93640708	Chemicals	3,737.12	0.00	
				3,728.52	93644885	Chemicals	3,728.52	0.00	
	XXXXX5066	01/18/2024	Cintas Loc #38K	293.38	4172720205	Laundry	293.38	0.00	\$5,314.73
				293.38	4173412649	Mat rental	293.38	0.00	
				293.38	4174190795	Mat rental	293.38	0.00	
				293.38	4174897259	Mat Rental	293.38	0.00	
				293.38	4175553026	Mat rental	293.38	0.00	
				24.17	4176290045	Uniform	24.17	0.00	
				147.19	4176290153	Uniform	147.19	0.00	
				146.61	4176290214	Uniform	146.61	0.00	
				306.84	4176290320	Uniform	306.84	0.00	
				293.38	4176290793	Mat Rental	293.38	0.00	
				24.17	4177005022	Uniform	24.17	0.00	
				146.61	4177005068	Uniform	146.61	0.00	
				147.19	4177005112	Uniform	147.19	0.00	
				319.03	4177005257	Uniform	319.03	0.00	
				293.38	4177005584	Mat rental	293.38	0.00	
				24.17	4177751063	Uniform	24.17	0.00	
				147.19	4177751080	Uniform	147.19	0.00	
				146.61	4177751109	Uniform	146.61	0.00	
				316.54	4177751224	Uniform	316.54	0.00	
				293.38	4177751486	Mat Rental	293.38	0.00	
				202.50	4178385196	Mat rental	202.50	0.00	
				24.17	4178551060	Uniform	24.17	0.00	
				146.61	4178551138	Uniform	146.61	0.00	
				147.19	4178551188	Uniform	147.19	0.00	
				348.40	4178551475	Uniform	348.40	0.00	
				202.50	4179083446	Mat Rental	202.50	0.00	
	XXXXX5067	01/18/2024	City of Santa Clara	689.84	Bill01092024	Acct# 00017353-01	689.84	0.00	\$689.84

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX5068	01/18/2024	Clearwater Hydrology	5,405.50	7625	Eng hydrologic consulting	5,405.50	0.00	\$5,405.50
	XXXXX5069	01/18/2024	Consolidated Parts Inc	2,073.38	5084378	Parts	2,073.38	0.00	\$2,073.38
	XXXXX5070	01/18/2024	Creative Security Company Inc	1,141.00	81259	Patrol Services Nov 23	1,141.00	0.00	\$2,282.00
				1,141.00	81878	Patrol Service Dec 23	1,141.00	0.00	
	XXXXX5071	01/18/2024	Dooley Enterprises, Inc.	11,207.91	67077	Ammo	11,207.91	0.00	\$11,207.91
	XXXXX5072	01/18/2024	EarthShare California	60.00	012024	012024	60.00	0.00	\$60.00
	XXXXX5073	01/18/2024	Endress & Hauser Inc	13,970.35	6002519330	Flow meter	13,970.35	0.00	\$13,970.35
	XXXXX5074	01/18/2024	ESA	4,313.99	192325	Treatment Pond Levee Emergency Repair	4,313.99	0.00	\$4,313.99
	XXXXX5075	01/18/2024	Escobars Security Plus Alarm Systems	504.00	1075	FPO##FY24-081	504.00	0.00	\$504.00
	XXXXX5076	01/18/2024	Fire & Risk Alliance LLC	9,143.67	132-001-84	Support Dec 23	9,143.67	0.00	\$9,143.67
	XXXXX5077	01/18/2024	Fire Station Outfitters	13,504.22	23-7073	Recliners	13,504.22	0.00	\$13,504.22
	XXXXX5078	01/18/2024	Fisher Scientific Co LLC	3,138.15	8571280	Parts	3,138.15	0.00	\$3,624.36
				486.21	8820018	Parts	486.21	0.00	
	XXXXX5079	01/18/2024	FitGuard Inc	175.00	0000207626	Preventative Maintenance	175.00	0.00	\$175.00
	XXXXX5080	01/18/2024	GardaWorld	4,198.39	10763850	Armored car service Jan 24	4,198.39	0.00	\$4,198.39
	XXXXX5081	01/18/2024	Getinge USA Sales LLC	6,383.52	6992452964	Parts	6,383.52	0.00	\$6,383.52
	XXXXX5082	01/18/2024	Graham Contractors Inc	58,478.50	SlurrySeal2023#R	ST-23-02	58,478.50	0.00	\$58,478.50

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX5083	01/18/2024	Grainger	343.35	9961159994	Supplies	343.35	0.00	\$1,101.33
				757.98	9963477758	Supplies	757.98	0.00	
	XXXXX5084	01/18/2024	Hach Co Inc	2,757.77	13854903	Chemicals	2,757.77	0.00	\$3,337.92
				580.15	13867534	Chemicals	580.15	0.00	
	XXXXX5085	01/18/2024	Harvey Nash Inc	8,800.00	155468	Consulting	8,800.00	0.00	\$8,800.00
	XXXXX5086	01/18/2024	Hefner Stark & Marois LLP	415.00	8327.0001-17	Legal Serivces	415.00	0.00	\$943.00
				528.00	8327.0003-1	Legal Services	528.00	0.00	
	XXXXX5087	01/18/2024	Hetnet Wireless LLC	1,500.00	5513	Testing	1,500.00	0.00	\$1,500.00
	XXXXX5088	01/18/2024	Home Depot USA Inc d/b/a The Home Depot Pro	485.04	784799231	Supplies	485.04	0.00	\$485.04
	XXXXX5089	01/18/2024	IDEXX Distribution Inc	6,707.02	3142853136	Supplies	6,707.02	0.00	\$6,707.02
	XXXXX5090	01/18/2024	Impact Canopies USA	4,907.00	INV00013609 1	FPO# LRS121223	4,907.00	0.00	\$4,907.00
	XXXXX5091	01/18/2024	Imperial Dade	3,015.14	15603744	Supplies	3,015.14	0.00	\$3,015.14
	XXXXX5092	01/18/2024	Irvine & Jachens Inc.	366.25	4484	Badge	366.25	0.00	\$366.25
	XXXXX5093	01/18/2024	Kimley Horn & Assoc Inc	5,607.50	26771660	Tasman Bike/Ped Thru Nov 30	5,607.50	0.00	\$5,607.50
	XXXXX5094	01/18/2024	Kirby Canyon Recycling and Disposal Facility	469,077.47	Dec2023	AC#46-0849 Landfill Disposal	469,077.47	0.00	\$469,077.47
	XXXXX5095	01/18/2024	L N Curtis & Sons Inc	595.82	INV773539	Supplies	595.82	0.00	\$1,191.64
				595.82	INV773543	Supplies	595.82	0.00	
	XXXXX5096	01/18/2024	Lawson Products Inc	942.15	9311195230	Supplies	942.15	0.00	\$942.15
	XXXXX5097	01/18/2024	LC Action Police Supply	65.42	458336	Supplies	65.42	0.00	\$6,138.73
				1,075.43	458452	Supplies	1,075.43	0.00	
				1,075.43	458453	Supplies	1,075.43	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				1,075.43	458456	Supplies	1,075.43	0.00	
				578.66	458987	Supplies	578.66	0.00	
				578.66	458988	Supplies	578.66	0.00	
				140.55	459116	Supplies	140.55	0.00	
				43.72	459117	Supplies	43.72	0.00	
				180.06	459118	Supplies	180.06	0.00	
				91.92	459119	Supplies	91.92	0.00	
				158.02	459120	Supplies	158.02	0.00	
				1,075.43	459374	Supplies	1,075.43	0.00	
	XXXXX5098	01/18/2024	Maryia Kapustsina	405.00	24-067	Exam: PMP	405.00	0.00	\$405.00
	XXXXX5099	01/18/2024	Matthew J Hutchison	317.39	EXP0000467 94544	Travel Baltimore 082423	317.39	0.00	\$317.39
	XXXXX5100	01/18/2024	McMaster Carr Supply Co	23.13	20047593	Supplies	23.40	0.27	\$91.63
				68.50	20137361	Supplies	69.69	1.19	
	XXXXX5101	01/18/2024	Mountain View/Los Altos High School Dist	95.00	HanhHuynh	Huynh, Hanh 22-05- 2064-02	95.00	0.00	\$95.00
	XXXXX5102	01/18/2024	MTS Training Academy	856.60	4647-A	McMullen, Q #22-15- 201-07	856.60	0.00	\$856.60
	XXXXX5103	01/18/2024	Murphy District Association	1,250.00	23- 24NBRGRNT murphy	Nbr Grant Candy Cane Ave	1,250.00	0.00	\$1,250.00
	XXXXX5104	01/18/2024	Nutrien AG Solutions Inc	3,928.50	53008175	Supplies	3,928.50	0.00	\$3,928.50
	XXXXX5105	01/18/2024	Occupational Health Centers of California	129.00	81562605	Medical Svc	129.00	0.00	\$1,201.00
				991.00	81670673	Medical Svc	991.00	0.00	
				81.00	81738029	Medical Svc	81.00	0.00	
	XXXXX5106	01/18/2024	ODP Business Solutions LLC (f/k/a Office Depot Business Solutions LLC)	72.30	34778257800 1	Reiko Yoshidome	72.30	0.00	\$228.31
				63.10	34789305200 1	Michelle Chuck	63.10	0.00	
				92.91	34917213200 1	Andrea Thompson	92.91	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX5107	01/18/2024	Pacific Gas & Electric Co	1,170.64	0008260079-2	COO for Sp Fac@1444 Borregas WPCP Pwr Gen Facilities	1,170.64	0.00	\$3,002.08
				1,831.44	0069706286-7 1223	725 Kifer Rd/SCS Property	1,831.44	0.00	
	XXXXX5108	01/18/2024	Peter W Richards	170.43	35225	Stores Inventory	170.43	0.00	\$170.43
	XXXXX5109	01/18/2024	Polydyne Inc	2,970.00	1798122	Experimental Chemical	2,970.00	0.00	\$2,970.00
	XXXXX5110	01/18/2024	Portnov Computer School	6,705.00	01-01-24	Chang, Susanna 24-06-501-01	6,705.00	0.00	\$13,410.00
				6,705.00	12-05-23	Kunwor, Madhu #22-06-201-24	6,705.00	0.00	
	XXXXX5111	01/18/2024	Potable Divers Inc	4,000.00	23401	Water Tank Inspection & Svc	4,000.00	0.00	\$28,200.00
				4,000.00	23402	Water Tank Inspection & Svc	4,000.00	0.00	
				4,000.00	23403	Water Tank Inspection & Svc	4,000.00	0.00	
				4,000.00	23404	Water Tank Inspection & Svc	4,000.00	0.00	
				5,500.00	23405	Reservoir Inspection & Svc	5,500.00	0.00	
				1,900.00	23406	Reservoir Inspection & Svc	1,900.00	0.00	
				1,900.00	23407	Reservoir Inspection & Svc	1,900.00	0.00	
				1,900.00	23408	Reservoir Inspection & Svc	1,900.00	0.00	
				1,000.00	23409	Reservoir Inspection	1,000.00	0.00	
	XXXXX5112	01/18/2024	Procareer Academy	7,500.00	FSD03-005	Chung, H C 24-01-201-03	7,500.00	0.00	\$15,000.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				7,500.00	FSD03-006	Reyes, C-A #24-01-501-04	7,500.00	0.00	
	XXXXX5113	01/18/2024	Reeds Indoor Range	144.00	820115	Lane Rentals Dec 2023	144.00	0.00	\$144.00
	XXXXX5114	01/18/2024	San Jose Boiler Works	1,626.41	21869	Supplies	1,626.41	0.00	\$1,626.41
	XXXXX5115	01/18/2024	Santa Clara Adult Education	809.10	12764	Huang, Xi #22-07-501-14	809.10	0.00	\$809.10
	XXXXX5116	01/18/2024	Secure Solutions	100.00	000862	Polygraph Exam	100.00	0.00	\$100.00
	XXXXX5117	01/18/2024	Solitude Lake Management LLC	4,123.00	PSI-91823	Plant Levee Mtnce July 2023	4,123.00	0.00	\$340,246.00
				5,745.00	PSI-93979	Plant Levee Mtnce July 2023	5,745.00	0.00	
				4,123.00	PSI004746	Plant Levee Vege Treatment	4,123.00	0.00	
				46,695.00	PSI013740	Plant Levee Vege Removal	46,695.00	0.00	
				4,123.00	PSI021094	Plant Levee Vege Treatment	4,123.00	0.00	
				80,655.00	PSI022168	Plant Levee Vege Removal	80,655.00	0.00	
				4,123.00	PSI029123	Plant Levee Vege Treatment	4,123.00	0.00	
				12,735.00	PSI029329	Vege Removal 10/27-31/23	12,735.00	0.00	
				4,123.00	PSI029597	Plant Levee Vege Treatment	4,123.00	0.00	
				101,880.00	PSI029683	Plant Levee Mtnce Nov 2023	101,880.00	0.00	
				4,123.00	PSI036697	Plant Levee Vege Treatment	4,123.00	0.00	
				12,735.00	PSI036698	Plant Levee	12,735.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Harvesting 12/1-5			
				50,940.00	PSI036703	Plant Levee Harvesting 12/1-5	50,940.00	0.00	
				4,123.00	PSI043508	Plant Levee Vege Treatment	4,123.00	0.00	
	XXXXX5118	01/18/2024	Stacy Robert Macfarlane	450.00	1017	Polygraph Services	450.00	0.00	\$450.00
	XXXXX5119	01/18/2024	Staples Inc	99.60	3557127832	Bill 8072939239 Thao Nguyen	99.60	0.00	\$721.93
				96.12	3557127833	Bill 8072939239 Terri Furton	96.12	0.00	
				264.03	3557127834	Bill 8072939239 R Montalvo	264.03	0.00	
				20.19	3557127835	Bill 8072939239 W Buczeke	20.19	0.00	
				51.79	3557127836	Bill 8072939239 Lisa Mason	51.79	0.00	
				161.46	3557127837	Bill 8072939239 Angela Chan	161.46	0.00	
				17.22	3557127838	Bill 8072939239 J Resuello	17.22	0.00	
				11.52	3557127839	Bill 8072939239 Celena Ruiz	11.52	0.00	
	XXXXX5120	01/18/2024	Stearns, Conrad and Schmidt Consulting Engineers Inc	842.00	0489228	LF&Smart Stn Compliance Dec	842.00	0.00	\$10,434.50
				1,695.00	0489624	SmartStn & LF Monitoring Dec	1,695.00	0.00	
				7,897.50	0489631	LF Svc Dec 2023	7,897.50	0.00	
	XXXXX5121	01/18/2024	Stericycle Inc	103.78	8005346728	C# 3000149638 11/14/23	103.78	0.00	\$103.78
	XXXXX5122	01/18/2024	Sunnyvale Downtown Association	2,000.00	23COMMGR ANTsdatree	Nbrhood Grant Tree Lighting	2,000.00	0.00	\$2,000.00
	XXXXX5123	01/18/2024	Superco Specialty	2,985.37	PSI539604	Stores Inventory	2,985.37	0.00	\$2,985.37

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Products						
	XXXXX5124	01/18/2024	Synagro Technologies Inc	4,875.58	44858	Transport Svc Nov 2023	4,875.58	0.00	\$4,875.58
	XXXXX5125	01/18/2024	T-Mobile USA Inc	50.00	9556767114	Tower Dumps CR23-10841	50.00	0.00	\$50.00
	XXXXX5126	01/18/2024	Target Specialty Products Inc	2,015.33	INVP501356438	Supplies	2,015.33	0.00	\$5,538.54
				3,121.67	INVP501366852	Supplies	3,121.67	0.00	
				401.54	INVP501369400	Supplies	401.54	0.00	
	XXXXX5127	01/18/2024	The Goodyear Tire & Rubber Co	2,992.05	184-1100256	Tires	2,992.05	0.00	\$2,992.05
	XXXXX5128	01/18/2024	Thrasher Golf Inc	451.00	61847	Golf Supplies	451.00	0.00	\$451.00
	XXXXX5129	01/18/2024	United Way of the Bay Area	87.00	012024	012024 Contributions	87.00	0.00	\$87.00
	XXXXX5130	01/18/2024	Univar Solutions USA Inc	6,133.48	51709930	SOD BISULFITE	6,133.48	0.00	\$12,141.12
				6,007.64	51757261	SOD BISULFITE	6,007.64	0.00	
	XXXXX5131	01/18/2024	University of California Santa Cruz	360.50	59337	Maguire, Trevor #22-12-501-74	360.50	0.00	\$1,074.00
				212.50	59339	Wilcox, Bruce #22-12-501-43	212.50	0.00	
				501.00	59340	Zhang, Hai-Ren #22-12-501-73	501.00	0.00	
	XXXXX5132	01/18/2024	VWR International LLC	589.28	8814843950	Supplies	589.28	0.00	\$4,997.70
				201.61	8814854939	Supplies	201.61	0.00	
				71.86	8814865897	Supplies	71.86	0.00	
				29.04	8814876458	Supplies	29.04	0.00	
				667.74	8814880652	Supplies	667.74	0.00	
				52.17	8814886857	Supplies	52.17	0.00	
				30.53	8814886858	Supplies	30.53	0.00	
				877.14	8814886859	Supplies	877.14	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				494.09	8814891285	Supplies	494.09	0.00	
				46.64	8814891288	Supplies	46.64	0.00	
				830.03	8814901878	Supplies	830.03	0.00	
				952.93	8814901879	Supplies	952.93	0.00	
				154.64	8814912222	Supplies	154.64	0.00	
	XXXXX5133	01/18/2024	West Valley Engineering Inc	3,193.11	336909	Netto, Margaret W/E 1/7/24	3,193.11	0.00	\$3,193.11
	XXXXX5134	01/18/2024	Western States Tool & Supply Corporation	435.41	240394	Stores Inventory	435.41	0.00	\$435.41
	XXXXX5135	01/18/2024	Winsupply of Silicon Valley	653.98	047218 02	Supplies	653.98	0.00	\$653.98
	XXXXX5136	01/18/2024	Witmer Tyson Imports Inc	1,190.76	T15291	K-9 Trng & Misc Dec 2023	1,190.76	0.00	\$1,190.76
	XXXXX5137	01/18/2024	Zalco Laboratories	450.00	2312343	Gas Analysis	450.00	0.00	\$450.00
	XXXXX0932	01/18/2024	David K Sakurai	85.00	EXP0000467 94524	Travel Rocklin 110723	85.00	0.00	\$85.00
EFT	XXXXX0933	01/18/2024	Paul G Fukuma	500.00	EXP0000474 42906	Misc Vest Reimbursement 101823	500.00	0.00	\$500.00
	XXXXX0934	01/18/2024	Jennifer C Ng	31.50	EXP0000470 74397	Misc Stans 111623	31.50	0.00	\$31.50
	XXXXX0935	01/18/2024	Matthew Mark Son	393.90	EXP0000469 90914	Misc Vest Reimbursement 111623	393.90	0.00	\$393.90
	XXXXX0936	01/18/2024	Tiffany R Shillito	175.00	EXP0000467 94616	Travel Las Vegas 081523	175.00	0.00	\$175.00
	XXXXX0937	01/18/2024	Norma V O'Connell	344.38	EXP0000467 94591	Travel Palm Springs 091823	344.38	0.00	\$344.38
	XXXXX0938	01/18/2024	Gerardo L Medina	50.19	EXP0000471 32663	Misc Mountain Mikes 12-06-23	50.19	0.00	\$50.19
	XXXXX0939	01/18/2024	Marie E Plonka	54.00	EXP0000467 94628	Travel Morgan Hill 082123	54.00	0.00	\$213.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				159.00	EXP000047040087	Travel Folsom 112923	159.00	0.00	
	XXXXX0940	01/18/2024	Elaine G Ketell	461.02	EXP000046997489	Travel Olympic Valley 102523	461.02	0.00	\$461.02
	XXXXX0941	01/18/2024	Sherine H Nafie	22.93	EXP000041428495	Travel San Carlos 9/15/23	22.93	0.00	\$22.93
	XXXXX0942	01/18/2024	Lisa A Gonzales	49.26	EXP000047100128	Mileage for Cypress Mandela/Stanford Visit	49.26	0.00	\$49.26
	XXXXX0943	01/18/2024	Bryan E Berdeen	89.75	EXP000047074264	MISC CWEA Seminar _Oakland CA _11.29.23_Bryan Berdeen	89.75	0.00	\$89.75
	XXXXX0944	01/18/2024	Bryan M Smart	461.06	EXP000046990897	Misc Vest Reimbursement 110723	461.06	0.00	\$461.06
	XXXXX0945	01/18/2024	Matthew A Dupuis	508.53	EXP000039322939	Travel Folsom 040923	508.53	0.00	\$2,149.04
				598.02	EXP000047118518	Travel Chico 120523	598.02	0.00	
				276.09	EXP000047202229	Travel El Dorado Hills 110223	276.09	0.00	
				496.21	EXP000047202254	Travel Folsom 111123	496.21	0.00	
				270.19	EXP000047202278	Travel Roseville 092523	270.19	0.00	
	XXXXX0946	01/18/2024	Marianne G Siu	602.05	EXP000047442623	Travel Paso Robles 101223	602.05	0.00	\$602.05
	XXXXX0947	01/18/2024	Casey Alan Bishop	320.00	EXP000047098795	Travel Sparks 111623	320.00	0.00	\$320.00
	XXXXX0948	01/18/2024	Daniel H Pistor	324.00	EXP000033945723	Travel Boston 070923	324.00	0.00	\$864.88
				540.88	EXP000046794533	Travel Rocklin 110723	540.88	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0949	01/18/2024	Ava M Fanucchi	290.58	EXP0000469 97438	Travel San Diego 090523	290.58	0.00	\$290.58
	XXXXX0950	01/18/2024	Milicent Rose Kim	43.65	EXP0000474 73814	Travel Livermore 121423	43.65	0.00	\$43.65
	XXXXX0951	01/18/2024	Justin Joseph Mardesich	375.33	EXP0000474 43519	Travel Sparks NV 111623	375.33	0.00	\$1,065.33
				690.00	EXP0000474 92595	Travel Monterey 101823	690.00	0.00	
	XXXXX0952	01/18/2024	Deepti Jain	312.50	EXP0000469 70750	Travel_Monterey_11- 30-23	312.50	0.00	\$312.50
	XXXXX0953	01/18/2024	Steven M Frias	102.00	EXP0000470 99120	Travel Monterey 110623	102.00	0.00	\$102.00
	XXXXX0954	01/18/2024	Cody Michael Lanning	333.88	EXP0000474 31404	Travel Palo Alto 121123	333.88	0.00	\$333.88
	XXXXX0955	01/18/2024	Robin S Smith	159.00	EXP0000474 31571	Travel Folsom 112923	159.00	0.00	\$159.00
	XXXXX0956	01/18/2024	Linda Y Sell	394.62	EXP0000469 72180	Travel Atlanta GA 2023 NLC City Summit 111523	394.62	0.00	\$394.62
	XXXXX0957	01/18/2024	Sangeeta Anand	461.54	EXP0000469 97534	Travel Olympic Valley 102423	461.54	0.00	\$461.54
WIRE	XXXXX0826	01/16/2024	Keenan & Associates	43,357.14	Special Funding-D Meinhardt	Compromise & Release Settlement WR Date 1/12/2024	43,357.14	0.00	\$43,357.14
	XXXXX0827	01/16/2024	Public Employees Retirement System	123,417.24	10000001739 3848	2024 Replacement Benefit Charges Wire Date 1/11/2024	123,417.24	0.00	\$126,204.24
				2,787.00	10000001739 9136	2024 Replacement Benefit Charges Wire Date 1/11/24	2,787.00	0.00	
	XXXXX0929	01/18/2024	Bay Counties SMaRT	1,457,146.24	Bay Counties Nov 2023	Nov 2023 invoice WR date 1/16/2024	1,457,146.24	0.00	\$1,457,146.24
	XXXXX0930	01/18/2024	California Dept of Tax & Fee Admin	3,649.88	38343172	November 30, 2023 ACH Debit 122223	3,649.88	0.00	\$3,649.88

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX0931	01/18/2024	Wells Fargo	53.99	1428037-2024-01-16	Paid on behalf of Hextell, Nancy	53.99	0.00	\$120,456.26
				1,034.58	1428038-2024-01-16	Paid on behalf of Henderson, Kevin	1,034.58	0.00	
				678.10	1428039-2024-01-16	Paid on behalf of Williams, Jared	678.10	0.00	
				331.75	1428040-2024-01-16	Paid on behalf of Johnson, Tisha	331.75	0.00	
				168.69	1428041-2024-01-16	Paid on behalf of Huerta, Rene	168.69	0.00	
				516.82	1428042-2024-01-16	Paid on behalf of Wilson, Rodney	516.82	0.00	
				154.81	1428043-2024-01-16	Paid on behalf of Hill, Trenton	154.81	0.00	
				130.00	1428044-2024-01-16	Paid on behalf of Kirby, Timothy	130.00	0.00	
				361.41	1428045-2024-01-16	Paid on behalf of Medina, Roberto	361.41	0.00	
				181.65	1428046-2024-01-16	Paid on behalf of Diaz, Aracely	181.65	0.00	
				656.25	1428047-2024-01-16	Paid on behalf of Wood, Timothy	656.25	0.00	
				392.58	1428048-2024-01-16	Paid on behalf of Orozco, Raymond	392.58	0.00	
				82.33	1428049-2024-01-16	Paid on behalf of Knight, Robert	82.33	0.00	
				1,639.20	1428050-2024-01-16	Paid on behalf of Jensen, Julie	1,639.20	0.00	
				381.91	1428051-2024-01-16	Paid on behalf of Rodriguez, Pedro	381.91	0.00	
				523.83	1428052-2024-01-16	Paid on behalf of Mckinley, Joseph	523.83	0.00	
				400.00	1428053-	Paid on behalf of	400.00	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					2024-01-16	Nguyen, Thao Thanh			
				1,090.60	1428054-2024-01-16	Paid on behalf of Young, George	1,090.60	0.00	
				279.78	1428055-2024-01-16	Paid on behalf of Bracamonte, Markus	279.78	0.00	
				326.93	1428056-2024-01-16	Paid on behalf of Plonka, Marie	326.93	0.00	
				386.91	1428057-2024-01-16	Paid on behalf of Choi, Yong Nan	386.91	0.00	
				45.73	1428058-2024-01-16	Paid on behalf of Bracamonte, Daniel	45.73	0.00	
				729.20	1428059-2024-01-16	Paid on behalf of Rodriguez, Maria	729.20	0.00	
				627.65	1428060-2024-01-16	Paid on behalf of Gutierrez, Randy	627.65	0.00	
				97.86	1428061-2024-01-16	Paid on behalf of Dance, Kristin	97.86	0.00	
				1,208.84	1428062-2024-01-16	Paid on behalf of Jacquemet, Paul	1,208.84	0.00	
				221.78	1428063-2024-01-16	Paid on behalf of Belanger, Richard	221.78	0.00	
				560.70	1428064-2024-01-16	Paid on behalf of Avila, Saul	560.70	0.00	
				625.97	1428065-2024-01-16	Paid on behalf of Contreras, Audel	625.97	0.00	
				332.31	1428066-2024-01-16	Paid on behalf of Van Dyne, Susan	332.31	0.00	
				106.58	1428067-2024-01-16	Paid on behalf of Collins, William	106.58	0.00	
				462.13	1428068-2024-01-16	Paid on behalf of Charles, Rodolfo	462.13	0.00	
				188.38	1428069-2024-01-16	Paid on behalf of Medina, Gerardo	188.38	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				802.56	1428070-2024-01-16	Paid on behalf of Kashitani, Timothy	802.56	0.00	
				813.75	1428071-2024-01-16	Paid on behalf of Barajas, Jerardo	813.75	0.00	
				513.51	1428072-2024-01-16	Paid on behalf of Barajas, Emiliano	513.51	0.00	
				27.00	1428073-2024-01-16	Paid on behalf of Luckey, Priscilla	27.00	0.00	
				900.61	1428074-2024-01-16	Paid on behalf of Callaghan, Julie	900.61	0.00	
				201.01	1428075-2024-01-16	Paid on behalf of Kashitani, Jamie	201.01	0.00	
				963.08	1428076-2024-01-16	Paid on behalf of Buczeke, Walter	963.08	0.00	
				474.83	1428077-2024-01-16	Paid on behalf of Martinez Melena, Gabriela	474.83	0.00	
				149.99	1428078-2024-01-16	Paid on behalf of Garcia, Claire	149.99	0.00	
				3,588.11	1428079-2024-01-16	Paid on behalf of Griffith, Jonathan	3,588.11	0.00	
				966.11	1428080-2024-01-16	Paid on behalf of Lemasters, James	966.11	0.00	
				1,171.58	1428081-2024-01-16	Paid on behalf of Patel, Parita	1,171.58	0.00	
				1,034.86	1428082-2024-01-16	Paid on behalf of Thompson, Kori	1,034.86	0.00	
				831.61	1428083-2024-01-16	Paid on behalf of Gott, Tracey	831.61	0.00	
				2,625.91	1428084-2024-01-16	Paid on behalf of Hernandez, Jaime	2,625.91	0.00	
				362.12	1428085-2024-01-16	Paid on behalf of Elizondo, Mary	362.12	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				444.23	1428086-2024-01-16	Paid on behalf of Carrasco, Christopher	444.23	0.00	
				511.62	1428087-2024-01-16	Paid on behalf of Sanchez, Richard	511.62	0.00	
				351.74	1428088-2024-01-16	Paid on behalf of Dunklee, Chaunacey	351.74	0.00	
				499.00	1428089-2024-01-16	Paid on behalf of Velasco, Leanora	499.00	0.00	
				374.38	1428090-2024-01-16	Paid on behalf of Wong, Jennifer	374.38	0.00	
				583.29	1428091-2024-01-16	Paid on behalf of Smith, Robin	583.29	0.00	
				792.65	1428092-2024-01-16	Paid on behalf of Wan, Xianliang	792.65	0.00	
				174.77	1428093-2024-01-16	Paid on behalf of Sharma, Guia Marie	174.77	0.00	
				687.00	1428094-2024-01-16	Paid on behalf of Manzanares, Anjelene	687.00	0.00	
				282.43	1428095-2024-01-16	Paid on behalf of Raby, Christina	282.43	0.00	
				388.11	1428096-2024-01-16	Paid on behalf of Smith, Sean	388.11	0.00	
				661.06	1428097-2024-01-16	Paid on behalf of Brand, Brendolyn	661.06	0.00	
				878.73	1428098-2024-01-16	Paid on behalf of Christian, Kelsey	878.73	0.00	
				123.99	1428099-2024-01-16	Paid on behalf of Villegas, Carmen	123.99	0.00	
				90.21	1428100-2024-01-16	Paid on behalf of Monge, Fabian	90.21	0.00	
				755.70	1428101-2024-01-16	Paid on behalf of Avila, Joel	755.70	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				5,125.85	1428102-2024-01-16	Paid on behalf of Espinoza, Leonard	5,125.85	0.00	
				1,679.23	1428103-2024-01-16	Paid on behalf of Lima, Jeromy	1,679.23	0.00	
				1,452.12	1428104-2024-01-16	Paid on behalf of Brusco, Robert	1,452.12	0.00	
				390.00	1428105-2024-01-16	Paid on behalf of Yoshidome, Reiko	390.00	0.00	
				2,966.25	1428106-2024-01-16	Paid on behalf of Filipovic, Bonnie	2,966.25	0.00	
				75.30	1428107-2024-01-16	Paid on behalf of Hernandez, Manuel	75.30	0.00	
				2,375.22	1428108-2024-01-16	Paid on behalf of Christiansen, Ingrid	2,375.22	0.00	
				164.45	1428109-2024-01-16	Paid on behalf of Amaro, Norma	164.45	0.00	
				348.08	1428110-2024-01-16	Paid on behalf of Truong, Jessica	348.08	0.00	
				388.35	1428111-2024-01-16	Paid on behalf of Welling, Heath	388.35	0.00	
				2,373.11	1428112-2024-01-16	Paid on behalf of Gutierrez, Monica	2,373.11	0.00	
				1,550.00	1428113-2024-01-16	Paid on behalf of Ketell, Victoria	1,550.00	0.00	
				74.35	1428114-2024-01-16	Paid on behalf of Rose, Michael	74.35	0.00	
				265.47	1428115-2024-01-16	Paid on behalf of Lopez, Ruben	265.47	0.00	
				171.69	1428116-2024-01-16	Paid on behalf of Resuello, Janelle	171.69	0.00	
				2,752.00	1428117-2024-01-16	Paid on behalf of Lo, Grace	2,752.00	0.00	
				1,162.43	1428118-	Paid on behalf of	1,162.43	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
					2024-01-16	Gamez, Alberto			
				5,490.03	1428119-2024-01-16	Paid on behalf of Martinez, Mark	5,490.03	0.00	
				203.90	1428120-2024-01-16	Paid on behalf of Nunes, Shawn	203.90	0.00	
				537.54	1428121-2024-01-16	Paid on behalf of Chan, Angela	537.54	0.00	
				594.70	1428122-2024-01-16	Paid on behalf of Kesler, Julie	594.70	0.00	
				374.59	1428123-2024-01-16	Paid on behalf of Loya, Benjamin	374.59	0.00	
				464.68	1428124-2024-01-16	Paid on behalf of Chuck, Michelle	464.68	0.00	
				182.74	1428125-2024-01-16	Paid on behalf of Perry, Ryan	182.74	0.00	
				1,552.29	1428126-2024-01-16	Paid on behalf of Schmidt, Martin	1,552.29	0.00	
				639.00	1428127-2024-01-16	Paid on behalf of Church, Irma	639.00	0.00	
				205.00	1428128-2024-01-16	Paid on behalf of Otaguro, Joseph	205.00	0.00	
				330.59	1428129-2024-01-16	Paid on behalf of Pham, Giang	330.59	0.00	
				6,706.24	1428130-2024-01-16	Paid on behalf of Carrillo, Jose	6,706.24	0.00	
				3,308.85	1428131-2024-01-16	Paid on behalf of Le, Kien Ricky	3,308.85	0.00	
				1,897.94	1428132-2024-01-16	Paid on behalf of Anand, Sangeeta	1,897.94	0.00	
				1,096.05	1428133-2024-01-16	Paid on behalf of Bailey, Camron	1,096.05	0.00	
				17,453.92	1428134-2024-01-16	Paid on behalf of Mason, Lisa	17,453.92	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				215.98	1428135-2024-01-16	Paid on behalf of Luu, Hong	215.98	0.00	
				783.33	1428136-2024-01-16	Paid on behalf of Bryan, Laura	783.33	0.00	
				105.66	1428137-2024-01-16	Paid on behalf of Rodriguez, Lorena	105.66	0.00	
				201.54	1428138-2024-01-16	Paid on behalf of Hall, Richard	201.54	0.00	
				138.17	1428139-2024-01-16	Paid on behalf of Guerra, Emilio	138.17	0.00	
				2,328.37	1428140-2024-01-16	Paid on behalf of Mcelroy, Scott	2,328.37	0.00	
				415.98	1428141-2024-01-16	Paid on behalf of Furton, Teresa	415.98	0.00	
				13,839.90	1428142-2024-01-16	Paid on behalf of Witt, Mark	13,839.90	0.00	
				32.80	1428143-2024-01-16	Paid on behalf of Samani, Roya	32.80	0.00	
				37.77	1428144-2024-01-16	Paid on behalf of Kelley, Declan	37.77	0.00	
Grand Total				3,715,762.30			3,715,764.23	1.93	\$3,715,762.30



