



# City of Sunnyvale

## Notice and Agenda - Revised City Council

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Tuesday, January 6, 2015

5:45 PM

West Conference Room and Council  
Chambers, City Hall, 456 W. Olive Ave.,  
Sunnyvale, CA 94086

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Study Session 5:45 PM | Regular Meeting- 7 PM

### **5:45 P.M. SPECIAL COUNCIL MEETING (Study Session)**

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

2 Roll Call

3 Public Comment

4 Study Session

[14-0752](#)

School Enrollment Rate and Projections

5 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 (Open to the Public)*

### **SALUTE TO THE FLAG**

### **ROLL CALL**

### **CLOSED SESSION REPORT**

**PUBLIC ANNOUNCEMENTS**

*Each speaker is limited to three minutes for announcements of community events, programs, or recognition.*

**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 submit a speaker card to the City Clerk prior to the start of the meeting or before approval of the consent calendar.*

- 1.A**    [14-1056](#)            Approve City Council Meeting Minutes of December 16, 2014

**Recommendation:** Approve the City Council Meeting Minutes of December 16, 2014 as submitted.

- 1.B**    [14-1139](#)            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.C**    [14-1121](#)            Award of Contracts to Provide Employment and Training Services for NOVA Ready to Work Grant

**Recommendation:** Approve the award of contracts totaling \$3,114,128 to three organizations named in this report to provide Ready to Work Grant services from November 1, 2014 through October 31, 2018.

**PUBLIC COMMENTS**

*This category 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 three minutes per speaker. If your subject is not on this evening's agenda you will be recognized at this time; however, the Brown Act (Open Meeting Law) does not allow action by Councilmembers. If you wish to address the Council, please complete a speaker card and give it to the City Clerk. Individuals are limited to one appearance during this section.*

**PUBLIC HEARINGS/GENERAL BUSINESS**

*If you wish to speak to a public hearings/general business item, please fill out a speaker card and give it to the City Clerk. You will be recognized at the time the item is being considered by Council. 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      [15-0001](#)      Select Vice Mayor for 2015

**Recommendation:** Select a member of the Council to serve as Vice Mayor for the one-year term of calendar year 2015 and until a successor is selected.

- 3      [15-0002](#)      Approve the 2015 City Council Meeting Calendar

**Recommendation:** Approve the 2015 City Council Meeting dates as submitted.

- 4      [15-0003](#)      Annual Public Hearing - Discussion of Potential Council Study Issues and Budget Issues for Calendar Year 2015

**Recommendation:** No action is needed at this time. Councilmembers may request new study issues and/or budget issues be developed for review at the Annual Study Issues/Budget Issues Workshop; a minimum of two Councilmembers is required to sponsor either.

- 5      [15-0004](#)      City Council 2015 Appointments to Intergovernmental and Internal Assignments, Council Subcommittees, and Community Member Appointments

**Recommendation:** Alternatives 1 and 2: 1) Determine appointments to external assignments and ratify appointments by outside agencies; and 2) Determine membership of the 2015 Council Subcommittees.

- 6      [15-0008](#)      Approve the Proposed 2015 Priority Issues and Short and Long-term Legislative Advocacy Positions (LAPs)

**Recommendation:** Alternative 1: Approve the Proposed 2015 Priority Issues and Legislative Advocacy Positions (Attachment 1) and Council Policy Long-term Advocacy Positions as proposed to be amended (Attachment 2).

- 7      [15-0005](#)      2015 Seating Arrangements for City Council

**Recommendation:** Determine the seating arrangements for 2015 in accordance with Council Policy 7.3.11.

**COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**

**NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager

**INFORMATION ONLY REPORTS/ITEMS**

[15-0016](#)      Tentative Council Meeting Agenda Calendar

[15-0019](#)      Information/Action Items

[14-0836](#)      Study Session Summary of December 16, 2014 - Discussion of Upcoming Selection of 2015 Vice Mayor

**ADJOURNMENT**

**NOTICE TO THE PUBLIC**

*The agenda reports to council (RTCs) may be viewed on the City's Web site at [sunnyvale.ca.gov](http://sunnyvale.ca.gov) after 7 p.m. on Thursdays or at the Sunnyvale Public Library, 665 W. Olive Ave. as of Fridays 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 at 603 All America Way, Sunnyvale, California during normal business hours and in the Council Chamber 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.*

*Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.106 ADA Title II).*

**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" document available at [Presentations.inSunnyvale.com](http://Presentations.inSunnyvale.com).*

**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 City Clerk (located to the left of the Council dais). The City Clerk will distribute your items to the Council.*

**Upcoming Meetings**

*Visit [CouncilMeetings.inSunnyvale.com](http://CouncilMeetings.inSunnyvale.com) for upcoming Council meeting information.*

*Visit [BoardsandCommissions.inSunnyvale.com](http://BoardsandCommissions.inSunnyvale.com) for upcoming board and commission meeting information.*

*For a complete schedule of KSUN-15 Council meeting broadcasts, visit [KSUN.insunnyvale.com](http://KSUN.insunnyvale.com).*



# City of Sunnyvale

## Agenda Item

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**14-0752**

**Agenda Date: 1/6/2015**

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School Enrollment Rate and Projections



# City of Sunnyvale

## Agenda Item

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**14-1056**

**Agenda Date: 1/6/2015**

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**SUBJECT**

Approve City Council Meeting Minutes of December 16, 2014

**RECOMMENDATION**

Approve the City Council Meeting Minutes of December 16, 2014 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, December 16, 2014

5:45 PM

Council Chambers and West Conference  
Room, City Hall, 456 W. Olive Ave.,  
Sunnyvale, CA 94086

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Special Meetings- Closed Session-5:45 PM | Study Session-6:45 PM | Regular Meeting-7  
PM

### **7 P.M. COUNCIL MEETING**

#### **CALL TO ORDER**

Mayor Griffith called the meeting to order in Council Chambers.

#### **SALUTE TO THE FLAG**

Mayor Griffith led the salute to the flag.

#### **ROLL CALL**

**Present:** 7 - Mayor Jim Griffith  
Vice Mayor Jim Davis  
Councilmember David Whittum  
Councilmember Pat Meyering  
Councilmember Tara Martin-Milius  
Councilmember Glenn Hendricks  
Councilmember Gustav Larsson

#### **CLOSED SESSION REPORT**

Vice Mayor Davis reported Council met in Closed Session regarding Section 54957: Public Employee Performance Evaluation - City Attorney and 54957.6: Conference with Labor Negotiators, Agency designated representatives: City Council Compensation Subcommittee, Unrepresented Employee: City Attorney; no direction was given, no action was taken.

#### **PUBLIC ANNOUNCEMENTS**

Jeanine Stanek announced upcoming events at the Sunnyvale Historical Museum.

**CONSENT CALENDAR**

Councilmember Meyering requested to pull Items 1.E and 1.H and requested a no vote be recorded on Items 1.A, 1.B and 1.J and an abstention be recorded on Item 1.C.

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to Approve the Consent Calendar with the exception of Items 1.E and 1.H. The motion carried by the following vote:

**Yes: 7 -** Mayor Griffith  
Vice Mayor Davis  
Councilmember Whittum  
Councilmember Meyering  
Councilmember Martin-Milius  
Councilmember Hendricks  
Councilmember Larsson

**No: 0**

**1.A**     [14-0986](#)     Approve City Council Meeting Minutes of December 9, 2014

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to approve the City Council Meeting Minutes of December 9, 2014 as submitted. The motion carried by the following vote:

**Yes: 6 -** Mayor Griffith  
Vice Mayor Davis  
Councilmember Whittum  
Councilmember Martin-Milius  
Councilmember Hendricks  
Councilmember Larsson

**No: 1 -** Councilmember Meyering

**1.B**     [14-1138](#)     Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to approve the list(s) of claims and bills. The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Davis  
Councilmember Whittum  
Councilmember Martin-Milius  
Councilmember Hendricks  
Councilmember Larsson

**No:** 1 - Councilmember Meyering

- 1.C**     [14-0331](#)     Approve Budget Modification No. 33 to Appropriate \$25,000 Donation from Kilroy Realty Corporation for Tree Planting and Maintenance in a Target Area within the SNAIL Neighborhood

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to approve Budget Modification No. 33 to appropriate a \$25,000 donation from Kilroy Realty Corporation for tree planting and maintenance in a target area within the SNAIL Neighborhood. The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Davis  
Councilmember Whittum  
Councilmember Martin-Milius  
Councilmember Hendricks  
Councilmember Larsson

**No:** 0

**Abstain:** 1 - Councilmember Meyering

- 1.D**     [14-1085](#)     Approve Budget Modification No. 30 to Appropriate \$18,000 of Sourcewise Grant Funds for Care Management Services

Approve Budget Modification No. 30 to appropriate Sourcewise grant funds in the amount of \$18,000 to Project 829640 - Care Management Enhancement.

- 1.E**      [14-1102](#)      Approve Budget Modification No. 31 to Increase the Budgeted Amount to Purchase Water Meters for New Developments

Public hearing opened at 7:09 p.m.

No speakers.

Public hearing closed at 7:09 p.m.

MOTION: Councilmember Meyering moved and Vice Mayor Davis seconded the motion to approve Budget Modification No. 31 to Increase the Current Year Budgeted Amount for the Water Meters for New Development Project by \$191,590. The motion carried by the following vote:

**Yes:** 7 -    Mayor Griffith  
                 Vice Mayor Davis  
                 Councilmember Whittum  
                 Councilmember Meyering  
                 Councilmember Martin-Milius  
                 Councilmember Hendricks  
                 Councilmember Larsson

**No:** 0

- 1.F**      [14-1104](#)      Award of Contract for Management of the Sunnyvale Government Access and Public Access Channels (F15-05)

1) Award a three year contract to Mountain View Community Television, in substantially the same form as the attached Consultant Services Agreement, not to exceed \$195,000, for management of the Sunnyvale government access and public access channels, and 2) Authorize the City Manager to renew the contract for up to two additional years, provided that funding is available and service remains acceptable.

- 1.G**      [14-1105](#)      Award of Contract for Nine Police Interceptor Vehicles (F15-25)

Award a contract in the amount of \$227,827 to Serramonte Ford for nine police Interceptor vehicles in substantially the same form as the attached draft purchase order.

- 1.H**      [14-1018](#)      Award Bid No. PW15-09 for Orchard Gardens Park Expansion and Demolition of Structure at 775 Dona Avenue, Adopt a Resolution to Execute a PG&E Easement, and Approve Budget Modification No. 24; and Related CEQA Actions: Adoption of Mitigated Negative Declaration and Finding of Categorical Exemption

Public hearing opened at 8:07 p.m.

No speakers.

Public hearing closed at 8:07 p.m.