City of Sunnyvale

Agenda Item

24-0016

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Accept Fiscal Year 2023/24 Transportation Development Act Article 3 Funding in the Amount of \$160,000, and Approve Budget Modification No. 12 to Appropriate the Grant Funding to Fund a New Project - Install Sidewalk on Poplar Avenue

GRANT SUMMARY

Transportation Development Act (TDA) Article 3 is a source of funds created by State legislation and processed through the Metropolitan Transportation Commission (MTC). The funding consists of a portion of sales tax revenue that is returned to local agencies and earmarked for bicycle and pedestrian projects. For FY 2023/24, \$336,620 is guaranteed to the City for eligible projects.

At the June 20, 2023 City Council Meeting, Council adopted Resolution No. 1194-23 (Attachment 1) to authorize the filing of Fiscal Year 2023/24 TDA Article 3 Application in the amount of \$160,000 for the Design Phase of the Install Sidewalk on Poplar Avenue project (RTC No. 23-0241) (Attachment 2). Council also took action to preserve the remaining funding (\$176,620) for the Construction Phase of the project. The Install Sidewalk on Poplar Avenue project includes the installation of a 6-foot-wide sidewalk and a 4-foot-wide park strip on the east side of Poplar Avenue between El Camino Real and Bryant Way, and a minimum of 6-foot wide sidewalk on both sides of Bryant Way east of Poplar Avenue. In addition, the project will install high visibility crosswalk on the east leg of the intersection of Poplar Avenue and Bryant Way, and curb extension on the northeast and southeast corners of the intersection.

Staff is only proposing to request allocation of \$160,000 this fiscal year instead of the full amount because MTC requires all funds allocated this fiscal year to be expended by June 30, 2026. This deadline would be too soon to expend the additional \$176,620 for the construction phase. The funds will be held and requested as part of a future allocation as the City progresses through design and approaches construction. This will benefit the City by starting the full two-year expenditure requirement period when the City is entering the construction phase and actually needs the additional funds.

On November 15, 2023, MTC authorized the disbursement of a total of \$160,000 for the Install Sidewalk on Poplar Avenue project (Attachment 3). The funds will start the design of the project. The disbursement will be on a reimbursement basis; eligible costs must be incurred on or before June 30, 2026, and all invoices need to be submitted to MTC by August 31, 2026, for the funds to be drawn down by September 30, 2026.

EXISTING POLICY

Council Policy 7.1.5 Donations, Contributions and Sponsorships:

The City Manager may apply for grants of any dollar amount, but shall notify the Council when grants

are being pursued. Council approval of a budget modification to appropriate grant monies is required before funds can be expended by staff. Such a budget modification shall include the use to which the grant would be placed; the objectives or goals of the City which will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant. For grants under the amount of \$5,000 that do not have any external reporting requirements or any local match requirement, Council approval of a budget modification is not required. The City Manager is authorized to accept and administratively appropriate the grant funds.

This grant does not meet all of the criteria to be administratively appropriated by the City Manager; therefore, a budget modification is required.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

ENVIRONMENTAL REVIEW

The project funded by the grant qualifies for a categorical exemption for existing facilities under CEQA Guidelines section 15301(c) regarding the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond which presently exists and that does not add automobile lanes.

FISCAL IMPACT

TDA Article 3 is a program that reimburses cities for the incurred costs of selected projects. MTC has authorized a disbursement of \$160,000 from the FY 2023/24 TDA Article 3 Grant program and no local matching funds are required. These grant funds will help offset the \$1.1 million estimated cost of the project per the results of Study Issue DPW 21-04 (RTC No. 23-0067) and RTC 23-0241 Authorization of the Filing of Application for MTC TDA Article 3 FY23/24 Funds for Design of Poplar Sidewalks. The City will continue to seek grant funding to complete the project, including requesting future TDA allocations within the appropriate project timeline and look at other funding sources which can include Green Stormwater Infrastructure Fund, dedicated sidewalk/street funds, Measure B funds or General Funds.

Budget Modification No. 12 has been prepared to appropriate TDA Article 3 Grant funds in the amount of \$160,000 in Fund 2541 - Transportation Development Act Fund to a new project, Install Sidewalk on Poplar Avenue.

FY 2023/24

	Current	Increase/ (Decrease)	Revised
Transportation Development Act Fund			
<u>Revenue</u>			
TDA Article 3 FY 2023/24 Allocation	\$0	\$160,000	\$160,000
<u>Expenditure</u>			
New Project - Install Sidewalk on Poplar Avenue	\$0	\$160,000	\$160,000

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Accept Fiscal year 2023/24 Transportation Development Act Article 3 Funding in the amount of \$160,000 from the Metropolitan Transportation Commission and Approve Budget Modification No. 12 to appropriate \$160,000 to fund a new project, Install Sidewalk on Poplar Avenue.

Prepared by: Lillian Tsang, Principal Transportation Engineer
Reviewed by: Chip Taylor, Director, Director of Public Works
Reviewed by: Tim Kirby, Director of Finance
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution No. 1194-23
2. RTC No. 23-0241
3. FY2023/24 TDA Article 3 Grant Disbursement Authorization by MTC Director

RESOLUTION NO. 1194-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE TO REQUEST TO THE METROPOLITAN
TRANSPORTATION COMMISSION FOR THE
ALLOCATION OF FISCAL YEAR 2023/24
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3
PEDESTRIAN/BICYCLE PROJECT FUNDING**

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled “Transportation Development Act, Article 3, Pedestrian/Bicycle Projects,” which delineates procedures and criteria for submission of requests for the allocation of “TDA Article 3” funding; and

WHEREAS, MTC Resolution No. 4108, Revised, requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Sunnyvale desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

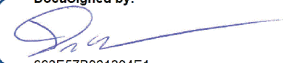
1. The City of Sunnyvale declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code.
2. There is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of Sunnyvale to carry out the project.
3. The City of Sunnyvale attests to the accuracy of and approves the statements in Attachment A to this resolution.
4. A certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of

Santa Clara County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

Adopted by the City Council at a regular meeting held on June 20, 2023 by the following vote:

AYES: KLEIN, DIN, MELTON, CISNEROS, MEHLINGER, SRINIVASAN, SELL
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

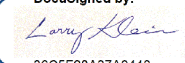
ATTEST:

DocuSigned by:

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DAVID CARAHAN
City Clerk

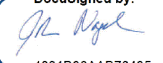
(SEAL)

APPROVED:

DocuSigned by:

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LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:

4831B06AAB76435...

JOHN A. NAGEL
City Attorney

ATTACHMENT A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year **2023/24** Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

Page 1 of 1

1. That the **City of Sunnyvale** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **City of Sunnyvale** legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the **City of Sunnyvale** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code section 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Sunnyvale within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual

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or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.

10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the City of Sunnyvale agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

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ATTACHMENT B
TDA Article 3 Project Application Form

1. Agency	City of Sunnyvale		
2. Primary Contact	Dennis Ng		
3. Mailing Address	456 West Olive Avenue, Sunnyvale, CA 94086		
4. Email Address	Dng@sunnyvale.ca.gov	5. Phone Number	408-730-7591
6. Secondary Contact (in the event primary is not available)	Thinh Le		
7. Mailing address (if different) N/A <input type="checkbox"/>			
8. Email Address	Tle@sunnyvale.ca.gov	9. Phone Number	408-730-7523
10. Send allocation instructions to (if different from above):			
11. Project Title	Install Sidewalk on Poplar Avenue		
12. Amount requested	\$160,000 and bank \$176,620 for future construction phase	13. Fiscal Year of Claim	2023/24

14. Description of Overall Project:

The project includes the design (current phase) and construction (future phase) of a 6-foot wide sidewalk and a 4-foot wide park strip on the east side of Poplar Avenue between El Camino Real and Bryant Way, and a minimal of 6-foot wide sidewalk on both sides of Bryant Way east of Poplar Avenue. The installation of the sidewalk would fill in the existing sidewalk gaps on these two streets. In addition, the project will install high visibility crosswalk on the east leg of the intersection of Poplar Avenue and Bryant Way, and curb extension on the northeast and southeast corners of the intersection.

15. Project Scope Proposed for Funding: (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

Design phase

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16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:



Project Relation to Regional Policies (for information only)

17. Is the project in an [Equity Priority Community](#)?

Yes ☐ No ☒

18. Is this project in a [Priority Development Area](#) or a [Transit-Oriented Community](#)?

Yes ☒ No ☐

19. Project Budget and Schedule

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completed (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E	\$ 160,000			Jun 26
ROW				
CON				
Total Cost	\$ 160,000			

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee?

Yes ☒ No ☐

If "YES," identify the date and provide a copy or link to the agenda.

05/18/2023

See attached for agenda

If "NO," provide an explanation).

B. Has the project been approved by the claimant's governing body?

Yes ☐ No ☒

If "NO," provide expected date: 06/20/2023

C. Has this project previously received TDA Article 3 funding?

Yes ☐ No ☒

(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria

Yes ☐ No ☐

pursuant to [Chapter 1000 of the California Highway Design Manual](#)?

E. 1. Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c),

Yes ☒ No ☐

Existing Facility?

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2. If "NO" above, is the project is exempt from CEQA for another reason?

Yes ☐ No ☐

Cite the basis for the exemption. _____

N/A ☒

If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Completion Date of project (month and year):

06/2026

G. Have provisions been made by the claimant to maintain the project or facility, or has

Yes ☒ No ☐

the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement.

H. Is a Complete Streets Checklist required for this project ?

Yes ☐ No ☒

If the amount requested is over \$250,000 or if the total project phase or construction phase is over \$250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here:

<https://mtc.ca.gov/planning/transportation/complete-streets>



City of Sunnyvale

Notice and Agenda

Bicycle and Pedestrian Advisory Commission

Thursday, May 18, 2023

6:30 PM

Online and Bay Conference Room
(Room 145), City Hall,
456 W. Olive Ave.,
Sunnyvale, CA 94086

Meeting online link: <https://sunnyvale-ca.gov.zoom.us/j/97997417379>

Public Participation

- *In-person participation: You may provide public comment by filling out a speaker card (optional) and giving it to the Recording Officer.*

- *Online participation: You may provide audio public comment by connecting to the meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone)*

Meeting online link: <https://sunnyvale-ca.gov.zoom.us/j/97997417379>

*Meeting call-in telephone number: 833-548-0276 | Meeting ID: 979 9741 7379
(*9 to request to speak | *6 to unmute/mute)*

- *Watch the BPAC meeting at: <http://youtube.com/SunnyvaleMeetings>*
- *Submit written comments to the BPAC no later than 4 hours prior to the meeting start to BPAC@sunnyvale.ca.gov or by mail to: City Clerk, 456 W. Olive Avenue, Sunnyvale, CA 94086*
- *Review recordings of this meeting and past meetings at <https://sunnyvaleca.legistar.com/calendar.aspx> or <http://youtube.com/SunnyvaleMeetings>*

Accessibility/Americans with Disabilities Act (ADA) Notice

Pursuant to the Americans with Disabilities Act (ADA), if you need special assistance to provide public comment, or for other special assistance; please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. ADA contact:

Lillian Tsang may be reached at 408-730-7415 or ltsang@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

CALL TO ORDER

SALUTE TO THE FLAG

ROLL CALL

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address the Bicycle and Pedestrian Advisory Commission on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Chair) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Bicycle and Pedestrian Advisory Commission to take action on an item not listed on the agenda. If you wish to address the Bicycle and Pedestrian Advisory Commission, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

- 1.A** [23-0592](#) Approve the Bicycle and Pedestrian Commission Meeting Minutes of April 20, 2023.

Recommendation: Approve the Bicycle and Pedestrian Commission Meeting Minutes of April 20, 2023 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearing/general business item, please refer to notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes.

- 2** [23-0428](#) Consider Converting All Part-Time Bike Lanes on Homestead Road Into Full-Time Bike Lanes

Recommendation: Alternative 1: Convert All Part-Time Bike Lanes on Homestead Road Into Permanent Full-Time Bike Lanes by Removing Parking and Preserve Some Parking Through a Road Diet Between Bernardo and Wright Avenues and Reallocate Lane Widths From Blaney Avenue to Approximately 500 Feet East of Blaney Avenue.

- 3 [23-0429](#) Recommend to City Council a Project for the Application of Transportation Development Act (TDA) Article 3 Funding for Fiscal Year 2023/24

Recommendation: Alternative 1: Recommend to City Council to use \$160,000 of FY 2023/24 TDA Article 3 grant fund for the design phase of Project No. 6, and bank the remainder of the funding for the construction phase of Project No. 6.

- 4 [23-0600](#) Review FY 2023/24 Recommended Budget

- 5 [23-0601](#) Report and Discussion of Recent Santa Clara Valley Transportation Authority (VTA) Bicycle and Pedestrian Advisory Committee (BPAC) Meeting

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

-Staff Comments

INFORMATION ONLY REPORTS/ITEMS

[23-0602](#) BPAC 2023 Annual Work Plan

[23-0603](#) Active Items List May 2023

[23-0604](#) 2023 Deferred Study Issues

ADJOURNMENT

Notice to the Public:

Any agenda related writings or documents distributed to members of this meeting

body regarding any item on this agenda will be made available for public inspection in the originating department or can be accessed through the Office of the City Clerk located at 456 W. Olive Avenue, during normal business hours and in the Bay Conference Room (Room 145) on the evening of the Bicycle and Pedestrian Advisory Commission Meeting, pursuant to Government Code §54957.5.

Agenda information is available by contacting Lillian Tsang at 408-730-7415 or pubworks@sunnyvale.ca.gov. Agendas and associated reports are also available 72 hours before the meeting on the City's website at sunnyvale.ca.gov and during normal business hours at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue.



City of Sunnyvale

Agenda Item

23-0241

Agenda Date: 6/20/2023

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution to Authorize the Filing of an Application to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2023/24 Transportation Development Act Article 3 Funding of \$160,000 for the Design Phase of the Installation of Sidewalk on Poplar Avenue and Bank the Remainder of the Funding (\$176,620) for the Construction Phase of the Project

SUMMARY OF COMMISSION ACTION

The Transportation Development Act (TDA) Article 3 is a source of funding created by State legislation and processed through the Santa Clara Valley Transportation Authority and Metropolitan Transportation Commission (MTC) that annually returns sales tax revenues designated for bicycle and pedestrian projects to local agencies. For FY 2023/24, the City anticipates having \$336,620 in TDA funding for reimbursement of eligible projects.

The Bicycle and Pedestrian Advisory Commission (BPAC) considered this item at their February 16, April 20, and May 18, 2023 meetings.

At the May 18 BPAC meeting, staff recommended Alternative 1: Recommend to City Council to use \$160,000 for FY 2023/24 Transportation Development Act (TDA) Article 3 funding for the design phase of Project No. 6 and bank the remainder of the funding for the design phase of Project No. 6.

However, the Commission voted 5-2 for Alternative 2: Recommend to City Council to use the TDA Article 3 grant fund for FY 2023/24 for:

- Project No. 2 - Reduction of pork chop islands on westbound El Camino Real at Murphy Avenue and at Frances Street (\$60,000);
- Project No. 3 - Implementation of Class III Bicycle Route on Pastoria Avenue (\$30,000);
- Project No. 6 - Design Phase of the Installation of Sidewalk on Poplar Avenue (\$160,000); and
- Bank the remainder funding (\$86,620) for future use.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Adopt a Resolution to Authorize the Filing of an Application to the Metropolitan Transportation

23-0241

Agenda Date: 6/20/2023

- Commission for the Allocation of Fiscal Year 2023/24 Transportation Development Act Article 3 Funding of \$160,000 for the Design Phase of the Installation of Sidewalk on Poplar Avenue and Bank the Remainder of the Funding (\$176,620) for the Construction Phase of the Project
2. Adopt a Resolution to Authorize the Filing of an Application to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2023/24 Transportation Development Act Article 3 Funding of \$250,000 for Three Projects: Reduction of Pork Chop Islands on Westbound El Camino Real at Murphy Avenue and at Frances Street (\$60,000), Implementation of Class III Bicycle Route on Pastoria Avenue (\$30,000), and Design Phase of the Installation of Sidewalk on Poplar Avenue (\$160,000), and Bank the Remainder of the Funding (\$86,620)
 3. Adopt a Resolution to Authorize the Filing of an Application to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2023/24 Transportation Development Act Article 3 Funding of \$336,620 for different project(s)
 4. Direct Staff to Bank the Entire Fiscal Year 2023/24 Transportation Development Act Article 3 Funding of \$336,620 for Future Use

STAFF RECOMMENDATION

Alternative 1: Adopt a Resolution to Authorize the Filing of an Application to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2023/24 Transportation Development Act Article 3 Funding of \$160,000 for the Design Phase of the Installation of Sidewalk on Poplar Avenue and Bank the Remainder of the Funding (\$176,620) for the Construction Phase of the Project

Project 2 was proposed by the BPAC to provide more convenient and improve safety for bicyclists. Due to the existing geometry, bicyclists need to merge into the vehicular travel lane when maneuvering the existing pork chop islands. However, this improvement was not identified in the Active Transportation Plan (ATP) as one of the recommended improvements. Project Nos. 3 and 6 are recommended improvements identified in the ATP as bicycle or SRTS improvements.

Staff's top priority and preference for use of the TDA grant fund is to design and install the sidewalk on Poplar Avenue, which aligns with Council's priority to implement improvements as identified in the ATP.

On May 23, 2023, City Council accepted the findings of the Poplar Avenue Sidewalk Study (DPW 21-04), approved the installation of a 6-foot wide sidewalk and 4-foot wide park strip along the east side of Poplar Avenue between El Camino Real and Peterson Middle School, and approved the installation of a minimal of 6-foot wide sidewalk on the north and south sides of Bryant Way east of Poplar Avenue. The sidewalk closure on the east side of Poplar Avenue and on Bryant Way would provide a critical pedestrian and bicycle linkage for students accessing Peterson Middle School. The total project costs are estimated at approximately \$1.055 million, which includes the design and construction phases. Currently, no funding has been allocated to implement the project. Staff would like to use TDA Article 3 funding for the design phase, and bank as much money as possible for the construction phase. The construction phase could be funded by a combination of the banked TDA Article 3 funding, future TDA Article 3 funding, General Fund, as well as Green Stormwater Infrastructure funding. Once implemented, the sidewalk gap closure will provide improved, connected, safe and convenient walking and biking access for students to and from Peterson Middle School.

If Projects No. 2 and 3 were approved, these projects would be added to staff's existing workload, which is already at capacity. Therefore, other projects already approved and planned for would need

23-0241

Agenda Date: 6/20/2023

to be delayed in order to accommodate these additional projects to meet the TDA Article 3 implementation deadline set forth by MTC, which is June 30, 2026.

Prepared by: Lillian Tsang, Principal Transportation Engineer

Reviewed by: Chip Taylor, Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to Bicycle and Pedestrian Advisory Commission 23-0429, May 18, 2023 (without attachments)
2. MTC Resolution 4108
3. Class IIIB Bicycle Boulevard Improvement Locations for Candidate Project #5

Additional Attachments for Report to Council

4. Excerpt of the BPAC meeting minutes of February 16, 2023
5. Excerpt of the BPAC meeting minutes of April 20, 2023
6. Excerpt of the BPAC meeting minutes of May 18, 2023
7. Resolution to Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 23/24 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding



METROPOLITAN
TRANSPORTATION
COMMISSION

Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
415.778.6700
www.mtc.ca.gov

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Napa County and Cities

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Transportation Agency

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Marin County and Cities

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Association of Bay Area Governments

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Libby Schaaf
U.S. Department of Housing
and Urban Development

James P. Spiering
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Sbeng Thao
Oakland Mayor's Appointee

Andrew B. Fremier
Executive Director

Alix Bockelman
Chief Deputy Executive Director

Brad Paul
Deputy Executive Director,
Local Government Services

Dennis Ng
City of Sunnyvale
456 West Olive Ave.
Sunnyvale, CA 94086

Re: Allocation of TDA Funds in FY 2023-24

Dear Mr. Ng:

On November 15, 2023, the Metropolitan Transportation Commission (MTC) approved allocation(s) of Transportation Development Act (TDA) funds to City of Sunnyvale FY 2023-24 in the amount of \$160,000. The purpose for which these funds are allocated is described in Attachment A to MTC Executive Director Delegated Authority of November 15, 2023.

MTC's approval of your TDA claim and payment by the Santa Clara County Auditor/Controller are subject to such monies being on hand and available for disbursement. Further, payment is subject to the stipulation that such monies shall be expended only for the purpose(s) specified in the MTC Executive Director Delegated Authority of November 15, 2023, and to the allocation instruction(s) prepared in accordance with these documents.

Enclosed are allocation instruction(s) pertaining to your TDA allocation(s), which describe the projects, terms, conditions and payment schedules for allocation(s). If funds are reserved in the Local Transportation Fund (LTF), please submit to MTC invoice(s) or document(s) showing evidence of expenses incurred in order to obtain disbursement authorization.

Please be reminded that for each year you encumber expenses, you are required to submit a fiscal audit in accordance with Section 99245 of the Public Utilities Code (PUC). The audit for FY 2023-24 is due at MTC on or before December 31, 2024. Please refer to 21 Cal. Code of Regs. Sections 6664, 6666, and 6667 for a discussion of the compliance requirement and the tasks required for fulfillment of the compliance aspect of this audit.

All invoices are to be submitted to MTC Accounts Payable by August 31, 2026, in order for the funds to be drawn by September 30, 2026. Requests for capital disbursement and supporting documentation are to be sent to: MTC, Attn: Accounts Payable, 375 Beale Street, Suite 800, San Francisco, CA 94105 or to be emailed to: acctpay@bayareametro.gov. Invoicing procedure can be found in TDA Article 3 Policies and Procedures at mtc.ca.gov/tda3. If you have any questions, please contact Luis Garcia (415)778-6616, or by email at lgarcia@bayareametro.gov.

Very truly yours,

DocuSigned by:
Tarek Radwan
142A2F82E259466

Tarek Radwan
Assistant Director, Operational Accounting

SB/th

cc: Luis Garcia, MTC
Santa Clara County Auditor-Controller

To: Auditor
County: SANTA CLARA
Date: 11/15/2023

Allocation Instruction # 24001084

Metropolitan Transportation Commission
ALLOCATION INSTRUCTION

Fund TDA

Fiscal Year Ending 2023-24

Claimant:

CITY OF SUNNYVALE
ATTN: SHAHID ABBAS
PO BOX 3707
SUNNYVALE, CA 94088-3707

Total Allocation: \$ 160,000.00

PUC: 99233.3, ARTICLE 3 -
PEDESTRIAN & BICYCLE FACILITIES; CAPITAL
PROJECT DESCRIPTION: INSTALL SIDEWALK ON
POPLAR AVE

APPOR: TDA-ART 3-SANTA CLARA CO-CAP

160,000.00

DISBURSEMENT AUTHORIZATION:
REIMBURSEMENT BASIS

*ALL INVOICES NEED TO BE SUBMITTED
TO MTC ACCOUNTS PAYABLE BY AUGUST
31ST, 2026 IN ORDER FOR THE FUNDS
TO BE DRAWN BY SEPTEMBER 30TH, 2026.

Terms and Conditions: Funds are reserved in the LTF for a period of
year(s). Eligible costs must be incurred on or before June 30, 2026 . Funds not
drawn by September 30, 2026, revert to the fund.

MTC will issue disbursement authorization upon receipt of documentation substantiating
actual expenditure or financial obligation for capital allocations. Fund expended pursuant
to this allocation instruction must be included in CITY OF SUNNYVALE
annual certified fiscal audit as required by PUC Section 99245.

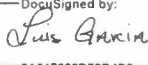
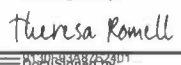
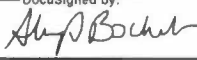


Authorizing Signature

November 2023

**MTC Executive Director Delegated Authority Action under MTC Resolution 3620
FY 2023-24**

Staff have reviewed the attached requests and find them to be in compliance with applicable Transportation Development Act, State Transit Assistance, Bridge Toll, Feeder Bus, Regional Measure 2 and/or Regional Measure 3 requirements.

Name:	Luis Garcia	<small>DocuSigned by:</small> 	Title: Program Manager
Name:	Theresa Romell	<small>DocuSigned by:</small> 	Title: Director, Funding Policy & Programs
Name:	Alix Bockelman	<small>DocuSigned by:</small> 	Title: Chief Deputy Executive Director

I approve and authorize the allocation/rescission of funds as summarized below and detailed on Attachment A.

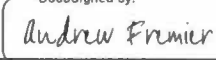
Allocations

Transportation Development Act	\$ 3,537,354
State Transit Assistance	\$ 1,371,170
Total Allocations	\$ 4,908,524

Recissions

Transportation Development Act	\$ (200,000)
Total Recissions	\$ (200,000)

Name: **Andrew Fremier** Title: **Executive Director**

Signature: DocuSigned by:


Date: 11/24/2023

FY 2023-24 Delegated Authority

Allocation and Rescission of Transportation Development Act, State Transit Assistance, Regional Measure 2,
Regional Measure 3, Bridge Toll and Feeder Bus Funds pursuant to MTC Resolution 3620

November 2023

Transportation Development Act - Allocation (001)			Approval		Apportionment/
Claimant	Description	Amount	Code	Date	Notes
5800 - PUC 99233.3 Pedestrian & Bicycle Facilities - Capital					
Campbell	Campbell Bicycle and Pedestrian Project FY 23/24	34,541	072	11/15/23	Santa Clara County
Cupertino	De Anza Boulevard Buffered Bike Lanes	166,259	073	11/15/23	Santa Clara County
Gilroy	FY24 Citywide Curb Ramp Project	220,000	074	11/15/23	Santa Clara County
Los Altos	Hetch Hetchy Trail Maintenance and Accessibility Project	129,725	075	11/15/23	Santa Clara County
Los Altos Hills	Summerhill Pathway Project Phase 2	45,136	076	11/15/23	Santa Clara County
Los Gatos	Los Gatos Creek Trail to Highway 9 Trailhead Connector	68,884	077	11/15/23	Santa Clara County
Mountain View	Miramonte Ave. Improvement Project	346,497	078	11/15/23	Santa Clara County
San Jose	Citywide Bikeway	637,462	079	11/15/23	Santa Clara County
San Jose	Citywide Bicycle Parking Program Implementation	50,000	080	11/15/23	Santa Clara County
San Jose	Citywide Bicycle and Pedestrian Safety Education	100,000	081	11/15/23	Santa Clara County
Santa Clara	Install citywide Priority Curb Ramps	104,938	082	11/15/23	Santa Clara County
Saratoga	Saratoga Ave. Pathway/Sidewalk Project	24,730	083	11/15/23	Santa Clara County
Sunnyvale	Install Sidewalk on Poplar Ave	160,000	084	11/15/23	Santa Clara County
Benicia	Military West Bike and Pedestrian Projects	200,000	085	11/15/23	Solano County
TAM	North/South Greenway Gap Closure Project	68,298	086	11/15/23	Marin County
	Subtotal	2,356,470			
5802 - PUC 99260A Transit - Operations					
Union City	Transit Operations	935,884	087	11/15/23	Union City
	Subtotal	935,884			
5812 - PUC 99400D Planning and Administration - Operations					
Vacaville	Planning & Administration	245,000	088	11/15/23	Vacaville
	Subtotal	245,000			
	Total	3,537,354			
State Transit Assistance - Allocation (002)			Approval		Apportionment/
Claimant	Description	Amount	Code	Date	Notes
5820 - CCR 6730A Operations - Population-based MTC Coordination					
MTC	TAP Accessibility Work Plan	371,170	013	11/15/23	MTC
	Subtotal	371,170			
5820 - CCR 6730A Operations - Revenue-based					
WestCAT	Transit Operations	1,000,000	031	11/15/23	BART
	Subtotal	1,000,000			
	Total	1,371,170			
Allocations Grand Total		4,908,524			

Rescission - Transportation Development Act			Approval		Allocation
Claimant	Description	Amount	Code	Date	Instruction
Benicia	Military West Bike and Pedestrian Projects	(200,000)		11/15/23	22001068
	Total	(200,000)			
Rescissions Grand Total		(200,000)			



City of Sunnyvale

Agenda Item

24-0150

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Award of Six (6) Temporary Personnel Service Agreements Totaling \$2,200,000 for On-Call Temporary Staffing Services for Plan Check, Inspections and Permitting Support Staff Services for Community Development (F23-168)

REPORT IN BRIEF

Approval is requested to award six (6) temporary personnel service agreements for on-call temporary staffing services for plan check, inspections and permitting support staff services for the Community Development Department for an initial three-year period to the following firms: 4Leaf, Inc. with a contract amount not to exceed \$400,000, BPR Consulting Group, Inc. with a contract amount not to exceed \$400,000, CSG Consultants, Inc. with a contract amount not to exceed \$400,000, Shums Coda Associates, Inc. (SCA) with a contract amount not to exceed \$400,000. TRB & Associates Inc. with a contract amount not to exceed \$400,000 and Interwest, Inc. with a contract amount not to exceed \$200,000.

Approval is also requested to authorize the City Manager to increase the not-to-exceed contract amounts and to extend the term of the contracts for up to two (2) additional years, subject to available budgeted funding, need, and acceptable pricing and service.

EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code (SMC), City Council approval is required for contracts exceeding \$250,000.

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, contracts for this type of service are awarded pursuant to a request for qualifications (RFQL) best value process, unless otherwise exempt from the competitive bidding process.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b) as it has no potential for resulting in either a direct physical change in the environment or a reasonably seeable indirect physical change in the environment.

BACKGROUND AND DISCUSSION

On August 23, 2023, the City received ten (10) statements of qualifications (SOQ) in response to the RFQL process. SOQs were reviewed and ranked by an evaluation team consisting of operational staff from Community Development. The SOQs were evaluated based on their qualifications, experience and staffing resources available. The scope of services included assisting the City with plan check, inspection, Certified Access Specialist (CAS), and permitting support services. CDD work volume for these services fluctuates based on volume of applications and projects. These contracts will be used on an as-needed basis to enable the City to provide timely service when regular work volume for staff is high or when additional expertise is needed.

Community Development is seeking contracts with six of the responding firms to allow flexibility in accessing different consultants who are well-qualified and highly utilized within the Bay Area in these disciplines.

Firm Name	Services	Not to Exceed Amount
4Leaf, Inc.	Plan Check, Inspections, and Permitting Services	\$400,000
BPR Consulting Group, Inc.	Plan Check, Inspections, and Permitting Services	\$400,000
CSG Consultants, Inc.	Plan Check, Inspections, and Permitting Services	\$400,000
Shums Coda Associates, Inc. (SCA)	Plan Check, Inspections, and Permitting Services	\$400,000
TRB & Associates Inc.	Plan Check, Inspections, and Permitting Services	\$400,000
Interwest, Inc.	Permitting Services only.	\$200,000

FISCAL IMPACT

Budgeted funding for these Agreements is available in the Community Development Building Division operating budget (Program 10300) in the Development Enterprise Fund.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Take the following actions:

- Award six (6) three-year Temporary Personnel Service Agreements to the following firms: 4Leaf, Inc. with a contract amount not to exceed \$400,000; BPR Consulting Group, Inc. with a contract amount not to exceed \$400,000; CSG Consultants, Inc. with a contract amount not to exceed \$400,000; Shums Coda Associates, Inc. (SCA) with a contract amount not to exceed \$400,000; TRB & Associates Inc. with a contract amount not to exceed \$400,000; and Interwest, Inc. with a contract amount not to exceed \$200,000 in substantially the formats shown in Attachments 1 to 6 to the report;
- Authorize the City Manager to execute the agreements when all conditions have been met;

and

- Authorize the City Manager to amend the not-to-exceed amounts and to renew the contracts for up to two (2) additional one-year periods, subject to available budget, need and if pricing and services remain acceptable to the City.

Prepared by: David Battaglia, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Temporary Personnel Service Agreement - 4Leaf Inc.
2. Draft Temporary Personnel Service Agreement - BPR Consulting Group, Inc.
3. Draft Temporary Personnel Service Agreement - CSG Consultants, Inc.
4. Draft Temporary Personnel Service Agreement - Shums Coda Associates, Inc.
5. Draft Temporary Personnel Service Agreement - TRB & Associates Inc.
6. Draft Temporary Personnel Service Agreement - Interwest, Inc.

**TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND 4LEAF, INC. FOR
ON-CALL TEMPORARY STAFFING SERVICES FOR PLAN CHECK,
INSPECTION AND SUPPORT STAFF**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and 4LEAF, INC. ("AGENCY").

WHEREAS, CITY is in need of specialized personnel services in relation to On Call Temporary Staffing Services for Plan Check, Inspection and Support Staff; and

WHEREAS, in reliance upon AGENCY's representations regarding its qualifications, CITY finds that AGENCY possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide qualified individuals to provide Building and CASp Plan Review Services, Building and CASp Inspection and Permit Clerk Staffing, as needed, in accordance with Exhibit "A". Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "B".

All exhibits, including all associated -attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be for Three (3) years from the date of execution of this Agreement unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one year terms. Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed Four Hundred Thousand and 00/100 Dollars (\$400.000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov.

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to cityclerk@sunnyvale.ca.gov: 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

8. Compliance with Laws

- A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's 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 veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.
- B. AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- C. AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, AGENCY shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of AGENCY or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. AGENCY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITY shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

12. Insurance

The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Suzanne Park, Chief Building Official, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. AGENCY Representative

Craig Tole, Director of Development Services ("AGENCY representative"), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Kristin Armbruster
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: (408) 730-7490
Email: karmbruster@sunnyvale.ca.gov

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Suzanne Park, Chief Building Official
Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To AGENCY: Kevin J. Douglas, President
4Leaf Inc.
2126 Rheem Drive
Pleasanton, CA 94588

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

- A. If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

20. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

21. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

4LEAF, INC. ("AGENCY")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A SCOPE OF WORK

Building and CASp Plan Review Services including, but not limited to:

- Review permit plans and documentation to determine compliance with the California State Building Codes, as locally amended by the City, and other applicable codes, regulations, and statutes.
- Be able to receive and transmit plans for review electronically.
- Digitally stamp or annotate plans.
- Electronically provide comprehensive plan check comments to avoid unexpected project requirements late in the process.
- Employ streamlined review processes and have a problem-solving approach in interacting with City staff and project applicants.
- The structural review shall be performed by or performed under the responsible charge of a California-registered civil or structural engineer.
- Provide assigned personnel available by telephone and/or e-mail to answer questions from applicants, developers, citizens, City staff, and other parties, as directed by the City's project manager.
- Maintain a building plan review log, including the permit number and project name, description of review, and compensation basis for each review.
- Communicate with City Staff and applicants on the status of permits and review issues.
- Work at the City offices as needed to provide coverage at the public counter and for plan review services.

Building and CASp Inspection including, but not limited to:

- Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the State and City's building laws, and the code requirements set forth on the approved plans for which the City issued a permit.
- Observe each project at the completion of the various stages of construction for compliance with all relevant State and City building codes.
- Reads, correctly interprets, applies and uses building codes, municipal codes, ordinances, and other related laws, regulations and policies.

- Communicates with property owners, contractors and others regarding local and State codes; explains requirements and ensures compliance with plans and codes and gives final sign-off approval.
- Prepares clear, concise and comprehensive reports, correspondence and other required documents; maintains forms, records and field reports relative to inspection activities and to document findings; performs office duties.

Permit Clerk Staffing including, but not limited to:

- Learn and understand the City's permit tracking system, including the inspection module.
- Interact with customers via phone and in-person and proactively facilitate a resolution to questions and needed assistance.
- Provide cashiering services for internal and external customers.
- Researches and responds to public inquiries, including research of permitting records.
- Performs data entry; inputs various information into a variety of databases; independently completes special projects and assignments.
- May accept permit applications, calculates and applies applicable fees; acts as cashier for development related fee-based services; prepares daily cash and monthly credit card reports.

The types of services that the City may need have been listed in conjunction with this Contract but may not represent all services that may be required under any resultant agreement.

EXHIBIT B
ADDITIONAL REQUIREMENTS

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.
2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.
3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:
 - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
 - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
 - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

APPENDIX A

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #:

This form acknowledges that the temporary employee, _____ (insert temporary agency staff name) _____, from _____ (“Agency”) has completed a criminal background check as required and detailed within Exhibit B of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date

EXHIBIT C

COMPENSATION SCHEDULE

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF SUNNYVALE
All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
<p>Plan Review Percentage: 70%</p> <p><i>(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)</i></p> <p>Hourly Plan Review: \$145 Non-Structural Review \$165 Structural Review</p>	<p>Fee includes:</p> <ul style="list-style-type: none"> ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$180/hour
Structural Plan Review Engineer	\$165/hour
Non-Structural Plans Examiner	\$145/hour
Certified Access Specialist (CASp) Inspector.....	\$165/hour
Certified Access Specialist (CASp) Plans Examiner	\$165/hour
Senior Combination Building Inspector (Building Inspector III).....	\$140/hour
Commercial Building Inspector (Building Inspector II)	\$130/hour
Residential Building Inspector (Building Inspector I).....	\$120/hour
Permit Manager	\$120/hour
Senior Permit Technician.....	\$99/hour
Permit Technician.....	\$90/hour
Clerk/Administrator.....	\$75/hour
Civil Plan Review (Grading, Improvement Plans)	\$175/hour
Inspector of Record.....	\$135/hour
DSA Class 1 / OSHPD A Inspector	\$175/hour
DSA Class 2 / OSHPD B Inspector	\$145/hour
DSA Class 3 / OSHPD C Inspector	\$120/hour

Code Enforcement

Code Enforcement Director.....	\$165/hour
Code Enforcement Manager	\$145/hour
Senior Code Enforcement Officer.....	\$120/hour
Code Enforcement Officer II.....	\$110/hour
Code Enforcement Officer I.....	\$105/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$310.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

The payrates above are subject to the limitations set forth in Exhibit B for retirees of the CalPERS retirement system. If any of the limitations apply, CITY and AGENCY shall mutually agree in writing to an appropriate payrate.

EXHIBIT D INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Agency, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Agency shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.

☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1)

the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.

**TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND BPR CONSULTING GROUP, INC.
FOR ON-CALL TEMPORARY STAFFING SERVICES FOR PLAN CHECK,
INSPECTION AND SUPPORT STAFF**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and BPR CONSULTING GROUP, INC. ("AGENCY").

WHEREAS, CITY is in need of specialized personnel services in relation to On Call Temporary Staffing Services for Plan Check, Inspection and Support Staff; and

WHEREAS, in reliance upon AGENCY's representations regarding its qualifications, CITY finds that AGENCY possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide qualified individuals to provide Building and CASp Plan Review Services, Building and CASp Inspection and Permit Clerk Staffing, as needed, in accordance with Exhibit "A". Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "B".

All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be for Three (3) years from the date of execution of this Agreement unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one year terms. Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed Four Hundred Thousand and 00/100 Dollars (\$400.000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov.

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to cityclerk@sunnyvale.ca.gov: 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

8. Compliance with Laws

- A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's 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 veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.
- B. AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- C. AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, AGENCY shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of AGENCY or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. AGENCY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITY shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

12. Insurance

The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Suzanne Park, Chief Building Official, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. AGENCY Representative

Roger Peterson, SE Project Manager ("AGENCY representative"), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Kristin Armbruster
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: (408) 730-7490
Email: karmbruster@sunnyvale.ca.gov

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Suzanne Park, Chief Building Official
Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To AGENCY: Ron Beehler, SE, CBO
BPR Consulting Group Inc.
2130 Professional Drive, Suite 150
Roseville, CA 95661

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

- A. If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

20. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

21. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY") BPR CONSULTING GROUP, INC. ("AGENCY")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A SCOPE OF WORK

Building and CASp Plan Review Services including, but not limited to:

- Review permit plans and documentation to determine compliance with the California State Building Codes, as locally amended by the City, and other applicable codes, regulations, and statutes.
- Be able to receive and transmit plans for review electronically.
- Digitally stamp or annotate plans.
- Electronically provide comprehensive plan check comments to avoid unexpected project requirements late in the process.
- Employ streamlined review processes and have a problem-solving approach in interacting with City staff and project applicants.
- The structural review shall be performed by or performed under the responsible charge of a California-registered civil or structural engineer.
- Provide assigned personnel available by telephone and/or e-mail to answer questions from applicants, developers, citizens, City staff, and other parties, as directed by the City's project manager.
- Maintain a building plan review log, including the permit number and project name, description of review, and compensation basis for each review.
- Communicate with City Staff and applicants on the status of permits and review issues.
- Work at the City offices as needed to provide coverage at the public counter and for plan review services.

Building and CASp Inspection including, but not limited to:

- Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the State and City's building laws, and the code requirements set forth on the approved plans for which the City issued a permit.
- Observe each project at the completion of the various stages of construction for compliance with all relevant State and City building codes.
- Reads, correctly interprets, applies and uses building codes, municipal codes, ordinances, and other related laws, regulations and policies.

- Communicates with property owners, contractors and others regarding local and State codes; explains requirements and ensures compliance with plans and codes and gives final sign-off approval.
- Prepares clear, concise and comprehensive reports, correspondence and other required documents; maintains forms, records and field reports relative to inspection activities and to document findings; performs office duties.

Permit Clerk Staffing including, but not limited to:

- Learn and understand the City's permit tracking system, including the inspection module.
- Interact with customers via phone and in-person and proactively facilitate a resolution to questions and needed assistance.
- Provide cashiering services for internal and external customers.
- Researches and responds to public inquiries, including research of permitting records.
- Performs data entry; inputs various information into a variety of databases; independently completes special projects and assignments.
- May accept permit applications, calculates and applies applicable fees; acts as cashier for development related fee-based services; prepares daily cash and monthly credit card reports.

The types of services that the City may need have been listed in conjunction with this Contract but may not represent all services that may be required under any resultant agreement.

**EXHIBIT B
ADDITIONAL REQUIREMENTS**

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.
2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.
3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:
 - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
 - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
 - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

APPENDIX A

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #:

This form acknowledges that the temporary employee, _____ (insert temporary agency staff name) _____, from _____ (“Agency”) has completed a criminal background check as required and detailed within Exhibit B of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date

EXHIBIT C COMPENSATION SCHEDULE

FEE SCHEDULE

PLAN REVIEW SERVICES: For complete plan review services for building projects reviewed in either hard copy or electronic format we propose a fee equal to 62% of the plan review fees based on the City's adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below. Expedited plan checks will be billed at 145% of the standard rate.

For review of revisions to approved plans, review of deferred submittal items and similar reviews we propose to provide these services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below. For partial reviews such as structural only or life safety only we propose a fee of 35% of the plan review fees based on the City's adopted fee schedule.

INSPECTION SERVICES: Inspection services, when requested, can be provided at the hourly rates listed in our Schedule of Hourly Billing Rates.

PERMIT TECHNICIAN / ADMINISTRATIVE SERVICES: For Permit Technician and Administrative services, we propose utilizing the hourly billing rates included in the Schedule of Hourly Billing Rates below for the specific labor classification utilized.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR's current hourly billing rates.

CLASSIFICATION	HOURLY BILLING RATE
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	\$150
ICC Certified Plans Examiner	125
CASp Plans Examiner or Inspector	135
ICC Certified Inspector	105 to 130*
Fire Protection Engineer	150
ICC Fire Plans Examiner	125
ICC Fire Inspector	135
Permit Technician	78
Permit Technician Trainee/ Building Department Support Staff.....	60

** Based on experience and qualifications*

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage:** Vehicle mileage utilized in the performance of inspection services will be billed at the current IRS vehicle mileage rate.
- **Minimum Daily Charge:** There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.

The payrates above are subject to the limitations set forth in Exhibit B for retirees of the CalPERS retirement system. If any of the limitations apply, CITY and AGENCY shall mutually agree in writing to an appropriate payrate.



EXHIBIT D INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Agency, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Agency shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.

☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1)

the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.

**TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND CSG CONSULTANTS, INC.
ON-CALL TEMPORARY STAFFING SERVICES FOR PLAN CHECK,
INSPECTION AND SUPPORT STAFF**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and CSG CONSULTANTS, INC. ("AGENCY").

WHEREAS, CITY is in need of specialized personnel services in relation to On Call Temporary Staffing Services for Plan Check, Inspection and Support Staff; and

WHEREAS, in reliance upon AGENCY's representations regarding its qualifications, CITY finds that AGENCY possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide qualified individuals to provide Building and CASp Plan Review Services, Building and CASp Inspection and Permit Clerk Staffing, as needed, in accordance with Exhibit "A". Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "B".

All exhibits, including all associated -attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be for Three (3) years from the date of execution of this Agreement unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one year terms. Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov.

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to cityclerk@sunnyvale.ca.gov: 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

8. Compliance with Laws

- A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's 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 veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.
- B. AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- C. AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, AGENCY shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of AGENCY or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. AGENCY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITY shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

12. Insurance

The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Suzanne Park, Chief Building Official, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. AGENCY Representative

Shweta Prakash, PE, Building Service Manager ("AGENCY representative"), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Kristin Armbruster
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: (408) 730-7490
Email: karmbruster@sunnyvale.ca.gov

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Suzanne Park, Chief Building Official
Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To AGENCY: Cyrus Kianpour, President
550 Pilgrim Drive
Foster City, CA 94404

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

- A. If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

20. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

21. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

CSG CONSULTANTS, INC.
("AGENCY")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A SCOPE OF WORK

Building and CASp Plan Review Services including, but not limited to:

- Review permit plans and documentation to determine compliance with the California State Building Codes, as locally amended by the City, and other applicable codes, regulations, and statutes.
- Be able to receive and transmit plans for review electronically.
- Digitally stamp or annotate plans.
- Electronically provide comprehensive plan check comments to avoid unexpected project requirements late in the process.
- Employ streamlined review processes and have a problem-solving approach in interacting with City staff and project applicants.
- The structural review shall be performed by or performed under the responsible charge of a California-registered civil or structural engineer.
- Provide assigned personnel available by telephone and/or e-mail to answer questions from applicants, developers, citizens, City staff, and other parties, as directed by the City's project manager.
- Maintain a building plan review log, including the permit number and project name, description of review, and compensation basis for each review.
- Communicate with City Staff and applicants on the status of permits and review issues.
- Work at the City offices as needed to provide coverage at the public counter and for plan review services.

Building and CASp Inspection including, but not limited to:

- Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the State and City's building laws, and the code requirements set forth on the approved plans for which the City issued a permit.
- Observe each project at the completion of the various stages of construction for compliance with all relevant State and City building codes.
- Reads, correctly interprets, applies and uses building codes, municipal codes, ordinances, and other related laws, regulations and policies.

- Communicates with property owners, contractors and others regarding local and State codes; explains requirements and ensures compliance with plans and codes and gives final sign-off approval.
- Prepares clear, concise and comprehensive reports, correspondence and other required documents; maintains forms, records and field reports relative to inspection activities and to document findings; performs office duties.

Permit Clerk Staffing including, but not limited to:

- Learn and understand the City's permit tracking system, including the inspection module.
- Interact with customers via phone and in-person and proactively facilitate a resolution to questions and needed assistance.
- Provide cashiering services for internal and external customers.
- Researches and responds to public inquiries, including research of permitting records.
- Performs data entry; inputs various information into a variety of databases; independently completes special projects and assignments.
- May accept permit applications, calculates and applies applicable fees; acts as cashier for development related fee-based services; prepares daily cash and monthly credit card reports.

The types of services that the City may need have been listed in conjunction with this Contract but may not represent all services that may be required under any resultant agreement.

EXHIBIT B ADDITIONAL REQUIREMENTS

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.
2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.
3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:
 - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
 - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
 - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

APPENDIX A

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #:

This form acknowledges that the temporary employee, _____ (insert temporary agency staff name) _____, from _____ (“Agency”) has completed a criminal background check as required and detailed within Exhibit B of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date

EXHIBIT C COMPENSATION SCHEDULE

Fee Schedule



BUILDING SERVICES RATES

CSG Consultants' fee schedule for proposed work is provided below.

SERVICE / ROLE	HOURLY RATE
On-Site/Off-Site Building Plan Review Hourly Rates (minimum 1-hour per submittal)	
Building Plan Review	\$150
Structural Only Plan Review	\$170
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
CASp Services	
CASp Plan Review/Consultation	\$160
CASp Inspection	\$160
Building Department Services	
Permit Technician	\$100
Senior Permit Technician	\$110
Building Inspector	\$125
Combination Building Inspector	\$135
Building Official	\$170
Building Department Special Projects	\$150
Administration/Plan Processing	\$80

Terms

- RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.
- All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.
- Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding.
- Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.
- Hourly rates for publicly funded projects will be based on current prevailing wage rates.
- On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.
- CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.
- This fee proposal is valid for a period of 90 days from date of submittal.
- If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.
- Administration/Plan Processing fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.
- Building Department Special Projects may include developing and establishing the following: building department workflows and relationships with other internal agency departments; building permit code requirements; inspector and permit technician responsibilities; criteria for over-the-counter plan review and out-to-plan check projects; transmittals and routing processes; Building Department handouts for different project types; and may include other duties as assigned by the agency.
- For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.

The payrates above are subject to the limitations set forth in Exhibit B for retirees of the CalPERS retirement system. If any of the limitations apply, CITY and AGENCY shall mutually agree in writing to an appropriate payrate.

EXHIBIT D INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Agency, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Agency shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.

☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1)

the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

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Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

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Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.

**TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND SHUMS CODA ASSOCIATES INC.
FOR ON-CALL TEMPORARY STAFFING SERVICES FOR PLAN CHECK,
INSPECTION AND SUPPORT STAFF**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and SHUMS CODA ASSOCIATES INC. ("AGENCY").

WHEREAS, CITY is in need of specialized personnel services in relation to On Call Temporary Staffing Services for Plan Check, Inspection and Support Staff; and

WHEREAS, in reliance upon AGENCY's representations regarding its qualifications, CITY finds that AGENCY possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

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All exhibits, including all associated -attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be for Three (3) years from the date of execution of this Agreement unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one year terms. Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed Four Hundred Thousand and 00/100 Dollars (\$400.000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov.

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to cityclerk@sunnyvale.ca.gov: 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

8. Compliance with Laws

- A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's 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 veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.
- B. AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- C. AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, AGENCY shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of AGENCY or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. AGENCY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITY shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

12. Insurance

The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Suzanne Park, Chief Building Official, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. AGENCY Representative

David Basinger, CEO ("AGENCY representative"), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Kristin Armbruster
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: (408) 730-7490
Email: karmbruster@sunnyvale.ca.gov

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Suzanne Park, Chief Building Official
Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To AGENCY: David Basinger, President
Schums Coda Associates Inc.
5776 Stoneridge Mall Road
Pleasanton, CA 94588

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

- A. If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

20. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

21. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

SHUMS CODA ASSOCIATES INC.
("AGENCY")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A SCOPE OF WORK

Building and CAsp Plan Review Services including, but not limited to:

- Review permit plans and documentation to determine compliance with the California State Building Codes, as locally amended by the City, and other applicable codes, regulations, and statutes.
- Be able to receive and transmit plans for review electronically.
- Digitally stamp or annotate plans.
- Electronically provide comprehensive plan check comments to avoid unexpected project requirements late in the process.
- Employ streamlined review processes and have a problem-solving approach in interacting with City staff and project applicants.
- The structural review shall be performed by or performed under the responsible charge of a California-registered civil or structural engineer.
- Provide assigned personnel available by telephone and/or e-mail to answer questions from applicants, developers, citizens, City staff, and other parties, as directed by the City's project manager.
- Maintain a building plan review log, including the permit number and project name, description of review, and compensation basis for each review.
- Communicate with City Staff and applicants on the status of permits and review issues.
- Work at the City offices as needed to provide coverage at the public counter and for plan review services.

Building and CAsp Inspection including, but not limited to:

- Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the State and City's building laws, and the code requirements set forth on the approved plans for which the City issued a permit.
- Observe each project at the completion of the various stages of construction for compliance with all relevant State and City building codes.
- Reads, correctly interprets, applies and uses building codes, municipal codes, ordinances, and other related laws, regulations and policies.

- Communicates with property owners, contractors and others regarding local and State codes; explains requirements and ensures compliance with plans and codes and gives final sign-off approval.
- Prepares clear, concise and comprehensive reports, correspondence and other required documents; maintains forms, records and field reports relative to inspection activities and to document findings; performs office duties.

Permit Clerk Staffing including, but not limited to:

- Learn and understand the City's permit tracking system, including the inspection module.
- Interact with customers via phone and in-person and proactively facilitate a resolution to questions and needed assistance.
- Provide cashiering services for internal and external customers.
- Researches and responds to public inquiries, including research of permitting records.
- Performs data entry; inputs various information into a variety of databases; independently completes special projects and assignments.
- May accept permit applications, calculates and applies applicable fees; acts as cashier for development related fee-based services; prepares daily cash and monthly credit card reports.

The types of services that the City may need have been listed in conjunction with this Contract but may not represent all services that may be required under any resultant agreement.

EXHIBIT B ADDITIONAL REQUIREMENTS

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.
2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.
3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:
 - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
 - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
 - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

APPENDIX A

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #:

This form acknowledges that the temporary employee, _____ (insert temporary agency staff name) _____, from _____ (“Agency”) has completed a criminal background check as required and detailed within Exhibit B of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date

EXHIBIT C COMPENSATION SCHEDULE

Shums Coda Associates Hourly Fee Schedule

Personnel Charges – Plan Review and Inspection Services (effective December 2023)

<u>Personnel Description:</u>	<u>Hourly Billing Rate:</u>
In-House Plan Review – Structural Engineer	\$165
In-House Plan Review – Professional Engineer	\$155
In-House Plan Review – Architect	\$155
In-House Plan Review – Plans Examiner	\$145
Acting Building Official	\$150
Principal	\$225
Senior Plan Review Structural Engineer	\$150
Senior Plan Review Professional Engineer	\$140
Senior Plan Review Architect	\$140
Plan Review Structural Engineer	\$135
Plan Review Professional Engineer	\$125
Plan Review Architect	\$125
Senior Plans Examiner	\$125
Plans Examiner	\$110
Senior Fire Protection Engineer Plan Review	\$200 - \$290
Fire Plan Review	\$175 - \$200
CASp Specialist – Plan Review	\$300
CASp Specialist – Inspection	\$350
CASp Specialist – Report	TBD
Permit Technician	\$75 - \$90
Clerical Support	\$50 - \$75
Supervisor of Inspectors (I.O.R.)**	\$115 - \$135
Senior Inspector**	\$100 - \$115
Inspector II**	\$85 - \$100
Inspector I**	\$75 - \$95

*** Hours for inspections in excess of 8 hours (per day) will also be billed as overtime at 1.5x the rate shown above.*

When inspection overtime is requested (on days when inspector has not already performed inspections on the site/weekend/nights), inspection services will be provided in 4-hour minimum segments.



Shums Coda Associates

5776 Stoneridge Mall Rd., Ste. 150
925.463.0651

Pleasanton, CA 94588
925.463.0691 (fax)

The payrates above are subject to the limitations set forth in Exhibit B for retirees of the CalPERS retirement system. If any of the limitations apply, CITY and AGENCY shall mutually agree in writing to an appropriate payrate.

EXHIBIT D INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Agency, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Agency shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.

☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1)

the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.

**TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND TRB AND ASSOCIATES, INC.
FOR ON-CALL TEMPORARY STAFFING SERVICES FOR PLAN CHECK,
INSPECTION AND SUPPORT STAFF**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and TRB AND ASSOCIATES, INC ("AGENCY").

WHEREAS, CITY is in need of specialized personnel services in relation to On Call Temporary Staffing Services for Plan Check, Inspection and Support Staff; and

WHEREAS, in reliance upon AGENCY's representations regarding its qualifications, CITY finds that AGENCY possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide qualified individuals to provide Building and CASp Plan Review Services, Building and CASp Inspection and Permit Clerk Staffing, as needed, in accordance with Exhibit "A". Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "B".

All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be for Three (3) years from the date of execution of this Agreement unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one year terms. Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed Five Hundred Thousand and 00/100 Dollars (\$500.000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov.