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to adopt a CEQA Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Orchard Gardens Park Expansion Project, 2) Make a finding of CEQA categorical exemption pursuant to Section 15301(l)(4) for demolition of the structure located at 775 Dona Avenue; 2) Adopt a resolution authorizing the City manager or her designee to execute an Easement Deed with PG&E; 3) Award a contract, in substantially the same format as Attachment 4 and in the amount of \$798,400 for the subject project and authorize the City Manager to execute the contract when all the necessary conditions have been met, 4) Approve a 10% construction contingency in the amount of \$79,840; and 5) Approve Budget Modification No. 24 to provide additional funding for the project. The motion carried by the following vote:

**Yes:** 7 - Mayor Griffith  
Vice Mayor Davis  
Councilmember Whittum  
Councilmember Meyering  
Councilmember Martin-Milius  
Councilmember Hendricks  
Councilmember Larsson

**No:** 0

- 1.I**      [14-1077](#)      Adopt a Resolution to Summarily Vacate a Public Utility Easement at 435 Toyama Drive

Adopt the resolution to summarily vacate a public utility easement at 435 Toyama Drive; and to authorize the City Clerk to submit a certified copy of the resolution to the Santa Clara County Recorder's office.

- 1.J**      [14-0145](#)      Adopt Ordinance No. 3051-14 to Amend Chapter 2.08 of Title 2 (Administration and Personnel) of the Sunnyvale Municipal Code to Amend the City Manager's Rejection Authority for Goods and Services Procurements

MOTION: Vice Mayor Davis moved and Councilmember Hendricks seconded the motion to adopt Ordinance No. 3051-15. The motion carried by the following vote:

**Yes:** 6 -    Mayor Griffith  
             Vice Mayor Davis  
             Councilmember Whittum  
             Councilmember Martin-Milius  
             Councilmember Hendricks  
             Councilmember Larsson

**No:** 1 -    Councilmember Meyering

- 1.K**      [14-0199](#)      Adopt Ordinance No. 3052-14 to add a New Section to Chapter 2.09 of Title 2 (Administration and Personnel) of the Sunnyvale Municipal Code to Require the Payment of Prevailing Wages on Public Works Projects

Adopt Ordinance No. 3052-14.

**PUBLIC COMMENTS**

None.

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [14-0286](#)      Approve Design Guidelines for Multi-Family Residential Projects to Address Size, Bulk and Scale; Find that the Project is Exempt Under CEQA Pursuant to Guideline 15061(b)(3). (Study Issue original title: City Policies Governing Housing Density)

Principal Planner Andrew Miner presented the staff report. Director of Community Development Hanson Hom provided additional information.

Councilmember Whittum disclosed he lives within 500 feet of the DSP boundary but has no conflict of interest.

Public Hearing opened at 7:36 p.m.

Jonathan Fearn, Senior Director of Development, SummerHill Apartment Communities, spoke in support of the guidelines.

Public Hearing closed at 7:40 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Martin-Milius seconded the motion to approve Alternatives 1, 2 and 4: 1) Find that the project is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3), 2) Approve design guidelines (Attachment 2) for high density multi family residential and mixed use projects in the R-4, R-5, C-1, C-2 and DSP zoning districts; and 4) Direct staff to return within three years with data collected from upcoming planning applications to further evaluate appropriate zoning tools to address the issue.

AMENDMENT: Councilmember Meyering moved to amend the motion to include a guideline in residential areas of a maximum of 20 bedrooms per acre.  
Motion died due to lack of a second.

The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Davis  
Councilmember Whittum  
Councilmember Martin-Milius  
Councilmember Hendricks  
Councilmember Larsson  
**No:** 1 - Councilmember Meyering

- 3**      [14-0594](#)      Approve a Funding Agreement with the Santa Clara Valley Water District for CEQA Review and Design Costs to Retain a Membrane Bioreactor Option at the Water Pollution Control Plant, Approve an Amendment to an Existing Contract with Carollo Engineers for the Additional Services, and Approve Budget Modification No. 32

Director of Environmental Services John Stufflebean presented the staff report.

Public Hearing opened at 7:54 p.m.

No speakers.

Public Hearing closed at 7:54 p.m.

MOTION: Councilmember Whittum moved and Vice Mayor Davis seconded the motion to approve Alternatives 1, 2, 3 and 4: 1) Authorize the City Manager to execute the MBR Agreement with the Santa Clara Valley Water District, in substantially the same format as Attachment 3 to the report, regarding funding of CEQA review and design costs to retain MBR option at the WPCP; 2) Approve Budget Modification No. 32 to appropriate additional funding of \$618,735 to Capital Project No. 830250 (WPCP Master Plan) as required for the project; 3) Authorize the City Manager to execute an amendment with Carollo Engineers, insubstantially the same format as Attachment 4, in an amount not to exceed \$583,234; and 4) Approve a 15% contract contingency in the amount of \$76,074. The motion carried by the following vote:

**Yes: 7 -**    Mayor Griffith  
                 Vice Mayor Davis  
                 Councilmember Whittum  
                 Councilmember Meyering  
                 Councilmember Martin-Milius  
                 Councilmember Hendricks  
                 Councilmember Larsson

**No: 0**

- 4      [14-0790](#)      Adopt Resolution to Amend the General Plan by Adopting the  
2015-2023 Housing Element  
CEQA Review: Negative Declaration

Housing Officer Suzanne Isé presented the staff report.

Public Hearing opened at 8:02 p.m.

No speakers.

Public Hearing closed at 8:02 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Martin-Milius seconded the motion to approve Alternative 1: a) Adopt the Negative Declaration and b) Adopt a resolution to amend the General Plan by replacing the 2009 Housing Sub Element with the 2015 2023 Housing Element as provided in Attachment 2 to the report. The motion carried by the following vote:

**Yes:** 6 - Mayor Griffith  
Vice Mayor Davis  
Councilmember Whittum  
Councilmember Martin-Milius  
Councilmember Hendricks  
Councilmember Larsson

**No:** 1 - Councilmember Meyering

#### **COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**

Councilmember Whittum reported his attendance VTA Board meeting in which an information item was presented regarding El Camino BRT.