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to cityclerk@sunnyvale.ca.gov: 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

8. Compliance with Laws

- A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's 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 veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.
- B. AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- C. AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, AGENCY shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of AGENCY or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. AGENCY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITY shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

12. Insurance

The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Suzanne Park, Chief Building Official, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. AGENCY Representative

Todd Bailey, Project Manager ("AGENCY representative"), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Kristin Armbruster
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: (408) 730-7490
Email: karmbruster@sunnyvale.ca.gov

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Suzanne Park, Chief Building Official
Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To AGENCY: Todd Bailey, President
TRB and Associates Inc.
1256 El Camino Real Suite 209
Santa Clara, CA 95050

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

- A. If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

20. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

21. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

TRB AND ASSOCIATES, INC
("AGENCY")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A SCOPE OF WORK

Building and CAsp Plan Review Services including, but not limited to:

- Review permit plans and documentation to determine compliance with the California State Building Codes, as locally amended by the City, and other applicable codes, regulations, and statutes.
- Be able to receive and transmit plans for review electronically.
- Digitally stamp or annotate plans.
- Electronically provide comprehensive plan check comments to avoid unexpected project requirements late in the process.
- Employ streamlined review processes and have a problem-solving approach in interacting with City staff and project applicants.
- The structural review shall be performed by or performed under the responsible charge of a California-registered civil or structural engineer.
- Provide assigned personnel available by telephone and/or e-mail to answer questions from applicants, developers, citizens, City staff, and other parties, as directed by the City's project manager.
- Maintain a building plan review log, including the permit number and project name, description of review, and compensation basis for each review.
- Communicate with City Staff and applicants on the status of permits and review issues.
- Work at the City offices as needed to provide coverage at the public counter and for plan review services.

Building and CAsp Inspection including, but not limited to:

- Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the State and City's building laws, and the code requirements set forth on the approved plans for which the City issued a permit.
- Observe each project at the completion of the various stages of construction for compliance with all relevant State and City building codes.
- Reads, correctly interprets, applies and uses building codes, municipal codes, ordinances, and other related laws, regulations and policies.

- Communicates with property owners, contractors and others regarding local and State codes; explains requirements and ensures compliance with plans and codes and gives final sign-off approval.
- Prepares clear, concise and comprehensive reports, correspondence and other required documents; maintains forms, records and field reports relative to inspection activities and to document findings; performs office duties.

Permit Clerk Staffing including, but not limited to:

- Learn and understand the City's permit tracking system, including the inspection module.
- Interact with customers via phone and in-person and proactively facilitate a resolution to questions and needed assistance.
- Provide cashiering services for internal and external customers.
- Researches and responds to public inquiries, including research of permitting records.
- Performs data entry; inputs various information into a variety of databases; independently completes special projects and assignments.
- May accept permit applications, calculates and applies applicable fees; acts as cashier for development related fee-based services; prepares daily cash and monthly credit card reports.

The types of services that the City may need have been listed in conjunction with this Contract but may not represent all services that may be required under any resultant agreement.

EXHIBIT B ADDITIONAL REQUIREMENTS

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.
2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.
3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:
 - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
 - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
 - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

APPENDIX A

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #:

This form acknowledges that the temporary employee, _____ (insert temporary agency staff name) _____, from _____ (“Agency”) has completed a criminal background check as required and detailed within Exhibit B of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date

EXHIBIT C COMPENSATION SCHEDULE

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services are rendered on either a fixed fee or hourly rate basis, as noted below. Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g., CASp consulting), are provided on an hourly basis at the rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the total Building Division Plan Check Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed at a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum \$250 fee.

Turnaround Timeframe (in business days)	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Title 24 Energy)
Standard* - 10 days first check - 5 days rechecks	50%	50%	65%
Expedited** - 5 to 7 days first check - 5 days rechecks	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

- * For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.
- ** Turnaround timeframe would be mutually agreed upon prior to commencement of work.
- *** Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$185.00
Project / Division Manager	\$165.00
Building Official	\$165.00
Assistant Building Official	\$150.00
Supervising Plan Review Engineer/Architect	\$150.00
Senior Plan Review Engineer/Architect	\$140.00
Senior Plans Examiner (Building & Fire)	\$135.00
Plan Review Engineer/Architect	\$130.00
Plans Examiner (Building & Fire)	\$125.00
Engineering Technician	\$ 95.00
Permit Technician III	\$ 85.00
Permit Technician II	\$ 75.00
Permit Technician I	\$ 70.00
Clerical/Admin	\$ 60.00
Fire Protection Engineer	\$205.00
CASp Certified Inspector/Examiner	\$140.00
Grading/Storm Water Plan Review Engineer	\$195.00
QSP Storm Water Inspector	\$185.00
Inspection Task Leader / Inspector of Record	\$150.00
Supervising Inspector	\$140.00
Senior Inspector III	\$130.00
Senior Inspector II	\$125.00
Senior Inspector I	\$120.00
Inspector II	\$110.00
Inspector I	\$105.00
Intern Inspector	\$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2024 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

The payrates above are subject to the limitations set forth in Exhibit B for retirees of the CalPERS retirement system. If any of the limitations apply, CITY and AGENCY shall mutually agree in writing to an appropriate payrate.

EXHIBIT D INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Agency, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Agency shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.

☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1)

the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.

**TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND INTERWEST INC. FOR
ON-CALL TEMPORARY STAFFING SERVICES FOR PLAN CHECK,
INSPECTION AND SUPPORT STAFF**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and INTERWEST INC. ("AGENCY").

WHEREAS, CITY is in need of specialized personnel services in relation to On Call Temporary Staffing Services for Permitting Support Staff; and

WHEREAS, in reliance upon AGENCY's representations regarding its qualifications, CITY finds that AGENCY possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide qualified individuals to provide Permit Clerk Staffing, as needed, in accordance with Exhibit "A". Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "B".

All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be for Three (3) years from the date of execution of this Agreement unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one year terms. Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov.

5. Ownership of Documents

CITY shall have full and complete access to AGENCY's working papers, drawings and other documents during progress of the work. All documents of any description prepared by AGENCY shall become the property of the CITY at the completion of the project and upon payment in full to the AGENCY. AGENCY may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to cityclerk@sunnyvale.ca.gov: 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which AGENCY may become aware in the performance of its services.

8. Compliance with Laws

- A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY or applicant for employment because of an individual's 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 veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.
- B. AGENCY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- C. AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.
- D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, AGENCY shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of AGENCY or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. AGENCY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITY shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

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The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Suzanne Park, Chief Building Official, as the City Manager's authorized representative ("CITY representative"), shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. AGENCY Representative

Hossein Sanikhatam, SE Project Manager ("AGENCY representative"), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Kristin Armbruster
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: (408) 730-7490
Email: karmbruster@sunnyvale.ca.gov

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Suzanne Park, Chief Building Official
Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To AGENCY: Paul Meschino, President
39355 California Street, Suite 200
Freemont, CA 94538

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

- A. If AGENCY defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to AGENCY. In the event of such termination, AGENCY shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. AGENCY shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay AGENCY, AGENCY at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

20. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

21. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

INTERWEST INC. ("AGENCY")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A SCOPE OF WORK

Permit Clerk Staffing including, but not limited to:

- Learn and understand the City's permit tracking system, including the inspection module.
- Interact with customers via phone and in-person and proactively facilitate a resolution to questions and needed assistance.
- Provide cashiering services for internal and external customers.
- Researches and responds to public inquiries, including research of permitting records.
- Performs data entry; inputs various information into a variety of databases; independently completes special projects and assignments.
- May accept permit applications, calculates and applies applicable fees; acts as cashier for development related fee-based services; prepares daily cash and monthly credit card reports.

The types of services that the City may need have been listed in conjunction with this Contract but may not represent all services that may be required under any resultant agreement.

EXHIBIT B ADDITIONAL REQUIREMENTS

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a "clear" or "no record" result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.
2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.
3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:
 - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.
 - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.
 - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

APPENDIX A

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #:

This form acknowledges that the temporary employee, _____ (insert temporary agency staff name) _____, from _____ (“Agency”) has completed a criminal background check as required and detailed within Exhibit B of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

Agency Representative Signature

Agency Representative Name

Date

EXHIBIT C COMPENSATION SCHEDULE



Billing Rates

Effective July 17, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge	\$245
Principal Engineer	220
City Surveyor	215
City Engineer	215
Project Manager	200
Traffic Engineer	195
Transportation Engineer	200
Supervising Engineer	195
Senior Engineer	190
Licensed Land Surveyor	185
Engineering Associate III	155
Engineering Associate II	145
Engineering Associate I	135
Survey Technician	125
Senior Engineering Technician	125
Engineering Technician III	125
Engineering Technician II	110
Engineering Technician I	100
Student Trainee	50
Grading Plans Examiner	160
Building Safety Services	
Certified Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	155
Supervising Structural Engineer	185
Senior Structural Engineer	175
Senior Plans Examiner	140
CASp	125
Inspector III	110
Inspector II	100
Inspector I	90
Permit Technician	80
Fire Protection Engineer	155
Senior Fire Plans Examiner	130
Fire Plans Examiner / Fire Inspector	120
ICC Building Plans Examiner	120

Senior Code Enforcement Officer	135
Code Enforcement Officer	125
Trainee	75

Construction Management

Construction Manager	175
Assistant Construction Manager	155
Supervising Public Works Observer	170
Senior Public Works Observer	165
Public Works Observer III.....	155
Public Works Observer II.....	140
Public Works Observer I.....	125

Real Estate

Supervising Corporate Broker	250
Senior Project Manager	195
Project Manager	175
Senior Acquisition / Relocation Agent	135
Acquisition / Relocation Agent	120
ROW Technician	110
ROW Coordinator.....	95
Administrative Support.....	80

Landscape Design Review Services

Project Manager	175
Senior Landscape Design Reviewer	160
Landscape Design Reviewer.....	145
Landscape Maintenance Inspector	125
Landscape Field Supervisor.....	125

Planning Services

Community Development Director	215
Planning Manager	190
Principal Planner.....	175
Senior Planner.....	160
Associate Planner.....	130
Assistant Planner.....	105
Planning Technician	85

Administrative

Grant Manager.....	160
Grant Writer.....	150
Management Analyst II	120
Management Analyst I	110
Senior Administrative	100
Administrative III.....	95
Administrative II.....	90
Administrative I.....	75

Taaaaaahe payrates above are subject to the limitations set forth in Exhibit B for retirees of the CalPERS retirement system. If any of the limitations apply, CITY and AGENCY shall mutually agree in writing to an appropriate payrate.

EXHIBIT D INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Agency, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Agency shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.

☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1)

the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.



City of Sunnyvale

Agenda Item

24-0186

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Amend an Existing Contract in the Amount to \$419,916 with Solitude Lake Management LLC, DBA Aquatic Environments for On-Call Maintenance of Vegetation for the Water Pollution Control Plant Ponds (F23-09) for a New Not-to-Exceed amount of \$839,832

EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, City Council approval is required for the procurement of goods and/or services exceeding \$250,000 in any one transaction.

ENVIRONMENTAL REVIEW

This project is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d), for the maintenance and repair of existing public facilities involving negligible or no expansion of an existing use.

BACKGROUND AND DISCUSSION

There are approximately seven (7) miles of unpaved levee access roads around the Water Pollution Control Plant's oxidation ponds and recirculation channels. The access roads have become overgrown with emergent vegetation which drifts into the ponds and channels. This clogs integral pumping equipment and compromises the treatment process. Vegetation has also encroached on the levee crown, restricting staff access to certain areas. Staff estimates that an initial four (4) acres of vegetation will need to be physically removed to prepare additional areas for the ongoing monthly herbicide treatment events.

This contract will include both vegetation removal efforts, removal of floating vegetation and monthly herbicide treatments to keep emergent growth from returning.

On-Call Maintenance of Vegetation for the Water Pollution Control Plant (WPCP) Ponds was advertised on DemandStar on October 12, 2022. Fifteen (15) contractors requested bid documents. Sealed bids were opened on November 9, 2022, with two (2) responsive bids received. Solitude Lake Management LLC, dba Aquatic Environments submitted the lowest responsive and responsible bid in the amount of \$419,916 (Attachment 1 - Bid Summary).

A Service agreement was awarded by City Council on January 24, 2023 RTC#23-0128.

The Staff Recommendation section of the RTC failed to authorize the City Manager to amend the not-to-exceed amount and to extend the contract for four (4) additional one-year periods, subject to available budget and if pricing and services remain acceptable to the City. The vendor has agreed to hold pricing to the same amount as in the first year of the agreement.

FISCAL IMPACT

Funds are budgeted and available in Project 831730 - WPCP Oxidation Pond Levee Rehabilitation. The project budget financial summary is included as Attachment 3 to this report.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Take the following Actions:

- Authorize the City Manager to execute the first Amendment in substantially the same form as Attachment 2 to the report, to an existing Service Agreement with Solitude Lake Management LLC, DBA: Aquatic Environments; and
- Authorize the City Manager to amend the not-to-exceed amount and to extend the contract for three (3) additional one-year periods, subject to available budget and if pricing and services remain acceptable to the City.

Prepared by: David Battaglia, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance


Reviewed by: Ramana Chinnakotla Director of ESD

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft Amendment 1 to Service Agreement
3. Budget 831730 - WPCP Oxidation Pond Levee Rehabilitation

	 Sunnyvale			McNabb Construction ,Inc. DBA Environmental DK		Solitude Lake Management LLC. DBA Aquatic Environments	
				3527 Mt Diablo Blvd #306 Lafayette, CA 94549		345 Industrial Way Benicia, CA 94570	
IFB	F22-138 On-Call Maintenance of Vegetation for the Water Pollution Control Plant Oxidation Ponds			David D. McNabb		Lance W Dohman	
Item	Description	QTY	UNIT	Unit Price	Total	Unit Price	Total
1	Monthly Herbicide Treatments	12	EA	\$ 4,207.00	\$ 50,484.00	\$ 4,123.00	\$ 49,476.00
2	Monthly Floating Vegetation Cleanup Events	12	DAY	\$ 4,732.00	\$ 56,784.00	\$ 5,745.00	\$ 68,940.00
3	Mechanical Vegetation Removal Events	60	DAY	\$ 7,217.00	\$ 433,020.00	\$ 4,245.00	\$ 254,700.00
4	Weekend/Emergency Vegetation Removal Events	6	DAY	\$ 5,670.00	\$ 34,020.00	\$ 6,900.00	\$ 41,400.00
5	Additional Area Herbicide Treatments	6	PER ACRE	\$ 1,379.00	\$ 8,274.00	\$ 900.00	\$ 5,400.00
	TOTAL BASE BID				\$ 582,582.00		\$ 419,916.00
	Surety			N/A		N/A	
	Primary License			Class A		Class A	
	Sub Contractor			None		None	

FIRST AMENDMENT TO SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND SOLITUDE LAKE MANGEMENT LLC DBA: AQUATIC ENVIRONMENTS FOR ON-CALL MAINTENANCE OF VEGETATION FOR THE WATER POLLUTION CONTROL PLANT OXIDATION PONDS

This First Amendment to Services Agreement, dated January 31, 2023, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation for the state of California, and Solitude Lake Management DBA: Aquatic Environments "CONTRACTOR"

WHEREAS, the CITY and CONTRACTOR entered into an Agreement on January 31, 2023, whereby CONTRACTOR would provide on-call services for maintenance of vegetation at the water pollution control plant ("Agreement"); and

WHEREAS, the CITY and CONTRACTOR now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE CITY AND AGENCY ENTER INTO THIS FIRST AMENDMENT TO SERVICES AGREEMENT:

1. Section 2 entitled "Contract Term" is hereby amended, in part, to read as follows:

[2]. [Contract Term]

[Replace the entire section with the following:]

The term of this Agreement shall be from January 31, 2024, through January 30, 2025, unless otherwise terminated. Agreement may be extended for an additional Three (3) one (1) year periods at the sole discretion of the City.

2. Section 3. entitled "Payment of Fees and Expenses" is hereby amended, in part, to read as follows:

[3]. [Payment of Fees and Expenses]

[Replace the entire section with the following:]

CITY agrees to pay CONTRACTOR as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Eight Hundred Thirty Nine Thousand Eight Hundred Thirty Two and 00/100 Dollars (\$839,832.00) unless upon written modification to this Agreement signed by both parties. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

SOLITUDE LAKE MANAGEMENT LLC DBA: AQUATIC
ENVIRONMENTS ("CONTRACTOR")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit B
COMPENSATION

Line Item	DESCRIPTION	QTY	UOM	Unit Cost
1.	Monthly Herbicide Treatments	12	Each	\$ 4123.00
2.	Monthly Floating Vegetation Cleanup Events	12	Day	\$ 5745.00
3.	Mechanical Vegetation Removal Events	60	Day	\$ 4245.00
4.	Weekend/Emergency Vegetation Removal Events	6	Day	\$ 6,900.00
5	Additional Area Herbicide Treatments	6	Per Acre	\$ 900.00

Project: 831730 - WPCP Oxidation Pond Levee Rehabilitation

Category:	Capital	Project Type:	Wastewater	Project Manager:	Leonard Espinoza
Year Identified:	2016	Project Phase:	Implementation	Project Coordinator:	Leonard Espinoza
Est. Completion Year:	Ongoing	Department:	270 - Environmental Services	Fund - Sub-Fund:	6085 - Wastewater Infrastructure Subfund

Project Description/Scope/Purpose:

The Water Pollution Control Plant (WPCP) Oxidation Pond Levee Rehabilitation project provides funding for site assessments, weed abatement, levee repairs, levee maintenance, levee road maintenance, and other levee related work to keep this critical asset sound for the next 20 years. These levees form the containment, flow paths, and pumping structures that make-up the WPCP Secondary Treatment Process. These levees and the associated roads allow WPCP Operations and Maintenance staff access to critical wastewater treatment equipment. Additionally, these levee roads allow the public to enjoy access to the lower south bay slough systems. Lastly, these Levees keep the Bay and Storm water from entering the WPCP Secondary Treatment process, it is imperative that regular maintenance and levee related projects are conducted in manner that keeps the WPCP Secondary Treatment system viable for the next two decades.

The oxidation ponds are contained by approximately eight miles of earthen levees formed by clamshell dredging and compaction. The WPCP levee system has not had any significant rehabilitation since the ponds were commissioned in the late 1960s. These eight miles of levees contain approximately 440 acres of Ponds used in the WPCP Secondary Treatment Process and have been subject to significant erosion, subsidence, footing loss, inundation of vegetation, blockage of conveyance systems, severe potholing, and rodent derived failures.

The network of levees has become significantly overgrown with emergent and established vegetation, placing increased risk of damaging pumping equipment when mats dislodge. The proposed weed abatement will remove all vegetation (estimated at approximately eight acres) from the levees and manage regrowth overtime. Removal of the vegetation is required to expose areas of significant erosion along the levees to aid levee maintenance repair efforts.

Project Evaluation and Analysis:

A City-wide condition assessment study was conducted of City structures. WPCP oxidation pond levees were included in this study. Areas along the levees were identified for repair in this condition assessment study. The information in the condition assessment was used to create the WPCP Pond Levee Operations and Maintenance manual. Rehabilitation projects may include, but is not limited to, structurally reinforcing the levees, repairing rodent breaches, cracks, removing weeds and raising subsided sections of the levees. Public Works resources are not anticipated to be needed. On-call engineering firms will provide construction management support and outside contractors will perform the repair work. Segments with the highest likelihood of impact will be given priority.

Fiscal Impact:

Initial cost estimate indicated up to \$27 million would be needed for all repairs identified. The budget will be adjusted based on actual construction costs. This project is funded by the Wastewater Management Fund.

Funding Sources:

Wastewater Management Fund

Plans and Goals:

EM - Environmental Management - EM-7: Effective Wastewater Treatment

EM - Environmental Management - EM-8: Protection of Creeks and Bay

Project Financial Summary

	Project Costs	Revenues	Transfers In	Operating Costs
Prior Actual	797,161	-	-	-
2021 - 22	6,178,665	-	-	-
2022 - 23	495,013	-	-	-
2023 - 24	482,828	-	-	-
2024 - 25	427,500	-	-	-
2025 - 26	32,914	-	-	-
2026 - 27	123,233	-	-	-
2027 - 28	35,601	-	-	-
2028 - 29	37,025	-	-	-
2029 - 30	38,505	-	-	-
2030 - 31	40,046	-	-	-
2031 - 32	149,932	-	-	-
2032 - 33	43,313	-	-	-
2033 - 34	45,047	-	-	-
2034 - 35	46,848	-	-	-
2035 - 36	48,722	-	-	-
2036 - 37	182,415	-	-	-
2037 - 38	189,711	-	-	-
2038 - 39	197,299	-	-	-
2039 - 40	56,998	-	-	-
2040 - 41	58,754	-	-	-
2041 - 42	61,104	-	-	-
20 Year Total	2,792,809	-	-	-
Grand Total	9,768,635	-	-	-



City of Sunnyvale

Agenda Item

24-0284

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Review the City's 2024 Code of Ethics and Conduct for Elected and Appointed Officials

DISCUSSION

This report represents Council's opportunity to review and reaffirm the City's 2024 Code of Ethics and Conduct for Elected and Appointed Officials (hereafter referred to as "the Code").

The Code contains a section on ethical standards and a section on conduct which describes the way officials should treat one another, City staff, constituents, and others with whom they may come in contact with while representing the City.

No substantive changes to the Code as approved on January 9, 2024 are proposed by staff.

The City's boards and commissions that meet on a regular basis completed their annual review of the Code during the months of October 2023 through January 2024. The Personnel Board, which meets only on an as-needed basis, will review the Code at a future meeting yet to be scheduled.

Board and Commissions reviewed the Code prior to Council's January 9, 2024 addition of the following language to the Code:

The purpose of the "oral communications" section of the meeting is to provide an opportunity for members of the public who attend the meeting in person to address the members of the body on items within the body's subject matter jurisdiction that are not on the agenda. Remote comments (via call in or internet platform) must be allowed during oral communications if a member of the body is participating in the meeting remotely under provisions of the Brown Act, Government Code Section 54953(f). Otherwise, the chair may, but is not required to, take remote public comments during oral communications and may determine it would be impractical to include remote public comment during oral communications for the purpose of timeliness of the meeting or conducting an orderly meeting.

No suggestions from Boards and Commissions were made to revise the prior version of the Code that did not include the January 9 addition.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b) (5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

EXISTING POLICY

2024 Code of Ethics and Conduct for Elected and Appointed Officials.

FISCAL IMPACT

There is no fiscal impact associated with this report.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Review and reaffirm the 2024 Code of Ethics and Conduct for Elected and Appointed Officials with no changes from the January 9, 2024 Code as set forth in Attachment 1 of the report.

Prepared by: David Carnahan, City Clerk

Reviewed by: Sarah Johnson-Rion, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. 2024 Code of Ethics and Conduct for Elected and Appointed Officials
2. Excerpt of Arts Commission Minutes
3. Excerpt of Bicycle and Pedestrian Advisory Commission Minutes
4. Excerpt of Board of Library Trustees Minutes
5. Excerpt of Heritage Preservation Commission Minutes
6. Excerpt of Housing and Human Services Commission Minutes
7. Excerpt of Human Relations Commission Minutes
8. Excerpt of Parks and Recreation Commission Minutes
9. Excerpt of Planning Commission Minutes
10. Excerpt of Sustainability Commission Minutes



City of Sunnyvale

2024 Code of Ethics and Conduct for Elected and Appointed Officials

"Conduct is three-fourths of our life and its largest concern."

-- Matthew Arnold

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For ease of reference in the Code of Ethics and Conduct, the term “Member” refers to any member of the Sunnyvale City Council or the City’s boards and commissions established by the City Charter, City Ordinance or Council policy.

Ethics

Policy Purpose

The Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The citizens and businesses of Sunnyvale are entitled to fair, ethical and accountable local government, which will instill public confidence in the fair operation and integrity of Sunnyvale's City government.. In keeping with the City of Sunnyvale's Commitment to Excellence and the City Council's commitment to the ethical values while representing its residents and community, the effective functioning of democratic government requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally permitted to be conducted in a closed session under the Ralph M. Brown Act, in an atmosphere of respect and civility.
- Public officials, both elected and appointed, act in a transparent manner to enable the public to obtain information about public official activities and the decision-making process.

To this end, the Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The Ethics section of the City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of all the people of Sunnyvale and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Sunnyvale City Council, boards and commissions.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of Sunnyvale in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; the [Sunnyvale City Charter](#); laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.
3. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of Council, boards and commissions, staff or the public.

Ethics

4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions.
5. **Conduct of Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. **Communication.** Members shall verbally disclose any contact or receipt of substantive information they have received outside of the public decision-making process that is relevant to a matter under consideration by the Council or boards and commissions prior to considering that matter so that all parties have the opportunity to respond to that information.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.
9. **Gifts and Favors.** Members shall not take any special advantage of their public office to access services or opportunities for personal gain that are not available to the general public. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise or appear to compromise their independence of judgment or action.
10. **Confidential Information.** Members shall respect the confidentiality of information concerning certain negotiations (e.g., labor and real property), personnel matters, claims and litigation in order to avoid prejudicing the legal or negotiating position of the City or compromise the private interest of employees. They shall neither disclose confidential information without proper City Council authorization nor use such information to advance their personal/private, financial, or other interests.
11. **Use of Public Resources.** Members shall not use public resources not available to the general public, such as City staff time, vehicles, equipment, supplies, land or facilities, for private gain or political or personal purposes.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of

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Ethics

boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the subject matter jurisdiction of their bodies.

13. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when authorized to do so. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do. Councilmembers and board and commission members have the right to endorse candidates for City Council or Mayor or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, board/commission meetings, or other official City meetings or other governmental meetings where the member is serving in their capacity as an appointed official.
14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Sunnyvale City government as outlined by the Sunnyvale [City Charter Section 500 \(Form of Government\)](#). In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff, nor impair the ability of staff to implement Council policy decisions.
15. **Independence of boards and commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or actions of board and commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for residents and businesses dealing with the City. Members shall direct their requests of staff pertaining to their elected or appointed role to the appropriate staff liaison or in the case of Councilmembers, to the City Manager.

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Conduct

B. CONDUCT

This section is designed to describe the manner in which Members should treat one another, City staff, constituents, and others they come into contact with when representing the City of Sunnyvale.

The constant and consistent theme through all of the conduct guidelines is "respect." Members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, Members are called upon to exhibit appropriate and respectful behavior at all times.

1. Elected and Appointed Officials' Conduct with One Another

Elected and appointed officials have a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to support the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

1(a). In Public Meetings

Use formal titles

Elected and appointed officials should refer to one another formally during public meetings, such as Mayor, Vice Mayor, Councilmember, Chair, Vice Chair, Board Member or Commissioner followed by the individual's last name.

Practice civility and decorum in discussions and debate

Criticism is an essential component of democracy. This does not however, allow public officials to make belligerent, personal, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep members on track during public meetings. Members should honor efforts by the chair to focus discussions on current agenda items. If there is disagreement about the agenda or the chair's actions, members should follow parliamentary procedure to voice their objections politely.

Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should note the actual words used and call for a "point of personal privilege" that challenges the other member to justify or retract their language. The chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

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Conduct

Representing the Body

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or their board or commission to do so for a particular purpose. In private settings, board and commission members may communicate at any time and on any subject with individual members of the City Council, and may express to them individual viewpoints and opinions. In public, however, all members shall represent the official policies or positions of their board or commission, with the following exception:

1(b). In Private Encounters

Continue respectful behavior in private

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and E-mail

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note posted to Twitter? How would you feel if this voicemail message were uploaded to YouTube? What would happen if this e-mail gets forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

Even private conversations can have a public presence

Public officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted. Cellular phones and other technologies allow for recording of these events with the potential for recorded conversations and actions being shared via social media.

In private, board and commission members may communicate at any time and on any subject with the City Council, and may express to Council individual viewpoints and opinions.

2. Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals

Treat city staff with respect. Poor behavior towards staff is not acceptable.

Do not disrupt City staff from their jobs

Public officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions. Do not attend City staff meetings unless requested by staff – even

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Conduct

if the official does not say anything, his or her presence could intimidate staff and hampers their ability to do their job objectively.

Never publicly criticize an individual employee

Public officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager privately. Comments about staff in the City Attorney's Office should be made directly to the City Attorney. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.

Do not get involved in administrative functions

Public officials must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. [See Code of Ethics] The Sunnyvale [City Charter, Section 807](#), also contains information about the prohibition of Council interference in administrative functions.

Check with City staff on correspondence before taking action

Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under the City's policy governing volunteers. ([Council Policy 7.2.19, Boards and Commissions](#))

Do not solicit political support from staff

Public officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace and outside of the employee's work hours.

3. Elected and Appointed Officials' Conduct with the Public

3(a). In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

Be welcoming to speakers and treat them with respect and professionalism. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce limits on speakers at the start of the public hearing process. Questions should *not* be asked for the express purpose of allowing one speaker to evade the time limit imposed on all others (e.g., "Was there something else you wanted to say?"). Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed additional time. If many speakers are anticipated, the chair may shorten the time limit and/or

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Conduct

ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits disruptive behavior. Each speaker may only speak once during the public hearing unless the chair requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.

The purpose of the “oral communications” section of the meeting is to provide an opportunity for members of the public who attend the meeting in person to address the members of the body on items within the body’s subject matter jurisdiction that are not on the agenda. Remote comments (via call in or internet platform) must be allowed during oral communications if a member of the body is participating in the meeting remotely under provisions of the Brown Act, Government Code Section 54953(f). Otherwise, the chair may, but is not required to, take remote public comments during oral communications and may determine it would be impractical to include remote public comment during oral communications for the purpose of timeliness of the meeting or conducting an orderly meeting.

Give the appearance of active listening

It is disconcerting to speakers to have members not look at them when they are speaking. Avoid facial expressions that could be interpreted as smirking, disbelief, anger, disrespect, or boredom.

Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of public officials. To express an opinion prior to the close of a public hearing casts doubt on the body’s fairness. This is particularly important when officials are serving in a quasi-judicial capacity.

Ask for clarification, but avoid debate and argument with the public

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

If speakers become flustered or defensive by questions, it is the responsibility of the chair to calm and focus the speaker and to maintain order and decorum. Questions by members to the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.

No personal attacks of any kind, under any circumstance

Members should also be aware of their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

Follow parliamentary procedure in conducting public meetings

The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The Mayor or Chair, subject to the appeal of the full City Council or board/commission makes final rulings on parliamentary procedure.