Mayor Griffith reported his appointment to the position of First Vice President of the Cities Association.

#### **NON-AGENDA ITEMS & COMMENTS**

**-Council**

Vice Mayor Davis reported he attended the Tree Lighting Ceremony at Moffett Field.

Councilmember Whittum reported a study issue regarding Tasman sidewalks that he proposed at the last meeting is already in progress.

Councilmember Whittum proposed a study issue regarding weekday school use at Baylands developed areas or on other public property if available.

Vice Mayor Davis and Councilmember Meyering co-sponsored the study issue.

Councilmember Martin-Milius proposed a study issue regarding relocation of the Butcher house, support from the City to widen the fire lane, remove and replace trees and specific issues with the land infrastructure.

Mayor Griffith co-sponsored the issue.

Mayor Griffith reported his attendance at the 100th Anniversary celebration of the Library and complimented staff on response to the storm last week.

**-City Manager**

City Manager Santana reported the local hiring program work plan is included in the agenda packet as an Information Only item.

**INFORMATION ONLY REPORTS/ITEMS**

<a href="#"><u>14-0141</u></a>	Tentative Council Meeting Agenda Calendar
<a href="#"><u>14-1048</u></a>	Information/Action Items
<a href="#"><u>14-1123</u></a>	Timeline for Drafting Local Hiring Program/Ordinance (Information Only)
<a href="#"><u>14-0079</u></a>	Study Session Summary of December 9, 2014 - How the City Council Works Together
<a href="#"><u>14-0514</u></a>	Board/Commission Meeting Minutes

**ADJOURNMENT**

Councilmember Meyering closed the meeting in honor of the memory of Jean Lee.

Mayor Griffith adjourned the meeting at 8:22 p.m.



# City of Sunnyvale

## Agenda Item

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14-1139

Agenda Date: 1/6/2015

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### 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.

List No.	Date	Total Disbursements
742	12/07/14 through 12/13/14	\$2,326,396.37

#### **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.

#### **RECOMMENDATION**

Approve the list(s) of claims and bills.

Prepared by: Pete Gonda, Purchasing Officer  
Reviewed by: Grace K. Leung, Director of Finance  
Reviewed by: Robert A. Walker, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

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

**List of All Claims and Bills Approved for Payment**

For Checks Dated 12/07/14 through 12/13/14

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
100263855	12/10/14	4LEAF INC	J1745A8	Salaries - Contract Personnel	6,757.50		0.00	6,757.50	<b>\$6,757.50</b>
100263856	12/10/14	A T & T	NOV2014	Utilities - Telephone	94.66		0.00	94.66	<b>\$94.66</b>
100263857	12/10/14	AT&T	0601810174	Utilities - Telephone	360.87		0.00	360.87	<b>\$360.87</b>
100263858	12/10/14	AT&T	000005946356	Utilities - Telephone	2,026.93		0.00	2,026.93	<b>\$2,026.93</b>
100263859	12/10/14	ACE FIRE EQUIPMENT & SERVICE CO INC	124413	Inventory Purchase	289.81		0.00	289.81	<b>\$289.81</b>
100263860	12/10/14	ADVANCED CHEMICAL TRANSPORT INC	64275	HazMat Disposal - Hazardous Waste Disposal	2,505.00		0.00	2,505.00	<b>\$2,505.00</b>
100263861	12/10/14	AEGIS ITS INC	12092	Construction Services	25,228.00		0.00	25,228.00	<b>\$79,593.39</b>
			12111	Services Maintain Land Improv	27,460.82		0.00	27,460.82	
			12140	Services Maintain Land Improv	4,548.70		0.00	4,548.70	
			12141	Services Maintain Land Improv	3,063.36		0.00	3,063.36	
			12157	Services Maintain Land Improv	7,456.90		0.00	7,456.90	
			12158	Services Maintain Land Improv	11,835.61		0.00	11,835.61	
100263862	12/10/14	AIR LIQUIDE AMERICA LP	57889766	Inventory Purchase	224.07		0.00	224.07	<b>\$224.07</b>
100263863	12/10/14	AIR LIQUIDE AMERICA SPECIALTY GASES LLC	57960490	Supplies, First Aid	149.58		0.00	149.58	<b>\$149.58</b>
100263864	12/10/14	AIRGAS USA LLC	9033450364	General Supplies	577.29		0.00	577.29	<b>\$577.29</b>
100263865	12/10/14	APPLEONE EMPLOYMENT SERVICES	01-3467787	Contracts/Service Agreements	471.24		0.00	471.24	<b>\$471.24</b>
100263866	12/10/14	APPLIED INDUSTRIAL TECHNOLOGIES	7003761442	Miscellaneous Equipment Parts & Supplies	175.92		0.00	175.92	<b>\$1,214.96</b>
			7003771983	Miscellaneous Equipment Parts & Supplies	176.59		0.00	176.59	
			7003796962	Miscellaneous Equipment Parts & Supplies	533.32		0.00	533.32	
			7003839038	Water/Wastewater Treat Equip	329.13		0.00	329.13	
100263867	12/10/14	ARROWHEAD MOUNTAIN SPRING WATER	14K5727863002	Miscellaneous Services	17.76		0.00	17.76	<b>\$17.76</b>
100263868	12/10/14	BKF ENGINEERS	14110803	Consultants	158.20		0.00	158.20	<b>\$158.20</b>
100263869	12/10/14	BLX GROUP LLC	6125668/120514	Financial Services	2,000.00		0.00	2,000.00	<b>\$4,500.00</b>
			6129825/120514	Financial Services	2,500.00		0.00	2,500.00	
100263870	12/10/14	BSK ASSOCIATES	A425692	General Supplies	760.00		0.00	760.00	<b>\$760.00</b>
100263871	12/10/14	BABBITT BEARING CO	139842	Miscellaneous Equipment Parts & Supplies	380.63		0.00	380.63	<b>\$1,332.82</b>
			139857	Facilities Maint & Repair - Labor	925.00		0.00	925.00	
			139857	Facilities Maint & Repair - Materials	27.19		0.00	27.19	
100263872	12/10/14	BADGER METER INC	1023011A	Water Meters	6,768.72		0.00	6,768.72	<b>\$14,167.76</b>
			1023011B	Inventory Purchase	7,399.04		0.00	7,399.04	
100263873	12/10/14	BAY AREA ENTERTAINMENT NETWORK	120614	Special Events	375.00		0.00	375.00	<b>\$375.00</b>
100263874	12/10/14	BERTRAND FOX & ELLIOT	22232	Legal Services	1,764.39		0.00	1,764.39	<b>\$10,365.07</b>
			22233	Legal Services	8,600.68		0.00	8,600.68	
100263875	12/10/14	BIGGS CARDOSA ASSOC INC	65966	Consultants	19,113.44		0.00	19,113.44	<b>\$19,113.44</b>
100263876	12/10/14	BOUND TREE MEDICAL LLC	81622147	Inventory Purchase	716.45		0.00	716.45	<b>\$716.45</b>
100263877	12/10/14	BUCKLES-SMITH ELECTRIC CO	1420124-00	Miscellaneous Equipment Parts & Supplies	694.24		0.00	694.24	<b>\$1,045.74</b>
			1420136-00	Miscellaneous Equipment Parts & Supplies	255.22		0.00	255.22	
			1420136-01	Miscellaneous Equipment Parts & Supplies	96.28		0.00	96.28	
100263878	12/10/14	BURKE WILLIAMS & SORENSEN LLP	183480	Legal Services	4,450.00		0.00	4,450.00	<b>\$4,450.00</b>
100263879	12/10/14	BUSINESSOL.COM INC	INV-46466	Software Licensing & Support	3,500.00		0.00	3,500.00	<b>\$9,660.00</b>
			INV-46468	Software Licensing & Support	6,160.00		0.00	6,160.00	
100263880	12/10/14	CALCON SYSTEMS INC	34219	Facilities Maint & Repair - Labor	760.00		0.00	760.00	<b>\$809.00</b>
			34219	Facilities Maint & Repair - Materials	49.00		0.00	49.00	
100263881	12/10/14	CALTEST ANALYTICAL LABORATORY	534054	Water Lab Services	1,032.70		0.00	1,032.70	<b>\$1,032.70</b>
100263882	12/10/14	CARBOLINE CO	21181808	Chemicals	207.11		0.00	207.11	<b>\$207.11</b>
100263883	12/10/14	CENTURY GRAPHICS	40488	Clothing, Uniforms & Access	653.94		0.00	653.94	<b>\$653.94</b>