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Conduct

3(b). In Unofficial Settings

Make no promises on behalf of the Council, board/commission or City

Members will frequently be asked to explain a Council or board/commission action or to give their opinion about an issue as they talk with community members. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council or board/commission action, or to promise that City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

Make no personal comments about other members

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other members, their opinions and actions.

Remember that despite its impressive population figures, Sunnyvale is a small town at heart

Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Sunnyvale. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by members, 24 hours a day, seven days a week. This is a serious and continuous responsibility.

4. Elected and Appointed Officials' Conduct Regarding Ex-parte Communications

Members have the responsibility to hear all viewpoints at a public hearing. Members must always keep an open mind, and not rush to pre-judge any matter, until all concerned parties (including but not limited to applicants, members of the public and staff) are heard during the public hearing. Members must not come to a conclusion on a matter until the public hearing is closed.

One key responsibility involves “ex parte” communications. Ex parte is a Latin phrase that literally means “from one party.” Generally, it is defined as any oral or written communication with a decisionmaker about the subject matter of an upcoming quasi-judicial proceeding, which takes place outside of a noticed hearing that is open to all parties to the matter. An ex parte communication can include sensory information, such as things that are seen or heard during a site visit.

Hearings are “quasi-judicial” when they require the Members to apply general rules and standards to specific factual situations and to reach conclusions that affect the rights or interests of an individual person or entity. Common examples of quasi-judicial matters include decisions to approve or deny specific development projects, permit revocation proceedings, and employee disciplinary matters.

For quasi-judicial agenda matters, a Member must report (disclose) any information that they received outside of the public hearing or staff report, if the information significantly influenced their views of the matter. The disclosure should state the nature of the communication (e.g., whether it was oral, written, or sensory), and should explain the substance of the communication so that other Members, interested parties, and the public will have an opportunity to become apprised of the factors influencing the Member and to attempt to controvert or rebut any such factor during the hearing. Disclosure alone will not be deemed a sufficient basis for a request to continue the hearing.

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Conduct

An ex parte communication is not grounds to disqualify a Member from participation in a quasi-judicial hearing unless the Member feels that they cannot reach an impartial decision.

5. Council Conduct When Serving on Intergovernmental Assignments

Be clear about representing the City or personal interests

When representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose.

Correspondence also should be equally clear about representation

City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence shall be given to the Council Executive Assistant to be filed in the Council Office as part of the public record.

City letterhead shall not be used for non-City business nor for correspondence representing a dissenting point of view from an official Council position.

6. Council Conduct with Boards and Commissions

The City has established several boards and commissions as a means of gathering more community input. Residents who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a board or commission meeting, be careful to only express personal opinions

Councilmembers may attend any board or commission meeting, which are always open to any member of the public. Councilmembers are encouraged to attend board or commissions meetings in support of their role as council liaison to a board or commission. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process—especially if it is on behalf of an individual, business or developer. Any public comments by a Councilmember at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

Limit participation to questions of clarification

It is inappropriate for a Councilmember to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to clarify a position taken by the board or commission or City Council.

Remember that boards and commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as

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Conduct

expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

Be respectful of diverse opinions

A primary role of boards and commissions is to represent many points of view in the community and to provide the City Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a close working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all individuals serving on boards and commissions.

Keep political support away from public forums

Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for elective office, but not in an official forum in their capacity as a Councilmember.

7. Elected and Appointed Officials' Conduct with the Media

Board and commission members are not authorized to represent the City outside of official board/commission meetings unless specifically authorized to do so.

Councilmembers are frequently contacted by the media for background and quotes.

The best advice for dealing with the media is to never go "off the record"

Most members of the media follow journalistic ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

The Mayor is the official spokesperson for the City on City positions.

The Mayor is the designated representative of the City Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should direct the requester to the Mayor. If the Councilmember chooses to engage with the requester, they should be clear about whether their comments represent the official City position or a personal viewpoint.

Choose words carefully and cautiously

Comments taken out of context can cause problems. Be especially cautious about humor, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

C. SANCTIONS

Model of Excellence

City Councilmembers, board and commission members, and Council appointees who do not sign the Model of Excellence (Appendix A) shall be ineligible for intergovernmental assignments or Council subcommittees.

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Conduct

Ethics Training for Public Officials

City Councilmembers, board and commission members, and Council appointees who are out of compliance with State- or City-mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council sub-committees, and may be subject to sanctions.

Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers/meeting room.

Inappropriate Staff Behavior

Councilmembers should refer to the City Manager for any City staff or to the City Attorney for any City Attorney Office's staff who do not follow proper conduct in their dealings with members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

Members Behavior and Conduct

The Sunnyvale Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Sunnyvale City Council, boards and commissions. Members are responsible for adhering to these standards. The chairs of boards and commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority and/or committee assignments (both internal and inter-governmental) and/or have official travel restricted. Serious infractions could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

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Glossary of Terms / Implementation

D. GLOSSARY OF TERMS

attitude	The manner in which one shows one's dispositions, opinions, and feelings
behavior	External appearance or action; manner of behaving; carriage of oneself
civility	Politeness, consideration, courtesy
conduct	The way one acts; personal behavior
courtesy	Politeness connected with kindness
decorum	Suitable; proper; good taste in behavior
manners	A way of acting; a style, method, or form; the way in which things are done
point of order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
point of personal privilege	A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive
propriety	Conforming to acceptable standards of behavior
protocol	The courtesies that are established as proper and correct
respect	The act of noticing with attention; holding in esteem; courteous regard

E. IMPLEMENTATION

As an expression of the standards of conduct for members expected by the City, the Sunnyvale Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Sunnyvale Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

(Adopted: RTC 08-113 (4/8/08), Update: RTC 09-036 (2/3/09); Updated: RTC 09-047 (2/24/09); Approved with no changes: RTC 10-078 (3/23/10); RTC 11-058 (3/29/11); RTC 12-067 (3/20/2012); Updated: RTC 13-060 (3/19/13); Approved with no changes: RTC 14-0211 (3/18/14); RTC 15-0050 (3/24/15); RTC 16-0360 (4/5/16); RTC 17-0161 (3/28/17); RTC 18-0036 (1/9/18); RTC 19-0185 (2/26/2019); RTC 20-0021 (3/17/20); RTC 21-0383 (3/16/21); RTC 21-0985 (10/26/21); RTC 22-0303(3/1/2022); RTC 23-0238 (2/14/2023); RTC 24-0201 (1/9/2024))

Lead Department: Office of the City Manager

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APPENDIX A - Model of Excellence Member Statement

MODEL OF EXCELLENCE

Sunnyvale City Council, Boards and Commissions

MEMBER STATEMENT

As a member of the Sunnyvale City Council or of a Sunnyvale board or commission, I agree to uphold the Code of Ethics and Conduct for Elected and Appointed Officials adopted by the City and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Sunnyvale;
- Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of Sunnyvale Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

Name

Office/Meeting Body

For ease of reference in the Code of Ethics and Conduct, the term "Member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.



City of Sunnyvale

Meeting Minutes - Draft Arts Commission

Wednesday, November 15, 2023

7:00 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

CALL TO ORDER

Chair Veith called the meeting to order at 7:03 p.m.

ROLL CALL

Present: 3 - Chair Agnes Veith
Vice Chair Kathryn Filley
Commissioner Dawna Eskridge
Absent: 2 - Commissioner Molly Kauffman
Commissioner Winnie Lam

PUBLIC HEARINGS/GENERAL BUSINESS

3 [23-1047](#) Annual Review and Acceptance - Code of Ethics

Vice Chair Filley moved and Chair Veith seconded the motion to that the Commission reviewed and accepted the Code of Ethics.

The motion carried by the following vote:

Yes: 3 - Chair Veith
Vice Chair Filley
Commissioner Eskridge

No: 0

Absent: 2 - Commissioner Kauffman
Commissioner Lam



City of Sunnyvale

Meeting Minutes

Bicycle and Pedestrian Advisory Commission

Thursday, November 16, 2023

6:30 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

CALL TO ORDER

Chair Oey called the meeting to order at 6:45 p.m.

SALUTE TO THE FLAG

Chair Oey led the salute to the flag.

ROLL CALL

Present 6 - Chair Timothy Oey
Commissioner Alex Bonne
Commissioner Arwen Davé
Commissioner Dan Hafeman
Commissioner Sharlene Liu
Commissioner Leia Mehlman
Absent 1 - Vice Chair Bryce Beagle

Commissioner Beagle's absence is excused.
Council Liaison Din (absent)

PUBLIC HEARINGS/GENERAL BUSINESS

3 [23-1069](#) Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Thinh Le, Transportation Engineer, commented on the Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials. Staff makes no recommendation. This report is being presented to the Bicycle and Pedestrian Advisory Commission for review and to acknowledge the Code of Ethics and Conduct for Elected and Appointed Officials.

Commissioner Mehlman commented on the following:

- Stated to the BPAC that they are voting on acknowledging that they have received the Code of Ethics and Conduct for Elected and Appointed Officials

Chair Oey commented on the following:

- Emphasized how important it is to read the Code of Ethics and Conduct for Elected and Appointed officials for the BPAC to function

Public Comment opened at 8:13 p.m.

Bryce Beagle, member of the public, commented on the following:

- Acknowledged reading the Code of Ethics and Conduct for Elected and Appointed officials

Public Comment closed at 8:14 p.m.

All of the BPAC commissioners have acknowledged the receipt and review of the Code of Ethics and Conduct for Elected and Appointed officials.

Yes 7 - Chair Oey
Vice Chair Beagle
Commissioner Bonne
Commissioner Davé
Commissioner Hafeman
Commissioner Liu
Commissioner Mehlman

No 0

ADJOURNMENT

Chair Oey adjourned the meeting at 8:28 p.m.



City of Sunnyvale

Meeting Minutes Excerpt - Final

Board of Library Trustees

Monday, October 2, 2023

7:00 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

CALL TO ORDER

Chair Wang called the meeting to order at 7:00 p.m.

ROLL CALL

Present: 4 - Chair Sharlene Wang
Vice Chair Meena Juttukonda
Board Member Charlsie Chang
Board Member Carter Hu

Absent: 1 - Board Member Rahul Jain

[23-0877](#) Annual Review of Code of Ethics and Conduct for Elected and
Appointed Officials

Chair Wang opened the public hearing, and there being no public testimony, closed the public hearing.

Motion: Board Member Hu moved and Vice Chair Juttukonda seconded, the motion declaring that the Board Members have read and will abide by the rules of the Code of Ethics. The motion carried by the following vote:

Yes: 4 - Chair Wang
Vice Chair Juttukonda
Board Member Chang
Board Member Hu

No: 0

Absent: 1 - Board Member Jain

ADJOURNMENT

Chair Wang adjourned the meeting at 8:39 p.m.



City of Sunnyvale

Excerpt - Meeting Minutes - Final Heritage Preservation Commission

Wednesday, December 6, 2023

7:00 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

Regular Meeting - 7 PM

CALL TO ORDER

Chair Johnson called the meeting to order at 7:00 PM and also welcomed Commissioner Garrett.

ROLL CALL

Present: 5 - Chair Sue-Ellen Johnson
Vice Chair Sarosh Patel
Commissioner William Garrett
Commissioner Ashmita Rajkumar
Commissioner Pamela Sharma
Absent: 2 - Commissioner Steve Caroompas
Commissioner Aaron Sofaer

2. **23-1111** Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

MOTION:

Commissioner Garret moved and Commissioner Rajkumar seconded to acknowledge that the Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials were reviewed.

The motion carried by the following vote:

Yes: 5 - Chair Johnson
Vice Chair Patel
Commissioner Garrett
Commissioner Rajkumar
Commissioner Sharma

No: 0

Absent: 2 - Commissioner Caroompas
Commissioner Sofaer

ADJOURNMENT

Chair Johnson adjourned the meeting at 7:29 PM.



City of Sunnyvale

Excerpt Meeting Minutes - Draft Housing and Human Services Commission

Wednesday, November 29, 2023

7:00 PM

Online and Bay Conference Room, City
Hall, 456 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

Chair Duncan called the meeting to order at 7:02 p.m.

SALUTE TO THE FLAG

Chair Duncan led the salute to the flag.

ROLL CALL

Present: 5 - Chair Scott Duncan
Commissioner Jim Davis
Commissioner Elinor Stetson
Commissioner Elizabeth Steward
Commissioner Carol Weiss

Absent: 2 - Vice Chair Leesa Riviere
Commissioner Ken Hiremath

Vice Chair Leesa Riviere (absent)
Commissioner Ken Hiremath (absent)
Council Liaison Richard Mehlinger (present)

4 [23-1099](#) CONTINUED FROM MEETING OF NOVEMBER 21, 2023
Annual Review of the City Code of Ethics and Conduct for
Elected and Appointed Officials

Affordable Housing Manager Ernie Defrenchi noted that this annual review was an opportunity for commissioners to ask questions or give recommendations about the Code of Ethics and Conduct for Elected and Appointed Officials.

There were no comments or discussion.



City of Sunnyvale

Excerpt Meeting Minutes - Draft Human Relations Commission

Thursday, January 11, 2024

7:00 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

CALL TO ORDER

Chair Ramisetty called the meeting to order at 7:06 p.m. in the Bay Conference Room.

SALUTE TO THE FLAG

Chair Ramisetty led the salute to the United States flag.

ROLL CALL

Present: 5 - Chair Venkata Siva Ramisetty
Vice Chair Nenuca Syquia
Commissioner Claudia Camacho
Commissioner José León
Commissioner Maria Paulina Zapata

PUBLIC HEARINGS/GENERAL BUSINESS

4 [24-0170](#) Annual Review and Acceptance - Code of Conduct

EAI Manager noted that this annual review was an opportunity for commissioners to ask questions or give recommendations about the Code of Ethics and Conduct for Elected and Appointed Officials.

There were no comments or discussion.

Public Comment opened at 10:25 pm

No speakers.

Public Comment closed at 10:25 pm

Vice Chair Syquia moved and Commissioner León seconded the motion to accept the Annual Review and Code of Conduct

The motion carried by the following vote:

Yes: 5 - Chair Ramisetty
Vice Chair Syquia
Commissioner Camacho
Commissioner León
Commissioner Zapata

No: 0

ADJOURNMENT

Vice Chair Syquia adjourned the meeting at 10:38 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Parks and Recreation Commission

Wednesday, December 13, 2023

7:00 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/94819997080>

CALL TO ORDER

Chair Kesting called the meeting to order at 7:02 p.m.

ROLL CALL

Present: 4 - Chair David Kesting
Vice Chair Dona Mason
Commissioner Daniel Bremond
Commissioner Prakash Giri
Absent: 1 - Commissioner Prashant Gattani

PUBLIC HEARINGS/GENERAL BUSINESS

3 [23-1046](#) Annual Review and Acceptance - Code of Ethics

Chair Kesting moved and Commissioner Mason seconded the motion to accept the Code of Ethics.

The motion carries by the following vote:

Yes: 4 - Chair Kesting
Vice Chair Mason
Commissioner Bremond
Commissioner Giri

No: 0

Absent: 1 - Commissioner Gattani



City of Sunnyvale

Meeting Minutes

Planning Commission

Monday, December 11, 2023

6:00 PM

Online and Bay Conference Room
(Room 145), City Hall,
456 W. Olive Ave.,
Sunnyvale, CA 94086

Special Meeting: Closed Session - 6:00 PM | Public Hearing - 7:00 PM

7 P.M. PLANNING COMMISSION MEETING

CALL TO ORDER

Chair Pyne called the meeting to order at 7:00 PM.

SALUTE TO THE FLAG

Chair Pyne led the salute to the flag.

ROLL CALL

Present: 5 - Chair Martin Pyne
Vice Chair Nathan Iglesias
Commissioner Galen Kim Davis
Commissioner Daniel Howard
Commissioner Michael Serrone

Absent: 2 - Commissioner John Howe
Commissioner Neela Shukla

The absences of Commissioner Shukla and Commissioner Howe are excused.

CONSENT CALENDAR

There were no public speakers for this agenda item.

MOTION: Commissioner Howard moved and Vice Chair Iglesias seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

Yes: 5 - Chair Pyne
Vice Chair Iglesias
Commissioner Davis
Commissioner Howard
Commissioner Serrone

No: 0

Absent: 2 - Commissioner Howe
Commissioner Shukla

1.C [23-1117](#) Annual Review of the Code of Ethics and Conduct for Elected
and Appointed Officials

ADJOURNMENT

Chair Pyne adjourned the meeting at 9:11 PM.



City of Sunnyvale

Meeting Minutes

Sustainability Commission

Monday, November 20, 2023

7:00 PM

Online and Bay Conference Room (Room
145), City Hall, 456 W. Olive Ave.,
Sunnyvale, CA 94086

PUBLIC HEARINGS/GENERAL BUSINESS

[23-1062](#) Annual Review of Code of Ethics and Conduct for Elected and
Appointed Officials

Christina Raby, Environmental Engineering Coordinator, noted that there were no
updates to the 2023 Code of Ethics.

Chair Kunz opened the public hearing.

No public comments were made.

Chair Kunz closed the public hearing.

Commissioner Besser moved, and Vice Veitch seconded, a motion declaring
Commissioners have read and will abide by the rules of the Code of Ethics.

Yes: 4 - Chair Kunz
Vice Chair Veitch
Commissioner Besser
Commissioner Pistone

No: 0

Absent: 3 - Commissioner Makwana
Commissioner Nabhan
Commissioner Wickham



City of Sunnyvale

Agenda Item

24-0285

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Approve 2024 Board and Commission Annual Work Plans

DISCUSSION

Council appointed boards and commissions have developed proposed annual work plans for calendar year 2024. These work plans are submitted annually for Council approval. Work plans identify policy issues the board/commission will be acting on during the year.

2024 work plans (Attachments 1 through 9) also list:

- Board and Commission meeting dates;
- Routine and special assignments specific to each board or commission;
- Continuing Study Issues; and
- Annual review of policies and reports.

New study issues, ranked by Council at the February 15, 2024 Study Issues and Budget Proposals Workshop, will be added to the board and commission work plans. Updated work plans are provided to the board/commission as an "Information Only" item.

The Personnel Board typically addresses appeals under specific duties instead of addressing policy issues. This Board does not operate under an Annual Work Plan.

EXISTING POLICY

Council Policy 7.2.19 Boards and Commissions, Section 2.H.(l)(a) Work Plans.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b) (5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact as a result of approving the Work Plans.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on

the City's website.

RECOMMENDATION

Approve the 2024 Work Plans as submitted.

Prepared by: David Carnahan, City Clerk

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft - Arts Commission Annual Work Plan 2024
2. Draft - Bicycle and Pedestrian Advisory Commission Annual Work Plan 2024
3. Draft - Board of Library Trustees Annual Work Plan 2024
4. Draft - Heritage Preservation Commission Annual Work Plan 2024
5. Draft - Housing and Human Services Commission Annual Work Plan 2024
6. Draft - Housing and Human Services Commission Annual Work Plan 2024
7. Draft - Parks and Recreation Commission Annual Work Plan 2024
8. Draft - Planning Commission Annual Work Plan 2024
9. Draft - Sustainability Commission Annual Work Plan 2024

Draft 2024 Annual Work Plan

Arts Commission

MEETING DATE	AGENDA ITEM/ISSUE
January 17	<ul style="list-style-type: none">• Rank Study Issues by January 31
February 21	<ul style="list-style-type: none">• Study Issues Overview• Discuss Commission Artwork Projects for 2024
March 20	<ul style="list-style-type: none">• Hands on the Arts Festival (Finalize Project and Plans)
April 17	<ul style="list-style-type: none">• Hands on the Arts Presentation
May 15 Joint Meeting	<ul style="list-style-type: none">• Review Recommended Budget (Joint meeting with Parks and Recreation Commission)
June 19	<ul style="list-style-type: none">• Recognition of Service• National Arts and Humanities Month (Scope of Commission Hosted kids Art Project)
July 17	<ul style="list-style-type: none">• Selection of Chair and Vice Chair• National Arts and Humanities Month (Final Project and Plans)
August 21	<ul style="list-style-type: none">•
September 18	<ul style="list-style-type: none">• Public Art Annual Update
October 16	<ul style="list-style-type: none">• Final month to Propose Study Issues (Due to City Manager by December 1)
November 20	<ul style="list-style-type: none">• Approve 2024 Master Work Plan• Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials
December 18	<ul style="list-style-type: none">• Final month to Approve 2024 Master Work Plan• Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Events:

- Hands on the Arts – Saturday, May 11, 2024
- State of the City, TBD

Draft 2024 Annual Work Plan

Bicycle and Pedestrian Advisory Commission

MEETING DATE	AGENDA ITEM/ISSUE
January 18	<ul style="list-style-type: none"> • VTA SRTS Homestead Road Improvements • Climate Action Playbook Progress Update 2023 • Ranking of 2024 Study Issues
February 15	<ul style="list-style-type: none"> • Tasman Pedestrian-Bicycle Improvements Study Issue (DPW 21-03) • Discussion of Utility Bill Concepts • Discussion of TDA Funding
March 21	<ul style="list-style-type: none"> • Mary Avenue Overcrossing (Draft EIR) • Utility Bill Concept Designs • Council Ranking of Study Issues (Information item)
April 18	<ul style="list-style-type: none"> • Discussion of TDA Funding • Traffic Calming Program Study Issue (DPW 22-06) • Bicycle and Pedestrian Access Improvements at Sunnyvale Caltrain Station (Study Issue DPW 20-02)
May 16	<ul style="list-style-type: none"> • Annual reporting on collisions involving pedestrians and cyclists • Vision Zero Plan Progress Update • TDA Funding Project Recommendation • Review Recommended Budget
June 20	<ul style="list-style-type: none"> • Recognition of Service • Mary Avenue Overcrossing (Final EIR) • Utility Bill Stuffer Update (Information item) • Annual Slurry Seal List (Information item)
July 18	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
August 15	<ul style="list-style-type: none"> • Central Arques Specific Plan • Tasman Pedestrian-Bicycle Improvements Study Issue (DPW 21-03) • Active Transportation Plan Progress Update • VTA Measure B Education and Encouragement Potential Projects
September 19	<ul style="list-style-type: none"> • Bicycle and Pedestrian Access Improvements at Sunnyvale Caltrain Station (Study Issue DPW 20-02) • El Camino Real Sense of Place and Gateways • Study Issues Sponsorship (for Scenario 1)
October 17	<ul style="list-style-type: none"> • Safe Routes to School Coordinator Update 2024 • Final month to Propose Study Issues

MEETING DATE	AGENDA ITEM/ISSUE
	<ul style="list-style-type: none">• Study Issues Sponsorship (for Scenario 2, if necessary)• Review Sponsored Study Issues Write-up (for Scenario 1 only)
November 21	<ul style="list-style-type: none">• Climate Action Playbook Progress Update 2024• Approve 2025 Master Work Plan
December 19	<ul style="list-style-type: none">• Final month to Approve 2025 Master Work Plan• Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issues may be proposed for any meeting throughout the year
- East Channel Trail Study
- Hollenbeck Bike Lane Study
- Safe Routes to School Coordinator Update 2023
- Class IIIB Bicycle Boulevards (Information Item)
- Assembly Bill No. 413
- Sunnyvale Municipal Code 10.56 Bicycles
- Sunnyvale Municipal Code 19.46.150 Bicycle Parking
- Bicycle Improvements Planning Study (Mathilda Ave between Almanor Ave and Del Rey Ave – Southbound only)

Draft 2024 Annual Work Plan

Board of Library Trustees

MEETING DATE	AGENDA ITEM/ISSUE
January 8 Special Meeting	<ul style="list-style-type: none">• Rank Study Issues by January 31• Senior Services
February 5	<ul style="list-style-type: none">• Silicon Valley Reads• Sustainability Initiatives
March 4	<ul style="list-style-type: none">• Friends of the Sunnyvale Public Library Update• Branch Library Update
April 1	<ul style="list-style-type: none">• National Library Week• Early Learning Initiatives• Digital Information Literacy
May 13 Special Meeting	<ul style="list-style-type: none">• Review Recommended FY 2024/25 Budget
June 3	<ul style="list-style-type: none">• Recognition of Service• Library of Things
July 1	<ul style="list-style-type: none">• Selection of Chair and Vice Chair• Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials• Equity, Access, and Inclusion Initiatives
August 5	<ul style="list-style-type: none">• Patron Satisfaction & Non-User Surveys• Marketing and Outreach – Librarians in Communities
September 9 Special Meeting	<ul style="list-style-type: none">• Preliminary Discussion of 2025 Master Work Plan• Library Collections Overview
October 7	<ul style="list-style-type: none">• Use of Data/Privacy• Final month to Propose Study Issues• Approve 2025 Master Work Plan
November 4	<ul style="list-style-type: none">• Annual Library Statistics and Trends
December 2	<ul style="list-style-type: none">• Final month to Approve 2025 Master Work Plan• Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Reminder: Study Issues may be proposed at any meeting throughout the year.

Additional items yet to be scheduled:

Draft 2024 Annual Work Plan

Heritage Preservation Commission

MEETING DATE	AGENDA ITEM/ISSUE
January 11*	<ul style="list-style-type: none">• Rank 2024 Study Issues by January 31
February 7	<ul style="list-style-type: none">• <i>Meeting to be held only if needed</i>
March 6	<ul style="list-style-type: none">• <i>Meeting to be held only if needed</i>
April 3	<ul style="list-style-type: none">• <i>Meeting to be held only if needed</i>
May 1	<ul style="list-style-type: none">• Review Recommended Budget
June 5	<ul style="list-style-type: none">• Recognition of Service
July 3	<ul style="list-style-type: none">• Selection of Chair and Vice Chair
August 7	<ul style="list-style-type: none">• <i>Meeting to be held only if needed</i>
September 4	<ul style="list-style-type: none">• <i>Meeting to be held only if needed</i>
October 2	<ul style="list-style-type: none">• Final month to Propose Study Issues (Due to City Manager by December)
November 6	<ul style="list-style-type: none">• Approve 2025 Annual Work Plan
December 4	<ul style="list-style-type: none">• Final month to Approve 2025 Annual Work Plan• Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

*Special meeting due to City Observed Holiday

Additional items yet to be scheduled:

- Study Issues may be proposed at any meeting throughout the year
- Study Issues presentation dates will be added following approval by Council

Draft 2024 Annual Work Plan

Housing and Human Services Commission

MEETING DATE	AGENDA ITEM/ISSUE
January 24	<ul style="list-style-type: none"> • Rank Study Issues by January 31
February 28	<ul style="list-style-type: none"> • Study Session: Review of Services for the Unhoused • Presentations: CDBG/HOME Funding Proposals
March 27	<ul style="list-style-type: none"> • Public Hearing: CDBG/HOME Funding Recommendations • Study Issue: CDD 22-07: Evaluate a Pilot Program for Universal Basic Income Including Potential Funding Sources
April 16* (Tuesday)	<ul style="list-style-type: none"> • Public Hearing: Draft FY 2024/25 HUD Action Plan
May 22	<ul style="list-style-type: none"> • Review Recommended Budget
June 26	<ul style="list-style-type: none"> • Presentation: Recognition of Service
July 24	<ul style="list-style-type: none"> • Election of Chair and Vice Chair for FY2024/25
August 28	
September 17* (Tuesday)	<ul style="list-style-type: none"> • Public Hearing: Review of Consolidated Annual Performance Evaluation Report (CAPER) • Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials
October 23	<ul style="list-style-type: none"> • Public Hearing: Priority and Unmet Needs for Human Services and Recommendation to Council • Final Month to Recommend Study Issues
November 19* (Tuesday)	<ul style="list-style-type: none"> • Review Draft Request for Proposals for CDBG and HOME Funding • Approve 2025 Master Work Plan
December 17* (Tuesday)	<ul style="list-style-type: none"> • Final Month to Approve 2025 Master Work Plan • Final Month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

*** Special Meetings**

Additional items yet to be scheduled:

- Other Housing Strategy Implementation Projects
- Any Alternative Compliance Plans
- Consent Calendar items are not listed on the Work Plan
- Study Issues ranking date - determined based on date of 2024 Study Issues Workshop
- Consolidated Plan Action Items and Preparation for 2025

Draft 2024 Annual Work Plan

Human Relations Commission

MEETING DATE	AGENDA ITEM/ISSUE
January	<ul style="list-style-type: none"> • Rank Study Issues by January 31 (if applicable) • Discuss annual events and celebrations based on suggested Heritage Months/Affinity Celebrations/Awareness Campaigns and Identity Recognition Days • Discuss plan for Halaqa-Seder in collaboration with Jewish and Muslim Community members
February	<ul style="list-style-type: none"> • Host first of 4 Difficult Conversations/Civility Roundtables • Celebrate/Commemorate Black History Month • Celebrate Lunar New Year • Planning for Halaqa-Seder in collaboration with Jewish and Muslim Community members
March	<ul style="list-style-type: none"> • Celebrate/Commemorate Women's History Month • Finalize details for Halaqa-Seder in collaboration with Jewish and Muslim Community members
April	<ul style="list-style-type: none"> • Celebrate Halaqa-Seder • Support the Community Needs Assessment Process
May	<ul style="list-style-type: none"> • Host second of 4 Difficult Conversations/Civility Roundtables Review Recommended Budget • Support the Community Needs Assessment Process
June	<ul style="list-style-type: none"> • Recognition of Service • Event that addresses Intergenerational Understanding • Support the Community Needs Assessment Process
July	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair • Event that addresses multiheritage
August	<ul style="list-style-type: none"> • Host third of 4 Difficult Conversations/Civility Roundtables
September	<ul style="list-style-type: none"> • Event that addresses bullying
October	<ul style="list-style-type: none"> • Final month to Propose Study Issues (Due to City Manager by December) • Event that addresses the unhoused experience
November	<ul style="list-style-type: none"> • Approve 2025 Annual Work Plan • Celebrate/Commemorate Native American/Indigenous Peoples Day • Host fourth of 4 Difficult Conversations/Civility Roundtables:
December	<ul style="list-style-type: none"> • Final month to Approve 2025 Annual Work Plan • Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials • Event that addresses the immigrant experience

Additional items yet to be scheduled:

- Study Issues may be proposed at any meeting throughout the year
- Study Issues presentation dates will be added following approval by Council

Draft 2024 Annual Work Plan

Parks and Recreation Commission

MEETING DATE	AGENDA ITEM/ISSUE
January 10	<ul style="list-style-type: none"> Golf and Tennis Reportⁱ Rank Study Issues by January 31
February 14	<ul style="list-style-type: none"> Recreation Scholarship Report Special Events Report
March 4 Joint Meeting	<ul style="list-style-type: none"> Main Library Project Update: Phase 2 Study Issues Update (Citywide)
March 13	Canceled
April 10	<ul style="list-style-type: none"> Field/Facility Usage Report Operational Overview of Parks, Golf and Tree Division
May 8	Canceled
May 15 Joint Meeting	<ul style="list-style-type: none"> Review Recommended Budget (Joint Meeting with Arts Commission)
June 12	<ul style="list-style-type: none"> Recognition of Service Capital Improvement Projects Update
July 10	<ul style="list-style-type: none"> Selection of Chair and Vice Chair Parks & Recreation Month
August 14	<ul style="list-style-type: none"> Golf and Tennis Reports
September 11	<ul style="list-style-type: none"> Youth and Teens Overview
October 9	<ul style="list-style-type: none"> Active Aging Month (Senior Programs) Arts & Humanities Month (Art Programs) Final month to Propose Study Issues (Due to City Manager by December 1)
November 13	<ul style="list-style-type: none"> Sports & Aquatics Report Approve 2024 Work Plan Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials
December 11	<ul style="list-style-type: none"> Final month to Approve 2024 Work Plan Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

ⁱ Moved from December 2023

Draft 2024 Annual Work Plan

Planning Commission

MEETING DATE	AGENDA ITEM / ISSUE
January 8	<ul style="list-style-type: none"> Rank Study Issues Proposed in 2023 Quarterly Review of General Plan Initiations Low Density Objective Design Standards (SI CDD 20-01)
January 22	<ul style="list-style-type: none">
February 12	<ul style="list-style-type: none"> Plan Review Permit Village Center Master Plan- Study Session
February 26	<ul style="list-style-type: none"> ADU Ordinance Updates Central Arques SP Study Session
March 11	<ul style="list-style-type: none"> Zoning Code Amendments for HE
March 25	<ul style="list-style-type: none"> Central Arques SP CEQA Scoping Village Center Master Plan Adoption
April 8	<ul style="list-style-type: none"> Quarterly Review of General Plan Initiations Block 18/SB6 Amendment Parking Requirements for Residential Uses (SI CDD 19-07)
April 22	<ul style="list-style-type: none"> Inclusionary Housing Update
May 13	<ul style="list-style-type: none"> Review Recommended Budget Block 20 Sunnyvale Imaging Sites (SDP)
May 28	<ul style="list-style-type: none"> ECR Commercial Requirement
June 10	<ul style="list-style-type: none"> Climate Action Plan (Qualified Plan)
June 24	<ul style="list-style-type: none"> Recognition of Service ODS Chapter 3 (Study Issue)
July 8	<ul style="list-style-type: none"> Selection of Chair and Vice Chair Quarterly Review of General Plan Initiations
July 22	
August 12	
August 26	

MEETING DATE	AGENDA ITEM / ISSUE
September 9	
September 23	<ul style="list-style-type: none">• Final Month to Propose Study Issues for 2025
October 14	<ul style="list-style-type: none">• Quarterly Review of General Plan Initiations
October 28	<ul style="list-style-type: none">• Final Meeting to Review Proposed 2025 Study Issues
November 11	<ul style="list-style-type: none">• Approve 2025 Master Work Plan
November 25	<ul style="list-style-type: none">• Central Arques SP Adoption
December 9	<ul style="list-style-type: none">• Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issue ideas may be submitted to staff throughout the year.
- Study Issue presentation dates will be added following approval by Council.