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100263884	12/10/14	CHASE NORLIN	4	Contracts/Service Agreements	11,625.00		0.00	11,625.00	<b>\$11,625.00</b>
100263885	12/10/14	CLEANSOURCE INC	1562324-00	Inventory Purchase	117.89		0.00	117.89	<b>\$117.89</b>
100263886	12/10/14	COAST PERSONNEL SERVICES INC	238402	Contracts/Service Agreements	601.29		0.00	601.29	<b>\$601.29</b>
100263887	12/10/14	CONSOLIDATED PARTS INC	5020668	Electrical Parts & Supplies	510.88		0.00	510.88	<b>\$510.88</b>
100263888	12/10/14	COSCO FIRE PROTECTION INC	1000264711	Electrical Parts & Supplies	357.79		0.00	357.79	<b>\$357.79</b>
100263889	12/10/14	CRIME ALERT MONITORING CENTER INC	411395	Facilities Maint & Repair - Labor	84.00		0.00	84.00	<b>\$84.00</b>
100263890	12/10/14	D W NICHOLSON CORP	13828	Misc Equip Maint & Repair - Labor	20,075.84		0.00	20,075.84	<b>\$20,075.84</b>
100263891	12/10/14	DAPPER TIRE CO INC	41301714	Inventory Purchase	1,546.35		0.00	1,546.35	<b>\$1,546.35</b>
100263892	12/10/14	DU-ALL SAFETY	16365	Occupational Health and Safety Services	3,125.00		0.00	3,125.00	<b>\$7,925.00</b>
			16365	Training and Conferences	4,800.00		0.00	4,800.00	
100263893	12/10/14	EOA INC	SU43-1014	Consultants	13,519.05		0.00	13,519.05	<b>\$13,519.05</b>
100263894	12/10/14	EBSO SUBSCRIPTION SERVICES	0476889	Library Periodicals/Databases	15,231.20		0.00	15,231.20	<b>\$15,231.20</b>
100263895	12/10/14	ECONOMIC DRIVING SCHOOL	100421012	Rec Instructors/Officials	1,615.00		0.00	1,615.00	<b>\$1,615.00</b>
100263896	12/10/14	ED ECKERT	DEC/06/2014	Special Events	500.00		0.00	500.00	<b>\$500.00</b>
100263897	12/10/14	ENNIS PAINT INC	278876	Materials - Land Improve	9,135.02		0.00	9,135.02	<b>\$10,113.78</b>
			279165	Materials - Land Improve	978.76		0.00	978.76	
100263898	12/10/14	ENVIRONMENTAL RESOURCE ASSOC	738992	General Supplies	179.14		0.00	179.14	<b>\$179.14</b>
100263899	12/10/14	FEDERAL EXPRESS CORP	2-845-45652	Mailing & Delivery Services	13.51		0.00	13.51	<b>\$69.29</b>
			2-852-82708	Mailing & Delivery Services	6.02		0.00	6.02	
			2-852-99918	Materials - Land Improve	43.02		0.00	43.02	
			2-852-99918	Mailing & Delivery Services	6.74		0.00	6.74	
100263900	12/10/14	FISHER SCIENTIFIC CO LLC	1482982	General Supplies	293.84		0.00	293.84	<b>\$627.21</b>
			1862816	General Supplies	333.37		0.00	333.37	
100263901	12/10/14	FOOTHILL COLLEGE CENTER FOR TRAINING &	TS15NV03	City Training Program	1,400.00		0.00	1,400.00	<b>\$1,400.00</b>
100263902	12/10/14	FOSTER BROS SECURITY SYSTEMS INC	264120	Miscellaneous Services	16.31		0.00	16.31	<b>\$49.25</b>
			264335	General Supplies	32.94		0.00	32.94	
100263903	12/10/14	FREMONT UNION HIGH SCHOOL DISTRICT	15-193	Professional Services	2,020.33		0.00	2,020.33	<b>\$2,020.33</b>
100263904	12/10/14	GALE/CENGAGE LEARNING	53678391	Library Acquisitions, Books	221.78		0.00	221.78	<b>\$221.78</b>
100263905	12/10/14	GARDENLAND POWER EQUIPMENT	243328	Misc Equip Maint & Repair - Labor	51.99		0.00	51.99	<b>\$429.55</b>
			243328	Misc Equip Maint & Repair - Materials	138.38		0.00	138.38	
			243328	Hand Tools	0.00		0.00	0.00	
			243332	Hand Tools	239.18		0.00	239.18	
100263906	12/10/14	GOLDFARB LIPMAN ATTORNEYS	114014	Legal Services	55.00		0.00	55.00	<b>\$55.00</b>
100263907	12/10/14	GRANITE CONSTRUCTION CO	740944	Materials - Land Improve	165.19		0.00	165.19	<b>\$4,159.49</b>
			741728	Materials - Land Improve	1,878.78		0.00	1,878.78	
			742468	Materials - Land Improve	2,115.52		0.00	2,115.52	
100263908	12/10/14	HACH CO INC	9120444	General Supplies	484.80		0.00	484.80	<b>\$670.07</b>
			9125551	Miscellaneous Equipment Parts & Supplies	185.27		0.00	185.27	
100263909	12/10/14	HDL COREN & CONE	0021041-IN	Financial Services	4,562.50		0.00	4,562.50	<b>\$4,562.50</b>
100263910	12/10/14	HI-TECH OPTICAL INC	609012	Occupational Health and Safety Services	100.00		0.00	100.00	<b>\$400.00</b>
			609073	Occupational Health and Safety Services	100.00		0.00	100.00	
			610583	Occupational Health and Safety Services	200.00		0.00	200.00	
100263911	12/10/14	HINDERLITER DE LLAMAS & ASSOC	0023126-IN	Sales And Use Tax	10,100.52		0.00	10,100.52	<b>\$12,350.52</b>
			0023126-IN	Financial Services	2,250.00		0.00	2,250.00	
100263912	12/10/14	IMPERIAL SPRINKLER SUPPLY	2135955-00	Materials - Land Improve	781.17		0.00	781.17	<b>\$1,120.21</b>
			2141134-00	Materials - Land Improve	291.34		0.00	291.34	
			2144647-00	Hand Tools	47.70		0.00	47.70	

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			2144647-00	Materials - Land Improve	0.00		0.00	0.00	
100263913	12/10/14	INES DESCHAMPS	5288177-6	DED Services/Training - Books	106.47		0.00	106.47	<b>\$106.47</b>
100263914	12/10/14	INFOSEND INC	86201	Mailing & Delivery Services	636.61		0.00	636.61	<b>\$1,937.37</b>
			86202	Postage	1,300.76		0.00	1,300.76	
100263915	12/10/14	INFRASTRUCTURE ENGINEERING CORP	7983	Engineering Services	37,649.74		0.00	37,649.74	<b>\$37,649.74</b>
100263916	12/10/14	INSTRUMENT TECHNOLOGY CORP	10973	Miscellaneous Equipment	5,872.50		0.00	5,872.50	<b>\$5,872.50</b>
100263917	12/10/14	INTERACTIVE DATA PRICING	04393114	Financial Services	110.23		0.00	110.23	<b>\$110.23</b>
100263918	12/10/14	JUAN WANG	0015-1434-3187	DED Services/Training - Support Services	180.00		0.00	180.00	<b>\$180.00</b>
100263919	12/10/14	KIMLEY HORN & ASSOC INC	6239440	Engineering Services	956.00		0.00	956.00	<b>\$3,450.72</b>
			6267945	Consultants	2,494.72		0.00	2,494.72	
100263920	12/10/14	LEIGHTON STONE CORP	1090966	Miscellaneous Equipment Parts & Supplies	486.61		0.00	486.61	<b>\$486.61</b>
100263921	12/10/14	LOMBARDO DIAMOND CORE DRILLING CO INC	02542	Facilities Maint & Repair - Labor	808.00		0.00	808.00	<b>\$808.00</b>
100263922	12/10/14	MALLORY SAFETY & SUPPLY LLC	3895146	Supplies, Safety	714.49		0.00	714.49	<b>\$714.49</b>
100263923	12/10/14	MCMASTER CARR SUPPLY CO	18172212	General Supplies	72.80		0.00	72.80	<b>\$552.48</b>
			18172213	Miscellaneous Equipment Parts & Supplies	479.68		0.00	479.68	
100263924	12/10/14	MELROSE METAL PRODUCTS INC	13218	Miscellaneous Equipment Parts & Supplies	4,110.75		0.00	4,110.75	<b>\$7,274.30</b>
			13233	Miscellaneous Equipment Parts & Supplies	489.38		0.00	489.38	
			13235	Miscellaneous Equipment Parts & Supplies	2,408.82		0.00	2,408.82	
			13237	Miscellaneous Equipment Parts & Supplies	265.35		0.00	265.35	
100263925	12/10/14	MIDWEST TAPE	92368732	Library Acquis, Audio/Visual	2,542.10		0.00	2,542.10	<b>\$5,126.71</b>
			92368733	Library Acquis, Audio/Visual	274.64		0.00	274.64	
			92384112	Library Acquisitions, Books	1,159.57		0.00	1,159.57	
			92384144	Library Acquis, Audio/Visual	1,150.40		0.00	1,150.40	
100263926	12/10/14	NEXTEL COMMUNICATIONS	675452038-117	Utilities - Mobile Phones - City Mobile Phones	90.46		0.00	90.46	<b>\$90.46</b>
100263927	12/10/14	NEXTEL COMMUNICATIONS	703654486-083	Utilities - Mobile Phones - City Mobile Phones	108.48		0.00	108.48	<b>\$108.48</b>
100263928	12/10/14	ON ASSIGNMENT LAB SUPPORT	LAB550010730	Salaries - Contract Personnel	1,296.00		0.00	1,296.00	<b>\$4,635.60</b>
			LAB550010737	Salaries - Contract Personnel	1,638.00		0.00	1,638.00	
			LAB550012564	Salaries - Contract Personnel	1,701.60		0.00	1,701.60	
100263929	12/10/14	OPTO 22	423344	Miscellaneous Equipment Parts & Supplies	903.71		0.00	903.71	<b>\$903.71</b>
100263930	12/10/14	OVERDRIVE INC	0910-192527967	Library Periodicals/Databases	2,203.68		0.00	2,203.68	<b>\$2,203.68</b>
100263931	12/10/14	PAYFLEX SYSTEMS USA INC	000189899	Miscellaneous Payment	646.00		0.00	646.00	<b>\$646.00</b>
100263932	12/10/14	PUMP REPAIR SERVICE CO	036327	Miscellaneous Equipment Parts & Supplies	12,292.01		0.00	12,292.01	<b>\$12,292.01</b>
100263933	12/10/14	PUMP REPAIR SERVICE CO	36133	Misc Equip Maint & Repair - Labor	8,600.00		0.00	8,600.00	<b>\$17,822.00</b>
			36133	Misc Equip Maint & Repair - Materials	9,222.00		0.00	9,222.00	
100263934	12/10/14	PURCHASE POWER	PRINTSHOP062	Inventory Purchase	2,000.00		0.00	2,000.00	<b>\$2,020.47</b>
			PRINTSHOP062	Miscellaneous Services	20.47		0.00	20.47	
100263935	12/10/14	QUALITY ALARM SERVICE	126276	Services Maintain Land Improv	490.00		0.00	490.00	<b>\$1,470.00</b>
			126383	Services Maintain Land Improv	490.00		0.00	490.00	
			126495	Services Maintain Land Improv	490.00		0.00	490.00	
100263936	12/10/14	R & B CO	S1448470.002	Inventory Purchase	18.34		0.34	18.00	<b>\$212.12</b>
			S1451474.001	Inventory Purchase	197.76		3.64	194.12	
100263937	12/10/14	R E P NUT N BOLT GUY	25579	Inventory Purchase	183.64		0.00	183.64	<b>\$183.64</b>
100263938	12/10/14	ROSS RECREATION EQUIPMENT CO INC	95958	Materials - Land Improve	4,434.00		0.00	4,434.00	<b>\$4,434.00</b>
100263939	12/10/14	S&S WELDING INC	54499	Misc Equip Maint & Repair - Labor	220.00		0.00	220.00	<b>\$220.00</b>
100263940	12/10/14	SC FUELS	0206476-IN	Inventory Purchase	80.90		0.00	80.90	<b>\$323.64</b>