Draft 2024 Annual Work Plan

Sustainability Commission

MEETING DATE	AGENDA ITEM/ISSUE
January 16, 2024	<ul style="list-style-type: none"> • Clean Water Program Update [staff presentation] • Rank 2024 Study Issues [public hearing] • Artificial Turf [Commissioner Wickham]
February 20, 2024	<ul style="list-style-type: none"> • Single Use Plastics Policy/Programs Update [study session]
March 18, 2024	<ul style="list-style-type: none"> • SVCE Programs Update [presentation] • Climate Action Playbook Update: 2022 GHG Inventory [study session] • Updates from Youth Groups [Vice Chair Veitch] • Synchronized Traffic Lights [Commissioner Makwana + staff]
April 15, 2024	<ul style="list-style-type: none"> • Central Arques Specific Plan [study session] • Sustainability Speaker Series Proposal for FY 2024/25
May 20, 2024	<ul style="list-style-type: none"> • SMaRT Station® Update [staff presentation] • Review Recommended Budget
June 17, 2024	<ul style="list-style-type: none"> • Recognition of Service • Review Study Issue Process and Timelines • Fire Station 2 - New Construction Preferred Concept [staff presentation] • Building and Transportation Decarbonization Policy Best Practices [Chair Kunz and Commissioner Wickham]
July 15, 2024	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair • Water Conservation Program Update [staff presentation]
August 19, 2024	<ul style="list-style-type: none"> • Public greenspaces at local businesses [Commissioner Besser]
September 16, 2024	<ul style="list-style-type: none"> • Zero Waste Program Update [staff presentation] • Recommendation to the Council Subcommittee on Board and Commission Effectiveness
October 21, 2024	<ul style="list-style-type: none"> • Final month to Propose Study Issues • Review 2025 Draft Master Work Plan • Climate Action Playbook Update: 2023 GHG Inventory [study session]
November 18, 2024	<ul style="list-style-type: none"> • Miyawaki Forest [Commissioner Makwana] • Approve 2025 Master Work Plan

December 16, 2024	<ul style="list-style-type: none">• Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials
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Additional items yet to be scheduled:

- Study Issues may be proposed at any meeting throughout the year
- Study Issues presentation dates will be added following approval by Council
- Commissioner Presentations
 - Countywide Sustainability Commissions [Vice Chair Veitch]

Additional Presentations/Updates from Staff requested by Commission:

- Climate Action Playbook Update: updates from key departments [staff presentation]
- Game Plan 2028 Adoption [public hearing]
- Lakewood Library Update [staff presentation]
- Study Issue update for in progress Study Issues [staff presentation]



City of Sunnyvale

Agenda Item

24-0301

Agenda Date: 2/6/2024

SUBJECT

Adopt Ordinance No. 3223-24 to add By-Right Approvals (Chapter 19.73) to the Sunnyvale Municipal Code, Designate Parcels Subject to By-Right Approval, and Make Related Amendments to Chapters 19.12 (Definitions), Zoning Districts and Specific Plan Districts - Areas, Residential (19.18), Commercial (19.20), Office and Public Facilities (19.24), Downtown Specific Plan (19.28), Moffett Park Specific Plan (19.29), Lawrence Station Area Plan (19.35), El Camino Real Specific Plan (19.36), Inclusionary Below Market Rate Ownership Housing Program (19.67), and Miscellaneous Plan Permit (19.82)

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on 1/30/2024 with the following vote: 7-0

RECOMMENDATION

Adopt Ordinance No. 3223-24 to add By-Right Approvals (Chapter 19.73) to the Sunnyvale Municipal Code, designate parcels subject to By-Right Approval, and make related amendments to Chapters 19.12 (Definitions), Zoning Districts and Specific Plan Districts - Areas, Residential (19.18), Commercial (19.20), Office and Public Facilities (19.24), Downtown Specific Plan (19.28), Moffett Park Specific Plan (19.29), Lawrence Station Area Plan (19.35), El Camino Real Specific Plan (19.36), Inclusionary Below Market Rate Ownership Housing Program (19.67), and Miscellaneous Plan Permit (19.82)

ORDINANCE NO. 3223-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE ADDING CHAPTER 19.73 (BY-RIGHT APPROVAL) OF ARTICLE 6 (SPECIAL HOUSING ISSUES) OF TITLE 19 (ZONING) OF THE SUNNYVALE MUNICIPAL CODE, DESIGNATING PARCELS SUBJECT TO BY-RIGHT APPROVAL, AND MAKING RELATED AMENDMENTS TO TITLE 19 (ZONING) OF THE SUNNYVALE MUNICIPAL CODE.

THE CITY COUNCIL OF THE CITY OF SUNNYVALE FINDS AND DECLARES AS FOLLOWS:

WHEREAS, provisions of the California Government Code require that certain uses be approved as a “use by right” as defined in Government Code Section 65583.2(i); and

WHEREAS, the Housing Element of the City of Sunnyvale provides that the City will adopt an amendment to its zoning code providing for by-right approvals as required by state law; and

WHEREAS, the City has identified the sites depicted in the maps attached as Exhibit A and incorporated by reference as suitable for by-right housing approvals in order to comply with the state law;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. SECTION 19.12.030 AMENDED. Section 19.12.030 (“B”) of Chapter 19.12 (Definitions) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.12.030. “B”

(1) – (16) [Text unchanged]

(17) “By-right zoning” means sites designated in chapter 19.73 of this code where housing development is entitled to be reviewed as a use by right under state law.

SECTION 2. SECTION 19.18.030 AMENDED. Section 19.18.030 (Permitted, conditionally permitted and prohibited uses in residential zoning districts) of Chapter 19.18 (Residential Zoning Districts) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.18.030. Permitted, conditionally permitted and prohibited uses in residential zoning districts.

(1) – (4) [Text unchanged]

(5) By-right housing developments on sites identified in Chapter 19.73 require approval of a ministerial miscellaneous plan permit in accordance with the provisions of Chapter 19.82, even if a Use Permit or Special Development Permit is listed in Table 19.18.030.

SECTION 3. SECTION 19.20.040 AMENDED. Section 19.20.040 (Uses requiring use permit; all commercial zoning districts) of Chapter 19.20 (Commercial Zoning Districts) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.20.040. Uses requiring use permit; all commercial zoning districts.

(a) – (b) [Text unchanged]

(c) By-right housing developments on sites identified in Chapter 19.73 require approval of a ministerial miscellaneous plan permit in accordance with the provisions of Chapter 19.82, even if a Use Permit or Special Development Permit is listed in Table 19.20.030.

SECTION 4. SECTION 19.24.040 AMENDED. Section 19.24.040 (Uses requiring use permit; office zoning district) of Chapter 19.24 (Office and Public Facilities Zoning Districts) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.24.040. Uses requiring use permits; office zoning district.

(a) – (c) [Text unchanged]

(d) By-right housing developments on sites identified in Chapter 19.73 require approval of a ministerial miscellaneous plan permit in accordance with the provisions of Chapter 19.82, even if a Use Permit is listed in Table 19.24.030.

SECTION 5. SECTION 19.28.080 AMENDED. Section 19.28.080 (Permitted, conditionally permitted and prohibited uses in residential DSP blocks) of Chapter 19.28 (Downtown Specific Plan District) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.28.080. Permitted, conditionally permitted and prohibited uses in residential DSP blocks.

(a) Use Table. Table 19.28.080 sets forth those uses which are permitted, conditionally permitted, and prohibited in residential DSP blocks and the type of approval a use requires.

(1) – (4) [Text unchanged]

(5) By-right housing developments on sites identified in Chapter 19.73 require approval of a ministerial miscellaneous plan permit in accordance with the provisions of Chapter 19.82, even if a Special Development Permit is listed in Table 19.28.080.

(b) – (c) [Text unchanged]

SECTION 6. SECTION 19.29.060 AMENDED. Section 19.29.060 (Permitted development types and uses) of Chapter 19.29 (Moffett Park Specific Plan District) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.29.060. Permitted development types and uses.

(a) – (d) [Text unchanged]

(e) By-right housing developments on sites identified in Chapter 19.73 require approval of a ministerial miscellaneous plan permit in accordance with the provisions of Chapter 19.82, even if a Special Development Permit is listed in Table 19.29.060.

SECTION 7. SECTION 19.35.050 AMENDED. Section 19.35.050 (Permitted, conditionally permitted, and prohibited uses) of Chapter 19.35 (Lawrence Station Area Plan District) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.35.050. Permitted, conditionally permitted, and prohibited uses.

(a) Use Table. Table 19.35.050 sets forth those uses which are permitted, conditionally permitted, or prohibited in each of the LSAP districts.

(1) – (4) [Text unchanged]

(5) By-right housing developments on sites identified in Chapter 19.73 require approval of a ministerial miscellaneous plan permit in accordance with the

provisions of Chapter 19.82, even if a Special Development Permit is listed in Table 19.35.050 or in Section 19.35.050(c).

(b) – (c) [Text unchanged]

SECTION 8. SECTION 19.36.060 AMENDED. Section 19.36.060 (Permitted development type and uses) of Chapter 19.35 (El Camino Real Specific Plan District) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.36.060. Permitted development type and uses.

(a) Development Types and Use Tables. Tables 19.36.060A and 19.36.060B set forth the development types and uses, respectively, that are permitted, conditionally permitted, and prohibited in the ECR-C, ECR-MU, ECR-O, and ECR-PF zoning districts. Permitted uses in the ECR-R3 and ECR-R4 zoning districts are as identified for the R-3 and R-4 zoning districts, respectively, in Chapter 19.18, Residential Zoning Districts.

(1) – (5) [Text unchanged]

(6) By-right housing developments on sites identified in Chapter 19.73 require approval of a ministerial miscellaneous plan permit in accordance with the provisions of Chapter 19.82, even if Not Permitted or a Special Development Permit is listed in Tables 19.36.060A and 19.36.060B.

(b) [Text unchanged]

SECTION 9. CHAPTER 19.73 ADDED. Chapter 19.73 (By-Right Approval) of Article 6 (Special Housing Issues) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby added to read as follows.

CHAPTER 19.73. BY-RIGHT APPROVAL.

19.73.010. Purpose.

This chapter specifies the process for reviewing housing development projects entitled to review as a “use by right” under state law. In enacting this chapter, it is also the intent of the city to implement the goals, objectives, and policies of the city’s Housing Element of the General Plan.

19.73.020. Eligibility.

The following housing development projects are eligible for by-right zoning approval.

- (a) (1) The project is located on a site designated below; and,

Downtown Specific Plan

116-124 Carroll Street (APN 209-05-036)
260 Charles Street (APN 165-13-053)
410 Charles Street (APN 165-03-002)
414 Charles Street (APN 165-03-001)
360 East Evelyn Avenue (APN 209-05-017)
380 East Evelyn Avenue (APN 209-05-018)
241-255 South Mathilda Avenue (APN 165-13-062)
259 South Mathilda Avenue (APN 165-13-063)
295 South Mathilda Avenue (APN 165-13-064)
425-427 South Mathilda Avenue (APN 165-03-003)
495 South Mathilda Avenue (APN 165-03-006)
475 West McKinley Avenue (APN 165-13-052)
495 West McKinley Avenue (APN 165-13-051)

El Camino Real Specific Plan

601 South Bernardo Avenue (APN 198-16-002)
629-675 South Bernardo Avenue – only for northerly portion of the lot
zoned ECR-MU54, approximately 370-foot distance from El Camino Real
(APN 198-16-004)
101-103 East El Camino Real; 576-590 South Murphy Avenue (APN 209-
30-048)
105 East El Camino Real (APN 209-30-047)
107 East El Camino Real (APN 211-01-038)
111 East El Camino Real (APN 211-01-045)
121 East El Camino Real (APN 211-01-044)
125 East El Camino Real (APN 211-01-035)
151-161 East El Camino Real (APN 211-01-036)
556 East El Camino Real (APN 211-20-029)
561-587 East El Camino Real (APN 211-01-040)
576-594 East El Camino Real (APN 211-20-036)
592 East El Camino Real (APN 211-20-039)
595 East El Camino Real (APN 211-01-039)
596 East El Camino Real (APN 211-20-033)
598 East El Camino Real (APN 211-20-032)
144-152 West El Camino Real; 701-727 Sunnyvale-Saratoga Road (APN
201-37-012)

154-158 West El Camino Real (APN 201-37-011)
1205 West El Camino Real (APN 161-22-004)
1213 West El Camino Real (APN 161-22-005)
1234-1236 West El Camino Real (APN 198-16-007)
1238 West El Camino Real (APN 198-16-008)
1241-1249 West El Camino Real (APN 161-22-006)
1243-1253 West El Camino Real (APN 161-22-007)
1255 West El Camino Real (APN 161-22-008)
564 South Murphy Avenue (APN 209-30-050)
566-572 South Murphy Avenue (APN 209-30-049)
569 South Sunnyvale Avenue (APN 209-30-044)
575 South Sunnyvale Avenue (APN 209-30-045)
575 South Sunnyvale Avenue (APN 209-30-046)

Lawrence Station Area Plan

1155 Reed Avenue (APN 213-01-003)
1165 Reed Avenue (APN 213-01-002)
1164 Willow Avenue (APN 213-01-004)

Moffett Park Specific Plan

1272 Borregas Drive (APN 110-33-033)
1315-1327 Chesapeake Terrace (APN 110-37-014)
1313 Geneva Drive, 281-283 East Java Drive (APN 110-33-031)
1120 Innovation Way (APN 110-27-047)
241 East Java Drive (APN 110-33-035)
No address, to the northwest of 1265 Crossman Avenue (No APN, on common area parcel near APN 110-34-026)

No Specific Plan

420-450 Persian Drive (APN 110-29-008)
500 East Remington Drive (APN 211-23-019)
685 East Remington Drive (APN 211-20-046)
689-693 East Remington Drive (APN 211-20-047)
697 East Remington Drive (APN 211-20-045)
1110 Sunnyvale-Saratoga Road (APN 211-35-033)
1118 Sunnyvale-Saratoga Road (APN 211-35-003)
413-415 Tasman Drive (APN 110-29-006)
425 Tasman Drive (APN 110-29-005)

(2) Twenty percent of the total number of housing units in the project are proposed to be available for rent to lower income households at affordable rent or to purchase at affordable sales prices, as applicable, pursuant to chapter 19.67 or chapter 19.77 of this code, as applicable, and

(3) The housing development does not require a subdivision as defined in title 18 of this code or applicable state law.

(b) Permanent supportive housing as defined in Government Code Section 65660(a) that meets all of the requirements of Government Code Sections 65660 et seq.

(c) Low barrier navigation center as defined in Government Code Section 65660(a) that meets all of the requirements of Government Code Sections 65660 et seq.

19.73.030. Permit requirements.

(a) An applicant for a housing development project eligible for by-right zoning approval shall submit a ministerial miscellaneous plan permit for approval of the design pursuant to section 19.82.020(b). No discretionary permit or approval is required.

(b) Affordable units in the project shall comply with the requirements of chapter 19.67 (Inclusionary Below Market Rate Ownership Housing Program) or chapter 19.77 (Inclusionary Below Market Rate Rental Housing) as applicable.

19.73.040. Review of application.

(a) The application for the ministerial miscellaneous plan permit approval shall be reviewed for conformance with objective standards established by the General Plan, applicable Specific Plans, Zoning Code, design standards, and other adopted standards.

(b) As provided by Government Code Section 65583.2(i), the housing development project is exempt from the California Environmental Quality Act.

(c) Permanent supportive housing shall be reviewed consistent with the provisions of Government Code Sections 65650 et seq.

SECTION 10. SECTION 19.82.020 AMENDED. Section 19.82.020 (When Required) of Chapter 19.82 (Miscellaneous Plan Permit) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.82.020. When required.

- (a) [Text unchanged]
- (b) Ministerial Reviews.
 - (1) Accessory dwelling units as regulated in Chapter 19.79;
 - (2) Dual urban opportunity dwelling units as regulated in Chapter 19.78.
 - (3) By-right housing developments as regulated in Chapter 19.73.
- (c) – (l) [Text unchanged]

SECTION 11. SECTION 19.82.030 AMENDED. Section 19.82.030 (Procedures and decisions) of Chapter 19.82 (Miscellaneous Plan Permit) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

- (a) [Text unchanged]
- (b) Ministerial Reviews. For miscellaneous plan permit applications listed in this section, the director of community development, without notice or hearing, shall consider the application ministerially without discretionary review. When the application is in compliance with the relevant standards, the permit shall be issued. The director's decision may be appealed to planning commission only by the applicant or the owner of the subject property.
 - (1) Accessory dwelling units shall be reviewed for compliance with the standards set forth in Chapter 19.79, within the time frames set forth in that chapter.
 - (2) Dual opportunity dwelling units shall be reviewed for compliance with the standards set forth in Chapter 19.78.
 - (3) By-right housing projects shall be reviewed for compliance with the standards set forth in Chapter 19.73.

SECTION 12. CEQA. The adoption of this ordinance does not require environmental review under the California Environmental Quality Act (CEQA) because it implements a state-mandated program and is therefore not a discretionary action subject to CEQA. (Public Resources Code Section 21080(b)(1), CEQA Guidelines Sections 15268, 15357.)

SECTION 13. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after adoption.

SECTION 14. PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance

Introduced at a regular meeting of the City Council held on January 30, 2024, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on February 6, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
Date of Attestation: _____

LARRY KLEIN
Mayor

(SEAL)

APPROVED AS TO FORM:

REBECCA L. MOON
Interim City Attorney



City of Sunnyvale

Agenda Item

24-0069

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance to Amend Section 16.62.330 (Installation of Manufactured Homes section within the Floodplain Management Chapter) of Chapter 16.62 (Floodplain Management) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code and Find that the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Sections 15268 and 15308 and Public Resources Code Section 21080(b)(1)

BACKGROUND

On September 26, 2023, the City Council adopted an Ordinance (RTC No. 23-0780) to repeal the City's existing floodplain construction regulations (Chapter 16.62 of the Sunnyvale Municipal Code) and adopt a new Chapter 16.62 to meet current requirements of the Federal Emergency Management Agency (FEMA). State Department of Water Resources staff, as liaison between FEMA and City staff, reviewed the Ordinance subsequent to adoption. However, FEMA staff have subsequently requested revisions to Section 16.62.330 related to manufactured homes.

EXISTING POLICY

Sunnyvale General Plan, Chapter 6 speaks to hazards and disaster preparedness and response. In particular, the following two policies discuss flood hazards.

- Policy SN1.1: Evaluate and consider existing and potential hazards in developing land use policies. Make land use decisions based on an awareness of the hazards and potential hazards for the specific parcel of land.
- Policy SN1.2: Take measures that will protect life and property from the effects of a 1 percent (100 year) flood.

ENVIRONMENTAL REVIEW

The adoption of the revised floodplain management ordinance is exempt from environmental review under Section 15308 of the California Environmental Quality Act because it is an action by a regulatory agency for the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. The regulations will prevent flooding that can harm groundwater, wildlife and plants, sensitive habitats, and human health. In addition, adoption of these standards is mandatory to conform to federal regulations required by the National Flood Insurance Program. As a result, the adoption of the ordinance is a ministerial action that is statutorily exempt from CEQA under Public Resources Code Section 21080 (b)(1) and CEQA Guidelines Section 15268.

DISCUSSION

As a member of the Community Rating System (CRS), the City undergoes a verification review by the Federal Emergency Management Agency's insurance specialist. The primary benefit by being a member of the CRS is the associated flood insurance discount for the residents. Sunnyvale is a

Class 7, which translates to a 15% flood insurance discount.

Sunnyvale's review was on November 7, 2023. As part of the review, the insurance specialist noted that the section in the newly adopted ordinance related to manufactured homes (SMC Section 16.62.230) in the special flood hazard area did not have the requirement to elevate the structure to base flood elevation *plus one foot* (text in italics to indicate the needed revision). This is required of manufactured homes that are stand-alone (ADUs are a common example), located outside of mobile home parks (which are regulated by the State).

Although staff had, prior to adoption, precoordinated the ordinance review with the State Department of Water Resources (DWR), utilizing the DWR's model ordinance, it was daylighted in the verification visit that the requirements of the added one foot elevation for manufactured homes is required for agencies with Class 8 rating or higher. Sunnyvale is currently Class 7 (one rating better than Class 8). The FEMA insurance specialist stated that the regulations require the Ordinance be revised to maintain Class 8 or better. Without the Ordinance revision, the City will retrograde to Class 9, and the flood insurance discount will be reduced from 15% (Class 7) to 5% (Class 9).

The proposed amendments to SMC Section 16.62.330 are attached as Attachment 1. Internally, until the revisions are effective 30 days after adoption, staff will administratively require that any stand-alone manufactured homes within the special flood hazard area be elevated to the plus one foot above base flood elevation. This will bridge the gap until the Ordinance revision takes effect, and the FEMA insurance specialist has approved of this method for temporary gap closure.

FISCAL IMPACT

There is no fiscal impact associated with this action.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15268 and 15308 and Public Resources Code Section 21080(b)(1) and introduce an Ordinance to amend Section 16.62.330 (Installation of Manufactured Homes section within the Floodplain Management Chapter) of Chapter 16.62 (Floodplain Management) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code (Attachment 1 to the report).
2. Other actions as determined by Council

STAFF RECOMMENDATION

Alternative 1: Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15268 and 15308 and Public Resources Code Section 21080 (b)(1) and introduce an Ordinance to amend Section 16.62.330 (Installation of Manufactured Homes section within the Floodplain Management Chapter) of Chapter 16.62 (Floodplain Management) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code (Attachment 1 to the report).

Prepared by: Jennifer Ng, Assistant Director of Public Works
Reviewed by: Chip Taylor, Director, Public Works
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Revised Ordinance

ORDINANCE NO. ____-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING SECTION 16.62.330
(INSTALLATION OF MANUFACTURED HOMES) OF
CHAPTER 16.62 (FLOODPLAIN MANAGEMENT) OF
TITLE 16 (BUILDINGS AND CONSTRUCTION) OF THE
SUNNYVALE MUNICIPAL CODE.**

THE CITY COUNCIL OF THE CITY OF SUNNYVALE FINDS THE FOLLOWING:

WHEREAS, on September 26, 2023, the City Council adopted Ordinance No. 3220-23 to amend Chapter 16.62 (Floodplain Management) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code in order to comply with requirements for the City's continued participation in the National Flood Insurance Program; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has requested that the City make certain amendments to the ordinance with respect to installation of manufactured homes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. SECTION 16.62.330 AMENDED. Section 16.60.330 (Installation of Manufactured Homes) of Chapter 16.62 (Floodplain Management) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code is hereby amended to read as follows:

16.62.330. Installation of manufactured homes.

(a) – (c) [Text unchanged]

(d) **General elevation requirement.** Unless subject to the requirements of subsection (e) of this section, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the lowest floor, or bottom of the lowest horizontal member of the lowest floor, as applicable to the flood hazard area, is at or above the base flood elevation plus one foot.

(e) **Elevation requirement for certain existing manufactured home parks and subdivisions.** Manufactured homes that are not subject to subsection (d) of this section, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as a result of flooding has occurred, shall be elevated such that

the:

~~(1) — Lowest lowest~~ floor, or bottom of the lowest horizontal structural member, as applicable to the flood hazard area, is at or above the base flood elevation plus one foot; ~~and,~~

~~(2) — Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

(f) [Text unchanged]

(g) [Text unchanged]

(h) **Protection of mechanical equipment and outside appliances.** Mechanical equipment and outside appliances shall be elevated to or above the lowest floor plus one foot or bottom of the lowest horizontal structural member of the manufactured home plus one foot, as applicable to the flood hazard area.

(1) Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by subsections (d) or (e) of this section, as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 2. CEQA. This action is exempt from environmental review under Section 15308 of the California Environmental Quality Act because it is an action by a regulatory agency for the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. The regulations will prevent flooding that can harm groundwater, wildlife and plants, sensitive habitats, and human health. In addition, adoption of these standards is mandatory to conform to federal regulations required by the National Flood Insurance Program. As a result, the adoption of the ordinance is a ministerial action that is statutorily exempt from CEQA under Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after adoption.

SECTION 4. PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on September 12, 2023, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on February 6, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk

LARRY KLEIN
Mayor

Date of Attestation: _____

(SEAL)

APPROVED AS TO FORM:

John A. Nagel
City Attorney



City of Sunnyvale

Agenda Item

24-0255

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Adopt Positions on State and Local Ballot Measures for the March 5, 2024 Election

BACKGROUND

This report provides an opportunity for the Sunnyvale City Council to take positions on state and local measures on the March 5, 2024 Ballot. The report summarizes each measure, provides the City's adopted policy on the measure (if any), and a staff recommendation, when appropriate. Council Policy 7.4.16 Ballot Measure Positions, states that staff will provide analysis and a position recommendation on only those ballot measures that directly impact City business. City business is defined as all matters directly related to service delivery, or otherwise contributing to the City's operational success (Pursuant to Council Policy 7.4.14 Legislative Advocacy Positions).

As required by state law, no public funds have been or will be used to campaign for or against any of these measures. Public resources may be used to adopt a position on a measure, as long as that position is taken at an open and public meeting where all perspectives have the opportunity to be heard. Staff's recommendations are generally based on existing City policies from documents such as the General Plan, Legislative Advocacy Positions, and impact on City services and/or operations.

EXISTING POLICY

Council Policy 7.4.16 Ballot Measure Positions: As soon as possible following the release of the Secretary of State's Official *Voter Information Guide* or the Santa Clara County Registrar of Voter's *Voter Information Pamphlet*, staff will present to Council a report reviewing proposed ballot measures.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (a) (5) in that it is a governmental organization or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

A brief analysis of each measure follows, including a measure summary and, for statewide measures only, the California Legislative Analyst's estimate of state and local government fiscal impact; for those measures deemed City business, City staff analysis by the appropriate department, existing City policy citation (if any), and, as appropriate, a staff recommendation are also identified.

Staff recommendation options are: Support, Oppose, No Staff Recommendation, or Take No Position. While the meaning of "Support" and "Oppose" recommendations are clear, "No Staff

Recommendation" and "Take No Position" are clarified as follows:

No Staff Recommendation - Consistent with City policy, staff does not provide analysis or make recommendations on measures that do not impact City business as defined in Council Policy 7.4.14, Legislative Advocacy Positions.

Take No Position - Despite a measure's ability to impact City business, Staff may recommend that Council abstain from taking a position. This recommendation to remain neutral on an issue may be made for a variety of reasons (e.g., ballot language is not clear; the pros and cons of the business impact cancel each other out; etc.). The reason for recommending this position will be explained as part of the staff analysis.

State and Local Ballot Measures Deemed City Business

Measure C - Sunnyvale School District School Bonds 55% Vote

Summary: The following is the ballot question for Measure C:

To continue critical renovation and modernization of local elementary and middle schools, upgrade schools safety/security, improve access to technology, and ensure accessibility for students with disabilities, shall Sunnyvale School District's measure be adopted authorizing \$214 million in bonds at legal interest rates, raising an average of \$13.2 million annually for approximately 34 years, at a projected rate of \$15 per \$100,000 assessed value, with oversight, accountability, all funds benefiting schools, and no funds for administrator salaries?

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact: N/A

City of Sunnyvale Staff Analysis: This measure is in alignment with Sunnyvale's goal of supporting efforts to improve quality education. Funding from this measure would provide students and teachers with comparable classrooms and facilities. The bond will help provide schools with long-term facility maintenance funds and updated instructional technology. In addition to updating classrooms, maintenance improvements, and modernization of Sunnyvale Middle School, the School District has also committed to improving accessibility for students with disabilities and expanding counseling facilities to support the mental health needs of students.

Existing City Policy: Policy 5.1.1 Goal 5.1E Support efforts to improve the availability and quality of education made available in Sunnyvale.

General Plan Chapter 2 Community Vision Citywide Vision Goals VII: Quality Education: To support and work cooperatively with the educational institutions which serve Sunnyvale so as to provide the opportunity for a quality education for all youth, and life-long learning for all residents.

Staff Recommendation: **Support**

Proposition 1 - Authorizes \$6.38 Billion in Bonds to Build Mental Health Treatment Facilities for Those with Mental Health and Substance Use Challenges; Provides Housing for the Homeless.

Legislative Statute.

Summary: Authorizes \$6.38 billion in state general obligation bonds for mental health and substance use treatment and residential care facilities (\$4.4 billion) and supportive housing for veterans and individuals with behavioral health challenges who are experiencing homelessness (\$2 billion).

Amends Mental Health Services Act to: Allow funding to be used to treat substance use disorders (instead of only mental health disorders); Re-allocate funding for Full Service Partnerships (FSP) programs, other behavioral health services (e.g., early intervention), and housing programs; Require annual audits of programs; Restructures current funding, which serves all ages and a wide range of conditions, in order to target a subset of this population with severe behavioral health conditions; Renames the program as the Behavioral Health Services Act.

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact: Shift roughly \$140 million annually of existing tax revenue for mental health, drug, and alcohol treatment from counties to the state. Increased state costs to repay bonds of about \$310 million annually for 30 years. These bond funds would be used to build (1) more places where people can get mental health care and drug or alcohol treatment and (2) more housing for people with mental health, drug, or alcohol challenges.

City of Sunnyvale Staff Analysis: Proposition 1 would give \$2 billion to the state program that gives money to local governments to turn hotels, motels, and other buildings into housing and construct new housing. Local governments would get either grants or loans from the state. The housing added by the measure would be for people who are (1) experiencing homelessness or at risk of becoming homeless and (2) have mental health, drug, or alcohol challenges. These funds will NOT be administered by the City, but they can support financing the development of new supportive housing for homeless people living with serious mental health conditions. Any new development of this type of housing would likely require additional funding support by the City through local housing funds as State funding amounts would not likely be significant enough to cover development and/or operating costs. While new funding sources for development of affordable housing are welcomed by the City, there is concern about movement of existing funding from a local level to the State level and impacts are to be determined.

Existing City Policy:

GOAL HE-1 Adequate Housing

Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

Policy HE-5.6 Participate in the County Collaborative on Affordable Housing and Homeless Issues to provide a continuum of care of services and facilities for the homeless. Support local service providers that offer facilities and support services to homeless individuals and families, and persons at risk of homelessness.

Staff Recommendation: **Take No Position**

FISCAL IMPACT

As required by state law, no public funds have been or will be used to campaign for or against any of these measures and therefore there is no fiscal impact to this report.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

ALTERNATIVES

1. Adopt the following staff-recommended positions on the ballot measures deemed City business, including any items where staff recommends Council remain neutral (take no position).

SUPPORT - Measure C - Sunnyvale School District School Bonds 55% Vote

TAKE NO POSITION - Proposition 1 - Authorizes \$6.38 Billion in Bonds to Build Mental Health Treatment Facilities for Those With Mental Health and Substance Use Challenges; Provides Housing for the Homeless. Legislative Statute.

2. Adopt alternative positions on the ballot measures.
3. Other action as directed by Council.

STAFF RECOMMENDATION

Alternative 1:

Adopt the following staff-recommended positions on the ballot measures deemed City business, including any items where staff recommends Council remain neutral (take no position).

SUPPORT - Measure C - Sunnyvale School District School Bonds 55% Vote

TAKE NO POSITION - Proposition 1 - Authorizes \$6.38 Billion in Bonds to Build Mental Health Treatment Facilities for Those With Mental Health and Substance Use Challenges; Provides Housing for the Homeless. Legislative Statute.

Prepared by: Michelle Zahraie, Senior Management Analyst

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Prop 1 Legislative Analyst's Office Report
2. March 2024 List of Local Measures



PROPOSITION 1

Authorizes \$6.38 Billion in Bonds to Build Mental Health Treatment Facilities for Those With Mental Health and Substance Use Challenges; Provides Housing for the Homeless. Legislative Statute.

ANALYSIS OF MEASURE

OVERVIEW

Proposition 1 has two major components related to providing mental health care and drug or alcohol treatment to people and addressing homelessness. The proposition:

- Changes the Mental Health Services Act that was passed by voters in 2004, with a focus on how the money from the act can be used.
- Approves a \$6.4 billion bond to build (1) more places for mental health care and drug or alcohol treatment and (2) more housing for people with mental health, drug, or alcohol challenges.

MENTAL HEALTH SERVICES ACT

Background

Counties Provide Mental Health Care and Drug or Alcohol Treatment to Certain People.

Counties receive money to provide mental health care and drug or alcohol treatment. Counties generally provide these services to people with low incomes and severe mental illnesses.

A Tax on People With High Incomes Helps to Pay for County Mental Health Services.

Counties receive roughly \$10 billion to \$13 billion per year in statewide taxes and federal money to provide mental health care and drug or alcohol treatment. Roughly one-third of the money counties receive to provide mental health services comes from a tax on people with high incomes. This tax has been collected since 2005, after California voters approved Proposition 63, also known as the Mental Health Services Act (MHSA). The act taxes people with incomes over \$1 million per year and requires that the money collected from the tax be used for mental health services. The tax typically raises between \$2 billion and \$3.5 billion each year (annually).

Under MHSA, Counties Have Some Choices About How to Provide Services. Nearly all the money from the tax—at least 95 percent—goes directly to counties, which use it for mental

health services. The rest of the money goes to the state to support mental health programs. Counties can only spend the MHSA money on certain types of services, but have flexibility in how to provide those services. The services include treatment for people with mental illness and prevention programs for people who may develop a mental illness. While counties can spend MHSA money on treatment for drugs and alcohol, the people receiving treatment must also have a mental illness.

Proposal

No Changes to Tax. Proposition 1 does not change the tax on people with incomes over \$1 million per year.

State Gets Larger Share of Tax. As shown in Figure 1, Proposition 1 increases the share of the MHSA tax that the state gets for mental health programs. The proposition also requires the state to spend a dedicated amount of its MHSA money on increasing the number of mental health care workers and preventing mental illness and drug or alcohol addiction across communities. Because the state would receive a larger share of the tax, counties would receive a somewhat smaller share.

Figure 1

Use of MHSA Tax Money

	Current Law	Proposition 1
State programs	5% or less	10% or less
County programs	95% or more	90% or more

MHSA = Mental Health Services Act.

Changes to How Counties Provide Services. Proposition 1 requires that counties spend more of their MHSA money on housing and personalized support services like employment assistance and education. While counties currently can use MHSA money to pay for these types of services, they are not required under MHSA to spend a particular amount on them now. Counties would continue to provide other mental health services under the proposition, but less MHSA money would be available to them for these other mental health services. Examples of other mental health services include treatment, responding to people in a mental health crisis, and outreach to people who may need mental health care or drug or alcohol treatment. How much counties would spend on different services would depend on future decisions by the counties and the state. The proposition also allows counties to use MHSA money on treatment for drugs and alcohol for people without a mental illness.

\$6.4 BILLION BOND

Background

California Does Not Have Enough Places Where People Can Get Mental Health Care and Drug or Alcohol Treatment. People receive mental health care and drug or alcohol treatment in different types of places based in part on their need. California does not have enough places where people can get this care and treatment. This shortage means that many people wait for care or do not receive care at the right type of place. To address the shortage, places for treatment in

California would need to be able to see over 10,000 more people at any one time than is possible today.

State Program Provides Money to Build More Places for Mental Health Care and Drug or Alcohol Treatment. The state budget recently included about \$2 billion to build more places for mental health care and drug or alcohol treatment. The program gives grants to local governments, tribes, nonprofits, and companies. About 75 percent of this grant funding has been awarded so far. Many of these places are now being built. Examples of the types of places that are being built by this program include: (1) places where people can stay for a short amount of time in order to receive treatment for drugs or alcohol; (2) places where people can stay while they transition from intensive mental health care to lower levels of care; and (3) places where people receive the most intensive treatment and care, such as psychiatric hospitals. This program will address less than half of the statewide shortage of places for mental health care and drug or alcohol treatment. Currently, no additional state funds for this purpose are planned.

Many People in California Experience Homelessness. The high cost of housing in California means many people cannot afford housing. As of January 2022, there were 171,500 people who were experiencing homelessness in California. Of this total, 10,400 were veterans.

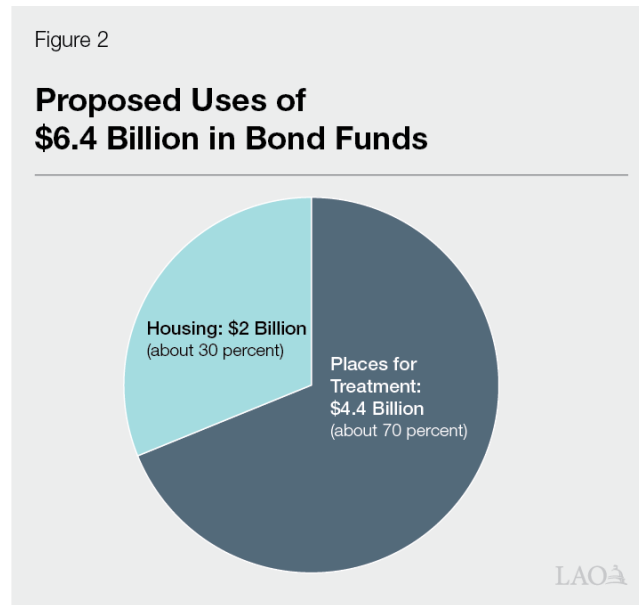
State Program Provides Money to Turn Hotels, Motels, and Other Buildings Into Housing. The state has many programs that build housing for Californians experiencing homelessness or those with low incomes. One such state program gives grants to local governments and tribes for various purposes, including to turn hotels, motels, and other buildings into housing and construct new housing. Recent state budgets have given \$3.7 billion to this program.

Proposal

New Bonds to Build More Places for Mental Health and Drug or Alcohol Treatment and More Housing. Proposition 1 allows the state to sell \$6.4 billion in new bonds. Bonds are a way that the state borrows money and then repays the money plus interest over time. For more information about bonds, see “Overview of State Bond Debt” later in this guide.

Use of Funds. Figure 2 shows how the bond funding would be used.

- ***Places for Mental Health Care and Drug or Alcohol Treatment.*** Proposition 1 would give up to \$4.4 billion to the state program that builds more places for mental health care and drug or alcohol treatment. The types of places that would be built with bond funds would depend on future decisions by the state. Proposition 1 would require at least \$1.5 billion of the \$4.4 billion to go to local governments and tribes.
- ***Housing.*** Proposition 1 would give \$2 billion to the state program that gives money to local governments to turn hotels, motels, and other buildings into housing and construct new housing. Local governments would get either grants or loans from the state. The housing added by the measure would be for people who are (1) experiencing homelessness or at risk of becoming homeless and (2) have mental health, drug, or alcohol challenges. Just over half of the \$2 billion would be set aside for veterans.



FISCAL EFFECTS

MHSA

More MHSA Money to the State, Less to Counties. There would be no changes to the MHSA tax, but the money would be used differently. The proposition shifts roughly \$140 million annually of MHSA money from the counties to the state. This amount would be higher or lower depending on the total amount of MHSA money collected annually.

Possible Increased Costs to Counties to Continue Current Programs. Counties would provide more housing and personalized support services, but would have less MHSA money for other mental health services. This means counties may need to use other county, state, or federal money to keep current service levels.

Bond

Increased State Costs of \$310 Million Annually for 30 Years to Repay the Bond. We estimate the cost to repay the bond would be **about \$310 million annually over a 30-year period**. Payments would be made from the state General Fund. (The General Fund is the account the state uses to pay for most public services, including education, health care, and prisons.) This would be less than one-half of 1 percent of state General Fund revenue. Since the state has to pay interest on the money it borrows, the total cost of the bond would be about 10 percent more expensive than if the state paid in cash.

Funding for Local Governments. Local governments and tribes would receive grants and loans funded by the bond to build more places for mental health care and drug or alcohol treatment and more housing for people with mental health, drug, or alcohol challenges. These governments would have to pay for some of the costs to operate these places and housing.

How Would the Bond Impact the Shortage of Places for Mental Health and Drug or Alcohol Treatment? The state government estimates that the bond would build places for 6,800 people to receive mental health care and drug or alcohol treatment at any one time. While the

measure would build a lot of new treatment places, there may still be some need for new places after the bond funds are spent.

How Would the Bond Impact Homelessness? The state government estimates the bond would build up to 4,350 housing units, with 2,350 set aside for veterans. The bond would provide housing to over 20 percent of veterans experiencing homelessness. The number of housing units built by the bond would reduce statewide homelessness by only a small amount.

YES/NO STATEMENT

A **YES** vote on this measure means: Counties would need to change some of the mental health care and drug or alcohol treatment services provided currently to focus more on housing and personalized support services. The state could borrow up to \$6.4 billion to build (1) more places where people could get mental health care and drug or alcohol treatment and (2) more housing for people with mental health, drug, or alcohol challenges.

A **NO** vote on this measure means: Counties would not need to change the mental health care and drug or alcohol treatment services provided currently. The state could not borrow up to \$6.4 billion to build more places where people could get mental health care and drug or alcohol treatment and more housing for people with mental health, drug, or alcohol challenges.

SUMMARY OF LEGISLATIVE ANALYST'S ESTIMATE OF NET STATE AND LOCAL GOVERNMENT FISCAL IMPACT

- Shift roughly \$140 million annually of existing tax revenue for mental health, drug, and alcohol treatment from counties to the state.
- Increased state costs to repay bonds of about \$310 million annually for 30 years. These bond funds would be used to build (1) more places where people can get mental health care and drug or alcohol treatment and (2) more housing for people with mental health, drug, or alcohol challenges.

State Bond Cost Estimate

Amount borrowed	\$6.4 billion
Average repayment cost	\$310 million per year over 30 years
Source of repayment	General tax revenue

BALLOT LABEL

Fiscal Impact: Shift roughly \$140 million annually of existing tax revenue for mental health, drug, and alcohol treatment from counties to the state. Increased state bond repayment costs of \$310 million annually for 30 years.

March 5, 2024 Presidential Primary Election

LIST OF LOCAL MEASURES

The deadline for jurisdictions to file a resolution with our office, placing a measure question on the March 5, 2024 Presidential Primary Election ballot, is December 8, 2023, at 5:00 p.m. Measure letters will be assigned to those resolutions received after the 5:00 p.m. deadline.

Arguments For or Against a County, School or Special District measure are filed with the Office of the Registrar of Voters. Arguments and their submission process must comply with all rules.

The deadlines for filing arguments for a County, School or Special District measure on the March 5, 2024 Presidential Primary Election ballot are as follows:

Primary Arguments in Favor of or Against a Measure
December 12, 2023, at 5:00 p.m.

Rebuttal Arguments to Arguments in Favor of and Against a Measure and Impartial Analyses
December 19, 2023, at 5:00 p.m.

Refer to the last page of this document for information on City measures.

The following jurisdictions have submitted a resolution to place a measure on the March 5, 2024 Presidential Primary Election ballot:

**City of Santa Clara
Measure A**

Charter Amendment (Appointed City Clerk)
Majority

Shall an amendment to the City Charter providing that the City Clerk position be appointed by the City Manager be adopted?

Yes
No

**City of Santa Clara
Measure B**

Charter Amendment (Appointed Chief of Police)
Majority

Shall an amendment to the City Charter providing that the Chief of Police position be appointed by the City Manager be adopted?

Yes
No

Sunnyvale School District
Measure C
School Bonds
55% Vote

To continue critical renovation and modernization of local elementary and middle schools, upgrade schools safety/security, improve access to technology, and ensure accessibility for students with disabilities, shall Sunnyvale School District's measure be adopted authorizing \$214 million in bonds at legal interest rates, raising an average of \$13.2 million annually for approximately 34 years, at a projected rate of \$15 per \$100,000 assessed value, with oversight, accountability, all funds benefiting schools, and no funds for administrator salaries?

Bonds – Yes
Bonds – No

Arguments in Favor of or Against a City measure are filed with each respective City Clerk's Office.

Contact the City Clerk for City measures for the jurisdiction placing the measure on the ballot and for the City's filing deadlines and other important information.

CAMPBELL

Andrea Sanders
City Clerk
70 N. First St.
Campbell, CA 95008
(408) 866-2117

TOWN OF LOS GATOS

Wendy Wood
Town Clerk
110 E. Main St.
Los Gatos, CA 95030
(408) 354-6888

PALO ALTO

Mahealani Ahyun
Interim City Clerk
250 Hamilton Ave. 7th Fl.
Palo Alto, CA 94301
(650) 329-2379

CUPERTINO

Kirsten Squarcia
City Clerk
10300 Torre Ave.
Cupertino, CA 95014
(408) 777-3225

MILPITAS

Suzanne Guzzetta
City Clerk
455 E. Calaveras Blvd.
Milpitas, CA 95035
(408) 586-3001

SAN JOSÉ

Toni Taber
City Clerk
200 E. Santa Clara St. 14th Fl.
San José, CA 95113
(408) 535-1260

GILROY

Thai Nam Pham
City Clerk
7351 Rosanna St.
Gilroy, CA 95020
(408) 846-0204

MONTE SERENO

Gloisy Gonzalez-Langarica
City Clerk
18041 Saratoga/Los Gatos Rd.
Monte Sereno, CA 95030
(408) 354-7635

SANTA CLARA

Hosam Haggag
City Clerk
1500 Warburton Ave.
Santa Clara, CA 95050
(408) 615-2220

LOS ALTOS

Melissa Thurman
City Clerk
1 N. San Antonio Rd.
Los Altos, CA 94022
(650) 947-2610

MORGAN HILL

Michelle Bigelow
City Clerk
17575 Peak Ave.
Morgan Hill, CA 95037
(408) 310-4678

SARATOGA

Britt Avrit
City Clerk
13777 Fruitvale Ave.
Saratoga, CA 95070
(408) 868-1294

TOWN OF LOS ALTOS HILLS

Deborah Padovan
City Clerk
26379 Fremont Rd.
Los Altos Hills, CA 94022
(650) 947-2513

MOUNTAIN VIEW

Heather Glaser
City Clerk
500 Castro St.
Mountain View, CA 94041
(650) 903-6304

SUNNYVALE

David Carnahan
City Clerk
456 W. Olive Avenue, 4th Fl.
Sunnyvale, CA 94086
(408) 730-7483



City of Sunnyvale

Agenda Item

24-0230

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase the Salary Range for the Director of NOVA Workforce Services

BACKGROUND

Unclassified department directors (pay plan category F) are at-will employees, appointed by the City Manager. They are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Instead, the City Manager makes recommendations to the City Council regarding such changes on behalf of this employee group. The exception is the Director of NOVA Workforce Services who has a separate salary range due to the salary cap of the federal Workforce Innovation and Opportunity Act (WIOA) guidelines. Based on the updated federal salary cap, this report proposes increasing the NOVA Director annual salary range from the current maximum of \$212,100 to a new maximum rate of \$221,900, with the minimum 20% below the maximum.

EXISTING POLICY

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, Consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

Although NOVA Workforce Services is a City Department, it is a nonprofit, federally funded agency that provides workforce development services to a consortium of eight jurisdictions, composed of the County of San Mateo, and the Santa Clara County cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara, and Sunnyvale.

Since NOVA is a federally funded program, its positions are subject to a separate salary range determined by Workforce Innovation and Opportunity Act (WIOA) guidelines. The City's salary table is updated as changes are implemented by the federal government salary schedules. The City is proposing to update the maximum salary for the Director of NOVA Workforce Services to the new federal cap of \$221,900 and set the minimum salary on the City's salary table at 20% below the maximum, or \$184,917, effective February 4, 2024.

FISCAL IMPACT

The salary for the Director of NOVA Workforce Services is fully funded by grants and is included in the City's budget.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Adopt a Resolution amending the City's Salary Resolution and Schedule of Pay to increase the Salary Range for the Director of NOVA Workforce Services.
2. Do not adopt a Resolution amending the City's Salary Resolution and Schedule of Pay to increase the Salary Range for the Director of NOVA Workforce Services.
3. Provide alternative direction to staff.

RECOMMENDATION

Alternative 1: Adopt a Resolution amending the City's Salary Resolution and Schedule of Pay to increase the Salary Range for the Director of NOVA Workforce Services.

Prepared by: Tina Murphy, Director, Human Resources
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution

DRAFT 1/16/2024 *MCT*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING THE CITY'S SALARY
RESOLUTION AND SCHEDULE OF PAY TO INCREASE
THE SALARY RANGE FOR THE DIRECTOR OF
EMPLOYMENT DEVELOPMENT (NOVA WORKFORCE
SERVICES)**

WHEREAS City's Director of Employment Development (i.e., NOVA Workforce Services) has a separate salary range, established by the federal government based on a salary cap set by the Workforce Investment Act (WIA) guidelines that apply to NOVA. The City proposes to amend the City's salary schedule to align with the most recent increase to the federal salary maximum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 1151-22 is hereby amended by modifying the salary schedule to read as attached in Exhibit A.
2. All other provisions of Resolution No. 1151-22 shall remain in full force and effect.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on February 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
(SEAL)

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

REBECCA L. MOON
Interim City Attorney

EXHIBIT A

Regular			Casual/Temporary					Hourly Pay Rates						Annual Range		Effective Date
Job Code	Unit	Pay Cat.	Job Code	Unit	Pay Cat.	Job Title	Range / Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
0140	Mgmt-DIR	F	9084	TEMP	n/a	Director of NOVA	22ED1							184,917	221,900	2/4/24



City of Sunnyvale

Agenda Item

24-0282

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution and Approve an Amendment to Housing Assistance Agreement for City Manager Kent Steffens Extending the Home Loan Repayment Term

BACKGROUND

The City has a long-standing Executive Mortgage Assistance Program currently available to Council appointed officers, department directors, Assistant City Manager, and Deputy City Manager. The program was established in 1981 by Council Resolution Number 256-81. The program was amended in 1988, 1989, 1996, 2015, and 2019 by Council Resolution Numbers 226-88, 125-89, 160-96, 712-15, and 933-19.

Given the high cost of housing in Sunnyvale, the program was enacted to enhance the City's ability to recruit and retain top quality executives, as well as encourage executives to live within Sunnyvale City limits.

The Program offers a loan for purchase of residential property within the City of Sunnyvale for the employee's principal place of residence. The loans are conditioned on future performance of substantial service by the employee and are due and the program requires the employee to repay the loan in full upon sale or transfer of the property, within six months of either the termination for any reason of the employee's employment with the City or termination of the use of the property as the principal residence of the employee, whichever occurs first, or (if applicable) within one year of the date of employee's death or disability retirement.

This Report to Council has been prepared as previously directed by Council to approve an extension of the repayment terms in the existing home loan purchase agreement for City Manager Kent Steffens.

EXISTING POLICY

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies to assure that City services are provided in an effective, efficient, and high quality manner.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

City Manager Kent Steffens was hired by the City of Sunnyvale on August 1, 2011. City Manager Steffens purchased a home in 2012 under the current terms of the Executive Mortgage Assistance Program. Consistent with the terms of the Program, Steffens' housing assistance agreement currently requires him repay his home loan within six months of separation.

The City Council reviewed and approved increases to the City Manager's compensation in December 2023 following his annual performance evaluation. As part of those negotiations, Steffens requested an extension to the repayment terms for his existing home loan as a potential longevity incentive. At the December 12, 2023, City Council meeting, City Council approved amendments to City Manager Kent Steffens' Employment Agreement for compensation, including a provision to amend Steffens' Housing Assistance Agreement. To implement an extension to the repayment provisions in that agreement, the Council needs to approve an exception to the existing Mortgage Assistance Program, which requires a six month repayment term, as well as an amendment to the Housing Assistance Agreement with Steffens, which contains the same six-month repayment requirements.

The proposed extension is that Steffens' loan repayment would be extended from six (6) months to the number of months equal to the number of his full years of service with the City, based on his original hire date of August 1, 2011. For example:

Separation Date Between:	Repayment Date:
8/1/2023- 7/31/2024	12 months from separation
8/1/2024- 7/31/2025	13 months from separation
8/1/2025- 7/31/2026	14 months from separation
8/1/2026- 7/31/2027	15 months from separation

Consistent with existing policy, repayment within six months will still be required if he ceases to use the home as his primary residence, or within one year in the event of death or disability retirement.

Finance Department staff manually tracks payments and collections for separated employees who had a home loan agreement with the City. Due to the nature of this tracking, for administrative ease Council may wish to consider placing a maximum number of months for repayment to be made.

FISCAL IMPACT

The loan is secured by the purchased home, and interest is paid on the mortgage. Given the mortgage rate is below the market rate that the City can obtain on investments, there is a small fiscal impact from extending the repayment of the agreement. However, the budget does not include an assumption on the timing of repayment, therefore there is no budgetary impact from granting a loan modification.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Adopt a Resolution and approve an Amendment to Housing Assistance Agreement for City Manager Kent Steffens extending the home loan repayment term from six (6) months to the number of months equal to the number of his full years of service.
2. Adopt a Resolution and approve an Amendment to Housing Assistance Agreement for City Manager Kent Steffens extending the home loan repayment term from six (6) months to the number of months equal to the number of his full years of service, not to exceed a maximum number of months determined by Council.
3. Provide alternative direction to staff.

STAFF RECOMMENDATION

Staff makes no recommendation. This report is developed to facilitate conversation for the public hearing and action by the City Council.

Prepared by: Tina Murphy, Director, Human Resources
Reviewed by: Tim Kirby, Director, Department of Finance
Approved by: Sarah Johnson-Rios, Assistant City Manager

ATTACHMENTS

1. Resolution No. 712-15
2. Draft Resolution Approving Extension of Repayment Terms to the Home Loan Purchase Agreement for City Manager Kent Steffens
3. Draft Amendment to Housing Assistance Agreement

RESOLUTION NO. 712-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING AND RESTATING THE POLICY FOR THE PROVISION OF HOUSING ASSISTANCE TO NEWLY APPOINTED CHARTER OFFICERS AND DEPARTMENT DIRECTORS AND REPEALING RESOLUTION NOS. 256-81, 226-88, 125-89, AND 160-96

WHEREAS, the recruitment and hiring of top quality high level management employees is essential to the efficient operation of the government of the City of Sunnyvale; and

WHEREAS, housing costs, the relative unavailability of new housing, and current housing financing conditions in the San Francisco Bay Area, and particularly in the City of Sunnyvale and adjacent cities, continue to be a significant disincentive to persons relocating to this area and an obstacle to the recruitment and hiring of top quality personnel; and

WHEREAS, these conditions are not only an obstacle to recruiting and hiring qualified employees, but also tend to discourage those employees from living in the City of Sunnyvale; and

WHEREAS, the City Council believes that the interests of the City of Sunnyvale would be best served by encouraging new Council appointed officers and department directors to live in Sunnyvale to ensure their ready availability and familiarity with the Community; and

WHEREAS, the City regularly invests its funds in a variety of financial securities are varying earning rates, some of which may be below current mortgage rates; and

WHEREAS, a portion of the City's reserves may be utilized to accomplish the intent of the City Council to promote the recruitment and hiring of the best available personnel and to encourage those employees to live in the City of Sunnyvale and still produce substantially equivalent investment income; and

WHEREAS, the City Council approved policy guidelines to provide interim financing assistance in appropriate cases to newly appointed City Council appointees and department directors to assist those employees in purchasing a residence within the City of Sunnyvale for the provision of housing assistance in 1981, and amended those guidelines in 1988, 1989 and 1996; and

WHEREAS, in order to continue to promote the objectives described in this resolution and update the previously approved policy guidelines, the City Council desires to amend and restate its housing assistance policy to accommodate changing market conditions and hiring needs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

SECTION 1. The City Council finds that the recruitment and hiring of personnel to fill the positions of Council appointed officers and department directors is of key importance to the functioning of the City government, that it is in the interest of the City to encourage such officers to live within the corporate boundaries of the City of Sunnyvale, that the provision of housing assistance may, in certain cases, enhance the ability to accomplish these purposes, and that housing assistance can be provided without significantly affecting the financial status of the City.

SECTION 2. The City Council hereby declares that it is the policy of the City, in appropriate cases, to assist newly appointed Council appointed officers and department directors to reside within the City of Sunnyvale by making available, as an additional benefit of employment, a secured loan of City funds to acquire local housing when necessary to secure service. The need for housing assistance shall be reviewed on an individual basis and shall not be available as a matter of right to any newly appointed employee. In addition, the terms of any loan offered pursuant to this policy shall be negotiated based upon the individual circumstances surrounding the appointment of each employee, provided that the loan terms are consistent with the provisions of this resolution.

SECTION 3. Loans made pursuant to this policy shall be available only upon the following terms and conditions, and any consistent terms and conditions deemed reasonable by the City:

- (a) Eligible Positions. Newly hired Council appointed officers, department directors, and assistant city managers are eligible for housing loans under this program.
- (b) Employment Agreement Required. Loans shall be a benefit of employment in consideration for a new employee's services, documented in a separate written agreement entered into at or near the time of initial appointment. Employees offered housing loans must purchase housing within the first twenty four (24) months of the employment start date or shall be ineligible to receive a housing loan under this program.
- (c) Loan Amount. Loans shall not exceed an amount equal to ten times the employee's annual salary control point at the time of employment. The limit in this section is a maximum amount.
- (d) General Loan Requirements. Loans offered pursuant to this program shall be available only under all of the following conditions:
 - (i) The loan is solely for purchase of residential property within the City of Sunnyvale;
 - (ii) The new home is, in fact, used as the principal residence of the employee;
 - (iii) Loans are conditioned on future performance of substantial service by the employee and shall be due and payable in full upon sale or transfer of the property by the employee and within six months of either the termination for any reason of the employee's employment with the City or termination of the use of the property as the principal residence of the employee,

whichever occurs first. If the employee should retire on disability or die during the period of the loan, the loan shall be due and payable in full within one year of the date of disability or death.

- (iv) Loans shall not be assignable or transferrable.
- (e) Tax Treatment of Loans. Housing loans provided under this program shall comply with Internal Revenue Service regulations (including but not limited to 26 U.S.C. §217 and Temp. Treas. Reg. §1.7872-5T), as may be amended from time to time. Employees are strongly encouraged to seek advice from their own tax professional regarding loans issued pursuant to this policy.
 - (1) Tax Exempt Loans. Employees who meet the following criteria may be eligible for a tax-exempt employee relocation loan pursuant to IRS rules:
 - (i) The loan is a demand loan or a term loan with non-transferable interest benefits, and is conditioned on the future performance of substantial services by the employee.
 - (ii) The employee's new principal place of work must be at least 50 miles farther from his/her former residence than was his/her former principal place of work, or, if he/she had no former principal place of work, is at least 50 miles from his/her former residence.
 - (iii) The employee certifies that he /she reasonably expects to be entitled to and will itemize deductions for each year the loan is outstanding.
 - (iv) The loan proceeds must be used only to purchase the new "principal residence" of the employee as defined by the IRS.
 - (2) Taxable Loans. Employees who do not meet the criteria for tax-exempt employee relocation loans may receive mortgage assistance loans with the imputed interest considered taxable compensation and reported on the employee's W-2 and 1098-INT forms with any interest paid.
- (f) Loan Security. Loans shall be secured to the satisfaction of a committee composed of the City Manager, City Attorney, and Director of Finance and evidenced by a promissory note secured by a Deed of Trust.
- (g) Interest Rate. Loans shall have either a variable interest rate or a fixed interest rate. If the interest rate is fixed, the rate shall be the 11th District cost of funds prevailing prior to making the loan. If the interest rate is variable, the initial interest rate shall be the 11th District cost of funds prevailing prior to making the loan. The interest rate on variable interest rate loans shall be adjusted annually based upon changes in the 11th district cost of funds existing on the anniversary date of the loan; provided that any annual adjustment, whether increase or decrease, shall not exceed one half of one percent in any single year; and proved further that no adjusted rate shall vary from the initial interest rate by more than four percent. In no event shall any loan, whether at fixed or variable interest rate,

exceed ninety five percent (95%) of the appraised value the property as determined by a City-selected appraiser, or be for a term exceeding 45 years.

- (h) Refinance Requirements. If at any time during the term of a loan, commercial or other applicable financing becomes available at or below the interest rate applicable to the City loan, the employee shall refinance and retire the City loan.
- (i) Source of Loan Funding. Loans shall only be made from City funds which would otherwise be available and invested in financial securities with varying rates of return.
- (j) Interest Rate Discount Deferral. The employee may be permitted up to a two percent (2%) discount from the otherwise applicable interest rate for one period not exceeding five years. However, the total interest rate considering the base rate and discount for any loan authorized pursuant to this program shall not be less than two percent (2%). At the conclusion of the discount deferral period, the interest rate shall revert to the original rate from which the discount was taken. If this discount is utilized, at the time the loan is due and payable or when the employee elects to pay the loan through refinancing or otherwise, the employee shall pay the City, in addition to any other amounts due, an amount equivalent to the interest which would have been payable to the City if the interest rate discount had not been granted.
- (k) Closing Costs. As an additional benefit, the City may pay or reimburse the employee for specified closing costs incurred by the employee for purchase of the residence for which the loan is granted. Costs that may be covered by the City are document preparation, document recording fees, notary fees and escrow fees. The City shall not be responsible for any costs allocated to seller in the purchase agreement and the employee shall be responsible for all other costs, charges and fees related to or required for closing. No costs associated with the sale of the home may be covered under this benefit.


SECTION 4. In hiring and appointing department directors, the City Manager is authorized to act in accordance with the policy described in this resolution as necessary to fulfill recruitment and hiring needs for those positions. The City Manager is authorized to determine in each case whether to offer housing assistance as an element of compensation and the terms of any assistance provided. Any loan shall be consistent with the provisions of Section 3 of this resolution, however, the City Manager may impose additional and/or more restrictive conditions than those in Sections 3.

SECTION 5. Resolution Nos. 156-81, 226-88, 125-89 and 160-96 are hereby repealed. This repeal shall in no way affect the validity or terms and conditions of any transaction undertaken pursuant to those resolutions except to the extent provided in loan agreements executed prior to the adoption of this resolution.

Adopted by the City Council at a regular meeting held on July 28, 2015, by the following vote:

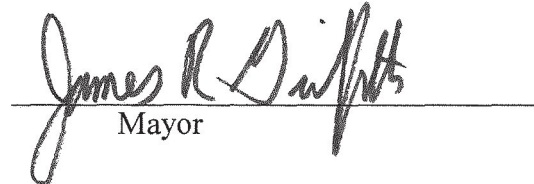
AYES: GRIFFITH, MARTIN-MILIUS, DAVIS, WHITTUM, HENDRICKS, LARSSON
NOES: MEYERING
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE

ATTEST:



City Clerk
(SEAL)

APPROVED:



Mayor

APPROVED AS TO FORM:



Melissa C. Tronquet, Assistant City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE APPROVING AN EXCEPTION TO THE
SIX MONTH HOME LOAN PROGRAM REPAYMENT
REQUIREMENT TO ALLOW AN EXTENDED
REPAYMENT TERM FOR THE CITY MANAGER BASED
ON HIS YEARS OF SERVICE TO THE CITY**

WHEREAS, the City of Sunnyvale City has a long-standing Executive Mortgage Assistance Program (most recently updated and restated in Resolution No. 933-19; the “Program”) available to Council appointed officers, department directors, and Assistant and Deputy City Managers. The Program was enacted to enhance the City’s ability to hire and retain top quality executives, as well as encourage executives to live within Sunnyvale corporate limits; and

WHEREAS, the current City Manager, Kent Steffens, was hired as the City’s Public Works Director on August 1, 2011, later promoted to Assistant City Manager, and appointed by the City Council as City Manager in January 2018; and

WHEREAS, in 2012 Steffens exercised his rights under the Program and purchased a residence within Sunnyvale City limits with a loan from the City which remains in good standing; and

WHEREAS, pursuant to the terms of the existing Executive Mortgage Assistance Program and his Housing Assistance Agreement, Steffens will be required to repay the loan to the City within 6 months of separation from employment or when the residence ceases to be used as his primary residence, or within 1 year of the date of his death or retirement for disability; and

WHEREAS, in discussing compensation with the Council, Steffens requested an extension to the repayment term on his separation of employment based on his years of service with the City; and

WHEREAS, the City Council is amenable to such an extension in the interest of retention, as an incentive for Steffens to continue serving as City Manager

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
SUNNYVALE THAT:**

1. Notwithstanding any other provision of the City of Sunnyvale Executive Mortgage Assistance Program, the time for the current City Manager, Kent Steffens, to repay the Loan following his separation from employment shall be extended from six months to the number months equal to the number of Steffens’ full years of service with the City, based on his

original hire date of August 1, 2011. Staff is directed to work with the Mayor to amend Steffens' Housing Assistance Agreement to reflect this change.

2. Except as documented in this resolution and the amendment to Steffens' housing assistance agreement, the Executive Mortgage Assistance Program (Resolution No. 933-19) shall remain unchanged.

Adopted by the City Council at a regular meeting held on February 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
(SEAL)

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

REBECCA L. MOON
Interim City Attorney

AMENDMENT ONE TO HOUSING ASSISTANCE AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND KENT STEFFENS

THIS FIRST AMENDMENT TO THE HOUSING ASSISTANCE AGREEMENT is entered into this ____ day of ____ 2024, by THE CITY COUNCIL OF THE CITY OF SUNNYVALE ("City Council") and KENT STEFFENS ("Employee").

WHEREAS, on June 28, 2012, the City Council and Employee entered into a Housing Assistance Agreement (the "Agreement") that provided for a home loan to Employee consistent with the terms of City's Executive Mortgage Assistance Program (the "Program"), which loan has remained in good standing for the duration of his employment; and

WHEREAS, since the parties entered into the Agreement, Employee has been promoted from Public Works Director to Assistant City Manager and City Manager in 2018, and as City Manager, Employee now negotiates directly with the City Council regarding his compensation; and

WHEREAS, in December 2023, the City Council approved certain changes and increases to Employee's compensation, including the option to amend terms of Employee's Housing Assistance Agreement; and

WHEREAS, on February 6, 2024, the City Council approved a resolution creating an exception to the Program's six-month repayment requirement for Employee, allowing a longer repayment period for Employee's loan.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 3(F) (Loan due on sale, on employment termination) is hereby amended to read as follows:

F. Loan due on sale, on employment termination. The loan and the benefits of the terms of the loan shall not be transferred or assumed and are conditioned on the future continued performance of substantial services by Steffens. The loan obtained by Steffens, in accordance with this Agreement, shall become due and payable upon sale or other transfer of the purchased residence in whole or in part. In this respect, Steffens acknowledges the holding in *Wellenkamp v. Bank of America* (1978) 21 Cal.3d 943 (a copy of which is attached hereto as Exhibit "B"); and agrees that this loan shall not be assumable by any subsequent buyer, in that it is negotiated as a part of Steffens's compensation in connection with Steffens assuming the position of Public Works Director; that the payroll deduction provisions for loan repayment act as security for the benefit of the

City; and that the general aspects of Steffens's relationship with the City indicate that the loan is fashioned for Steffens alone.

Further, it is agreed that the loan shall be payable in full at the earliest occurrence of the following scenarios:

- (a) From the date of Steffens' separation from employment, the number of months equal to the number of his full years of service with the City based on his original hire date of August 1, 2011. For example:

Separation Date Between:	Repayment Date:
8/1/2023- 7/31/2024	12 months from separation
8/1/2024- 7/31/2025	13 months from separation
8/1/2025- 7/31/2026	14 months from separation
8/1/2026- 7/31/2027	15 months from separation

or;

- (b) Within six (6) months from the date of termination of the use of the subject property as the principal residence of Steffens; or
- (c) Within one year of the date of Steffens' retirement for disability or his death.

4. All the terms and conditions of the Agreement not specifically modified by this Amendment remain in full force and effect.

WITNESS THE EXECUTION HEREOF, on the day and year first written above.

CITY OF SUNNYVALE

By _____

Mayor

Dated: _____

EMPLOYEE

KENT STEFFENS

Dated: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

SR. ASSISTANT CITY ATTORNEY



City of Sunnyvale

Agenda Item

24-0165

Agenda Date: 2/6/2024

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, February 13, 2024 - City Council

Study Session

24-0106 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Thursday, February 15, 2024 - City Council

Workshop

24-0107 8:30 A.M. SPECIAL COUNCIL MEETING
Study Issues/Budget Proposals Workshop

Tuesday, February 27, 2024 - City Council

Public Hearings/General Business

24-0028 5 P.M. SPECIAL COUNCIL MEETING (Public Hearing)
Silicon Valley Athletics: Appeal of a Determination of the Chief Building
Official to the City Council Pursuant to Sunnyvale Municipal Code Section
16.16.040

Study Session

24-0156 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Study Session on Hate Crime

Public Hearings/General Business

24-0029 Receive information about HomeFirst Outreach Services; Approve an
extension to an existing Agreement in the amount of \$205,000 with
HomeFirst Services of Santa Clara County for Case Management Services
and Shelter Beds for the Unhoused Population in Sunnyvale that includes
Activity and Outcome Measures; and, direct staff to prepare a Request for
Proposals for Outreach Services.

24-0197 Adopt Economic Development Strategy

24-0143 Proposed Project:
Recommendations to the City Council related to the General Plan Update
to:
a. Adopt a Resolution to Amend Chapter 3: Land Use and Transportation
Element (LUTE) to update Figure 3-2 and add clarifications in the Village

Center Section regarding the Commercial Floor Area calculations; and
b. Find the proposed amendments are consistent with the LUTE EIR and
do not require additional environmental review pursuant to CEQA
Guidelines Sections 15183 and 15162.

Planning File Number: PLNG-2023-0840

Environmental Review: The proposed edits are exempt pursuant to CEQA
Guidelines Section 15183 in that the proposed edits are within a
development density established by the existing general plan policies for
which EIRs were previously certified and does not require additional
environmental review. In addition, the proposed edits are exempt pursuant
to CEQA Guidelines Section 15162 as the proposed edits will not require
major revisions of the previous EIR due to the involvement of new
significant environmental effects or a substantial increase in the severity of
previously identified significant effects.

Project Planner: Shaunn Mendrin, 408-730-7431,
smendrin@sunnyvale.ca.gov

24-0108 Board and Commission Appointments

Tuesday, March 19, 2024 - City Council

Study Session

24-0011 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
Climate Action Plan Game Plan 2028

Public Hearings/General Business

24-0019 Evaluate the Minimum Parking Requirements for Residential Uses (Study
Issue CDD 19-07)

Tuesday, March 26, 2024 - City Council

Public Hearings/General Business

24-0026 Discuss Potential State and Regional Grants and Funding Sources to Fund
Shuttle Program and Direct City Manager to Apply for Potential Grants

24-0248 Approve the 2024 Housing Element Annual Progress Report

24-0280 Approve Art in Private Development Project - Hunter Properties/Cityline,
titled Redwood Blue (Phase 2, Artwork 3 of 4)

Tuesday, April 9, 2024 - City Council

Study Session

24-0083 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Civic Center Phase 2: Main Library Project Update

Public Hearings/General Business

24-0027 Agenda Items Pending - to be scheduled

Tuesday, April 23, 2024 - City Council

Study Session

24-0152 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
ITD 20-01: Establish a Formal Smart Cities Initiative and Potential Program
(Study Issue)

Presentation

24-0220 PRESENTATION - Recognition of Winners for the FoodCycle Art Contest

Public Hearings/General Business

24-0030 Consider Request from MidPen Housing for Extension of Housing
Mitigation Fund (HMF) Loan for Carroll Inn

Tuesday, May 7, 2024 - City Council

Study Session

24-0010 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Las Palmas Tennis Center Needs Assessment

24-0177 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
35% Design for Homestead Road, Safe Routes to School Project

Public Hearings/General Business

24-0075 First Quarter General Plan Initiation Requests

24-0229 Public Hearing to Adopt a Resolution Confirming the Annual Report to
Levy and Collect an Annual Assessment for the Downtown Sunnyvale
Business Improvement District (BID) for Fiscal Year 2024/25

Monday, May 13, 2024 - City Council

Study Session

24-0020 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, May 14, 2024 - City Council

Study Session

24-0021 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, May 21, 2024 - City Council

Workshop

24-0234 5 P.M. SPECIAL COUNCIL MEETING (Workshop)
Civic Center Phase 2: Main Library Preferred Concept Selection

Public Hearings/General Business

24-0022 Board and Commission Appointments

24-0290 Public Safety Military Equipment Use Annual Report Pursuant to California
Assembly Bill No. 481

Thursday, May 23, 2024 - City Council

Workshop

24-0023 8:30 A.M. SPECIAL COUNCIL MEETING
Budget Workshop

Tuesday, June 4, 2024 - City Council

Study Session

24-0002 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Tasman Bike and Pedestrian Facilities Study

Special Order of the Day

24-0024 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members

Public Hearings/General Business

24-0262 Annual Review of Proposed Fees and Charges for Fiscal Year 2024/25

24-0263 Annual City Council Public Hearing on FY 2024/25 Budget and Resource
Allocation Plan and Establishment of Appropriations Limit and Sunnyvale
Financing Authority Public Hearing on FY 2024/25 Budget

24-0281 Approve Lakewood Branch Library Art

Tuesday, June 18, 2024 - City Council

Public Hearings/General Business

24-0264 City Council Adoption of the Fiscal Year (FY) 2024/25 Budget, Fee

Schedule and Appropriations Limit, and Sunnyvale Financing Authority
Adoption of the FY 2024/25 Budget

Tuesday, June 25, 2024 - City Council

Public Hearings/General Business

- 24-0246** Proposed Utility Rate Increases for FY 2024/25 Rates for Water, Wastewater, and Solid Waste Utilities for Service Provided to Customers Within and Outside City Boundaries; Finding of California Environmental Quality Act (CEQA) Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273

Tuesday, July 23, 2024 - City Council

Public Hearings/General Business

- 24-0033** Agenda Items Pending - to be scheduled

Tuesday, July 30, 2024 - City Council

Public Hearings/General Business

- 24-0034** Agenda Items Pending - to be scheduled

Monday, August 5, 2024 - City Council

Study Session

- 24-0035** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, August 13, 2024 - City Council

Public Hearings/General Business

- 24-0036** Board and Commission Appointments
- 24-0076** Second Quarter General Plan Initiation Requests

Tuesday, August 27, 2024 - City Council

Special Order of the Day

- 24-0037** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

Public Hearings/General Business

- 24-0038** Agenda Items Pending - to be scheduled

Tuesday, September 10, 2024 - City Council

Public Hearings/General Business

24-0039 Agenda Items Pending - to be scheduled

Tuesday, September 24, 2024 - City Council

Public Hearings/General Business

24-0040 Agenda Items Pending - to be scheduled

Tuesday, October 1, 2024 - City Council

Public Hearings/General Business

24-0257 Adopt Positions on State and Local Ballot Measures for the November 5,
2024 Election

Tuesday, October 15, 2024 - City Council

Public Hearings/General Business

24-0042 Agenda Items Pending - to be scheduled

Tuesday, October 29, 2024 - City Council

Public Hearings/General Business

24-0043 Agenda Items Pending - to be scheduled

Monday, November 4, 2024 - City Council

Study Session

24-0044 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, November 12, 2024 - City Council

Study Session

24-0068 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Joint Meeting of City Council with Board and Commission Chairs and Vice
Chairs to Review and Improve Overall Effectiveness of Commission
Meetings

Public Hearings/General Business

24-0045 Board and Commission Appointments

24-0077 Third Quarter General Plan Initiation Requests

Tuesday, November 19, 2024 - City Council

Special Order of the Day

24-0046 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

Public Hearings/General Business

24-0047 Agenda Items Pending - to be scheduled

Tuesday, December 3, 2024 - City Council

Study Session

24-0048 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor

24-0049 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of 2025 Council Intergovernmental Assignments

Public Hearings/General Business

24-0050 Agenda Items Pending - to be scheduled

Tuesday, December 10, 2024 - City Council

Public Hearings/General Business

24-0052 Agenda Items Pending - to be scheduled

Tuesday, January 7, 2025 - City Council

Special Order of the Day

24-0053 SPECIAL ORDER OF THE DAY - Certification of Election Results for Council Seats

24-0054 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Mayor and Councilmembers

24-0055 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Council-Elect and Mayor-Elect

Public Hearings/General Business

-
- 24-0056** Selection of Vice Mayor for a One-Year Term Effective January 7, 2025
- 24-0057** Determine the 2025 Seating Arrangements for City Council
- 24-0258** Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers Made by Outside Agencies; and Take Action to Modify, Create, or Terminate Council Subcommittees

Tuesday, January 14, 2025 - City Council

Special Order of the Day

- 24-0058** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor
- 24-0059** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

Public Hearings/General Business

- 24-0060** Agenda Items Pending - to be scheduled

Tuesday, January 28, 2025 - City Council

Public Hearings/General Business

- 24-0260** Annual Public Hearing-Discussion of Potential Council Study Issues and Budget Proposals for Calendar Year 2025
- 24-0261** Approve the Proposed 2025 Priority Advocacy Issues and Review Long-term Legislative Advocacy Positions (LAPs)

Thursday, January 30, 2025 - City Council

Workshop

- 24-0062** 8:30 A.M. SPECIAL COUNCIL MEETING
Council Strategic Workshop

Monday, February 3, 2025 - City Council

Study Session

- 24-0063** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, February 4, 2025 - City Council

Public Hearings/General Business

- 24-0078** Fourth Quarter General Plan Initiation Requests

Thursday, February 13, 2025 - City Council

Workshop

24-0065 8:30 A.M. SPECIAL COUNCIL MEETING
Study Issues/Budget Proposals Workshop

Tuesday, February 25, 2025 - City Council

Public Hearings/General Business

24-0066 Board and Commission Appointments

Date to be Determined - City Council

Study Session

23-0793 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Public Facility Impact Fee Study Review

Public Hearings/General Business

23-0765 Low Density Design Standards



City of Sunnyvale

Agenda Item

24-0187

Agenda Date: 2/6/2024

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, January 22, 2024

1:00 PM

Online and Bay Conference Room, City
Hall, 456 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

Chair Wang called the meeting to order at 1:03 p.m.

SALUTE TO THE FLAG

Chair Wang led the salute to the United States flag.

ROLL CALL

Present: 4 - Chair Sharlene Wang
Vice Chair Meena Juttukonda
Board Member Charlsie Chang
Board Member Carter Hu
Absent: 1 - Board Member Rahul Jain

Council Liaison Cisneros (excused absence)

Board Member Jain (excused absence)

PRESENTATION

[24-0237](#) PRESENTATION - Silicon Valley Reads

Librarian, Liliana Pacheco, presented on Silicon Valley Reads. Highlights included: Silicon Valley Reads theme, collaboration, various books included, and various events planned.

[24-0238](#) PRESENTATION - Sustainability Initiatives

Supervising Librarian, Chauancey Dunklee, presented on Sustainability Initiatives. Highlights included: sustainability at the library, sustainable collections, sustainable programs, and partnerships.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Motion: Vice Chair Juttukonda moved and Board Member Hu seconded, approval of the consent calendar as presented. The motion carried by the following vote:

Yes: 4 - Chair Wang
Vice Chair Juttukonda
Board Member Chang
Board Member Hu

No: 0

Absent: 1 - Board Member Jain

1.A [24-0235](#) Approve the Board of Library Trustees Meeting Minutes of December 4, 2023

Approve the Board of Library Trustees Meeting Minutes of December 4, 2023 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

[24-0252](#) Rank 2024 Study Issues

Motion: Board Member Chang moved and Vice Chair Juttukonda seconded, the motion to rank the study issue. The motion carried by the following vote:

Yes: 4 - Chair Wang
Vice Chair Juttukonda
Board Member Chang
Board Member Hu

No: 0

Absent: 1 - Board Member Jain

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

None.

-Staff Comments

Michelle Perera, Library and Recreation Services Director, spoke about events happening at the library: Sunday, Feb. 4 Lunar New Year Event, and Saturday Jan. 27 Super Stem Event. Group4 will be presenting at the March board meeting regarding Civic Center Phase 2 - Main Library.

ADJOURNMENT

Chair Wang adjourned the meeting at 1:40 p.m.



City of Sunnyvale

Agenda Item

24-0188

Agenda Date: 2/6/2024

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Anticipated Completion Date	Notes
9/14/21	Provide to Council a copy of final encroachment permit for the Intuitive Surgical bridge over Kifer.	DPW	Pending	
1/10/23	Provide information on metering at the Community Center and identify if there is a way to separate water usage per facility at this location.	DPW	Jan. 2024	
1/10/23	Incorporate and address Council comments when the final Community Center grounds renovation project design is presented to Council for adoption.	DPW	Mar. 2024	
2/7/23	Murphy Ave. pedestrian mall items for follow up: *Evaluate the crosswalk treatments at Murphy and Evelyn. *Look for more opportunities for bike racks on or near Murphy Ave *Identify options available to make Murphy Ave. more bike friendly *Look for ways to mark the clear pedestrian zone in the center of Murphy Ave. *Provide an update on the plan for Washington when Murphy Ave. is closed to vehicles	DPW	Jan. 2024	
9/26/23	Would like a Council Report on the effectiveness of Artificial Intelligence usage for translation services in City programs and services.	OCM	Jul. 2024	
9/26/23	Provide information on the services with HomeFirst, specifically how many nights do individuals stay at the shelter, information about personal belongings, etc. Identify performance measures for HomeFirst services that provide information criteria for program success.	CDD	Feb. 2024 TCMAC 24-0029	
11/28/23	Study Session on hate crimes in Sunnyvale	DPS	Feb. 2024 TCMAC 24-0156	
12/12/23	What's Next list of projects/new housing related actions for CDD, prioritized and on a timeline	CDD	Jan. 2024	
12/12/23	Scope of parking study issue to come back on Feb. 6th; desire to keep on the books and expand scope if needed	CDD	Mar. 2024 TCMAC 24-0019	
1/9/24	Bring back an agenda item to evaluate ways to pursue SV Hopper shuttle system in Sunnyvale, including potential for grant funding and local match through a budget modification. Evaluate this replacing Study Issue DWP 23-06	DPW	Mar. 2024 TCMAC 24-0026	

New Study Issues and Budget Proposals Sponsored by Council

Study Issue/ Budget Proposal	Date Requested	RTC #	Study Issue/Budget Proposal Topic	Requested By	Dept
SI	7/25/23	24-0114	Feasibility for City to Take Over Private Infrastructure That May be Dedicated to the City in the Moffett Park Specific Plan Area	Melton , Mehlinger, Cisneros, Din, Sell, Srinivasan, Klein	DPW
SI	12/12/23	24-0105	Explore the Feasibility of Converting the PG&E Lots Facing Ramona Avenue, Lois Avenue, and/or Dona Avenue into an open green space linear park for the community	Sell , Din, Mehlinger, Cisneros, Melton, Srinivasan, Klein	DPW
BP	1/9/24	24-0245	Increase Staffing Levels for the Department of Public Safety Traffic Safety Unit	Melton , Mehlinger, Srinivasan, Cisneros, Din, Sell, Klein	DPS
BP	1/9/24	24-0232	Increase Staffing Levels to Support Year-Round Implementation of the Department of Public Safety Burglary Suppression Detail (BSD) Unit	Melton , Din, Srinivasan, Klein, Mehlinger, Sell, Cisneros	DPS
SI	1/9/24	24-0247	Evaluate Vehicle Abatement Program Service Delivery and Explore Ways to Improve Service	Melton , Din	DPS
BP	1/23/24	24-0274	Red Curb Paint Program	Mehlinger , Klein, Srinivasan, Melton, Cisneros	DPW
SI	1/23/24	24-0289	Sunnyvale Gateway Program	Melton , Klein, Cisneros, Srinivasan, Din, Sell, Mehlinger	DPW
SI	1/23/24	24-0294	North Sunnyvale Quality-of-Life Improvement Master Plan	Din , Mehlinger, Melton, Klein, Cisneros, Mehlinger, Sell	OCM

New Study Issues and Budget Proposals Sponsored by Council

Study Issue/ Budget Proposal	Date Requested	RTC #	Study Issue/Budget Proposal Topic	Requested By	Dept
SI	1/23/24	24-0275	Improving Pedestrian and Bicycle Safety Near Intersections and Crosswalks at Fremont High School and at Homestead High School and other innovative traffic improvements	Sell , Cisneros, Mehlinger, Klein, Srinivasan	DPW
SI	1/23/24	24-0277	Re-evaluate Sunnyvale's sign ordinance related to public and commercial property	Klein , Melton, Din, Drinivasan, Cisneros, Mehlinger, Sell	CDD
SI	1/23/24	24-0286	Explore the Creation of a Special Needs Awareness Program	Klein , Srinivasan, Din, Sell, Cisneros, Melton, Mehlinger	DPS
SI	1/25/24	24-0287	Improving Innovation and Agility in the Study Issue Process	Mehlinger , Sell, Srinivasan, Cisneros, Melton, Klein, Din	OCM
SI	1/25/24	24-0288	Evaluate a Program to Receive Requests from Residents for Painting Curbs red (In Regards to the AB 103 Vehicles: Stopping, Standing and Parking)	Klein , Mehlinger, Cisneros, Sell, Srinivasan, Melton, Din	DPW



City of Sunnyvale

Agenda Item

24-0278

Agenda Date: 2/6/2024

REPORT TO COUNCIL

SUBJECT

Mayoral Announcement of Mayoral Appointment of Councilmembers to Intergovernmental Assignments (Information Only)

BACKGROUND & DISCUSSION

On December 5, 2023, the City Council held a Study Session to review their intergovernmental (IGR) assignments and stated their interest to continue, withdraw, or make available to other councilmembers for 2024. Councilmembers also expressed interest in serving on other assignments. On January 9, 2024, the City Council held a Public Hearing where they made the annual appointments for 2024.

Pursuant to Council Policy 7.4.12, the authority to appoint Councilmembers to select intergovernmental assignments resides with the Mayor. These appointments are made following the Public Hearing in which Council jointly appoints Councilmembers to the other assignments. The list of Mayoral appointments to intergovernmental assignments, included as Attachment 1, is hereby provided to Council.

EXISTING POLICY

Council Policy 7.4.12, *Council Appointments to Intergovernmental Agencies*

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the NOVA Workforce Services reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

Prepared by: Victoria Ketell, Executive Assistant
Reviewed by: Michelle Zahraie, Sr. Management Analyst
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. 2024 IGR Mayoral Appointment Assignments Form

2024 IGR MAYORAL APPOINTMENT ASSIGNMENTS REVIEW FORM

Current Mayor Appointed Assignments, by Appointee Term Expires Reappoint Reassign (Specify New Councilmember)

Mayor Larry Klein			
Cities Association of Santa Clara County (CASCC) Board of Directors	Dec-23	<input checked="" type="checkbox"/>	
Cities Association of Santa Clara County (CASCC) City Selection Committee	Dec-23	<input checked="" type="checkbox"/>	
Cities Association of Santa Clara County (CASCC) Legislative Action Committee	Dec-23	<input type="checkbox"/>	Alysa Cisneros
Councilmember Linda Sell			
Valley Water Valley Water/City of Sunnyvale Joint Recycled Water Committee	Dec-23	<input checked="" type="checkbox"/>	
Councilmember Alysa Cisneros			
Caltrain Modernization Project Local Policy Maker Group	Dec-23	<input type="checkbox"/>	Richard Mehlinger
Cities Association of Santa Clara County (CASCC) Legislative Action Committee, Alternate	Dec-23	<input type="checkbox"/>	Murali Srinivasan
Councilmember Russ Melton			
Valley Water Valley Water/City of Sunnyvale Joint Recycled Water Committee	Dec-23	<input checked="" type="checkbox"/>	
Councilmember Richard Mehlinger			
Caltrain Modernization Project Local Policy Maker Group, Alternate	Dec-23	<input type="checkbox"/>	Linda Sell
Councilmember Omar Din			
Cities Association of Santa Clara County (CASCC) Board of Directors, Alternate	Dec-23	<input type="checkbox"/>	Murali Srinivasan
Cities Association of Santa Clara County (CASCC) City Selection Committee, Alternate	Dec-23	<input type="checkbox"/>	Murali Srinivasan
VACANT			
Cities Association of Santa Clara County (CASCC) Joint Powers Agency	Dec-23	<input type="checkbox"/>	Larry Klein
Cities Association of Santa Clara County (CASCC) Joint Powers Agency, Alternate	Dec-23	<input type="checkbox"/>	Murali Srinivasan



Mayor Larry Klein

Jan 24, 2024

Date