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			206476C-CM	Inventory Purchase	-80.90		0.00	-80.90	
			206476R-DM	Inventory Purchase	323.64		0.00	323.64	
100263941	12/10/14	SAN FRANCISCO BAYKEEPER	13-02425HRL-2	Legal Services	4,000.00		0.00	4,000.00	<b>\$4,000.00</b>
100263942	12/10/14	SANTA CLARA COUNTY TAX COLLECTOR	3123999-14/15	Taxes & Licenses - Misc	420.84		0.00	420.84	<b>\$827.44</b>
			3124007-14/15	Taxes & Licenses - Misc	406.60		0.00	406.60	
100263943	12/10/14	SANTA CLARA COUNTY TAX COLLECTOR	3123991-14/15	Taxes & Licenses - Misc	688.16		0.00	688.16	<b>\$5,658.34</b>
			3123996-14/15	Taxes & Licenses - Misc	745.52		0.00	745.52	
			3124004-14/15	Taxes & Licenses - Misc	804.24		0.00	804.24	
			3124006-14/15	Taxes & Licenses - Misc	511.74		0.00	511.74	
			3124010-14/15	Taxes & Licenses - Misc	959.66		0.00	959.66	
			3124011-14/15	Taxes & Licenses - Misc	782.34		0.00	782.34	
			3124015-14/15	Taxes & Licenses - Misc	169.40		0.00	169.40	
			3124020-14/15	Taxes & Licenses - Misc	997.28		0.00	997.28	
100263944	12/10/14	SILICON VALLEY LEADERSHIP GROUP	1718	Contracts/Service Agreements	612.50		0.00	612.50	<b>\$612.50</b>
100263945	12/10/14	SPENCON CONSTRUCTION INC	CRBGTRS2014#05	Construction Services	183,419.07		0.00	183,419.07	<b>\$183,419.07</b>
100263946	12/10/14	STANLEY STEEMER	3761128	Miscellaneous Services	159.00		0.00	159.00	<b>\$159.00</b>
100263947	12/10/14	STATCOMM INC	98308	Facilities Maint & Repair - Labor	1,076.25		0.00	1,076.25	<b>\$1,646.23</b>
			98308	Facilities Maint & Repair - Materials	332.75		0.00	332.75	
			98382	Facilities Maint & Repair - Labor	226.50		0.00	226.50	
			98382	Facilities Maint & Repair - Materials	10.73		0.00	10.73	
100263948	12/10/14	STEVEN C DOLEZAL PHD	SEPT2014	Professional Services	600.00		0.00	600.00	<b>\$600.00</b>
100263949	12/10/14	SUNNYVALE BUILDING MAINTENANCE	97319	Professional Services	724.92		0.00	724.92	<b>\$724.92</b>
100263950	12/10/14	TARGET SPECIALTY PRODUCTS INC	1713830	Materials - Land Improve	39.15		0.00	39.15	<b>\$168.66</b>
			1714162	Materials - Land Improve	129.51		0.00	129.51	
100263951	12/10/14	TRI DIM FILTER CORP	1559340-1	Bldg Maint Matls & Supplies	511.69		0.00	511.69	<b>\$511.69</b>
100263952	12/10/14	US SECURITY ASSOC INC	828954	Professional Services	450.00		0.00	450.00	<b>\$650.00</b>
			828963	Services Maintain Land Improv	200.00		0.00	200.00	
100263953	12/10/14	UNITED SITE SERVICES INC	114-2478969	Equipment Rental/Lease	327.18		0.00	327.18	<b>\$327.18</b>
100263954	12/10/14	UNIVERSAL SITE SERVICES INC	INV140019851	Services Maintain Land Improv	695.00		0.00	695.00	<b>\$1,773.00</b>
			INV140019852	Services Maintain Land Improv	565.00		0.00	565.00	
			INV140019853	Services Maintain Land Improv	513.00		0.00	513.00	
100263955	12/10/14	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56276	DED Services/Training - Training	572.50		0.00	572.50	<b>\$4,015.00</b>
			56536	DED Services/Training - Training	3,442.50		0.00	3,442.50	
100263956	12/10/14	VWR INTERNATIONAL LLC	8059653010	General Supplies	26.62		0.00	26.62	<b>\$26.62</b>
100263957	12/10/14	VERMEER PACIFIC	P50933	Parts, Vehicles & Motor Equip	218.35		0.00	218.35	<b>\$218.35</b>
100263958	12/10/14	WEST COAST COATING CONSULTANTS LLC	1296-2	Consultants	1,687.50		0.00	1,687.50	<b>\$1,687.50</b>
100263959	12/10/14	WESTERN STATES OIL	272479	Fuel, Oil & Lubricants	971.74		0.00	971.74	<b>\$1,306.91</b>
			272501	Fuel, Oil & Lubricants	335.17		0.00	335.17	
100263960	12/10/14	WILSEY HAM	9522	Consultants	5,353.00		0.00	5,353.00	<b>\$5,353.00</b>
100263961	12/10/14	ZALCO LABORATORIES	1411050	Miscellaneous Services	355.00		0.00	355.00	<b>\$355.00</b>
100263962	12/10/14	WAITER.COM INC	E1204830639	Food Products	87.00		0.00	87.00	<b>\$87.00</b>
100263963	12/10/14	CITY OF MILPITAS	04/13-15/2015	Training and Conferences	600.00		0.00	600.00	<b>\$600.00</b>
100263964	12/10/14	PACIFIC GAS & ELECTRIC CO	00328522411114	Utilities - Electric	11.06		0.00	11.06	<b>\$12,358.39</b>
			00697062301114	Utilities - Electric	11.05		0.00	11.05	
			03958470701114	Utilities - Electric	3,635.60		0.00	3,635.60	
			24528699501114	Utilities - Electric	9.52		0.00	9.52	
			25900730021114	Utilities - Electric	67.29		0.00	67.29	
			36207655911114	Utilities - Electric	81.63		0.00	81.63	

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			43357992721114	Utilities - Electric	11.12		0.00	11.12	
			45039216731114	Utilities - Electric	12.61		0.00	12.61	
			53350770051114	Fuel, Oil & Lubricants	434.69		0.00	434.69	
			63004478111114	Utilities - Electric	69.56		0.00	69.56	
			65170651531114	Utilities - Electric	1,788.78		0.00	1,788.78	
			81703231611114	Utilities - Electric	15.92		0.00	15.92	
			91290311061114	Utilities - Electric	53.56		0.00	53.56	
			94639783771114	Utilities - Electric	31.88		0.00	31.88	
			96226804091114	Utilities - Electric	1,398.42		0.00	1,398.42	
			97322830181114	Utilities - Electric	46.08		0.00	46.08	
			97322834741114	Utilities - Electric	13.21		0.00	13.21	
			SVVT1362021014	Utilities - Electric	4,666.41		0.00	4,666.41	
100263966	12/10/14	PINE CONE LUMBER CO INC	567452	Materials - Land Improve	89.77		0.00	89.77	<b>\$151.08</b>
			567476	Materials - Land Improve	61.31		0.00	61.31	
100263967	12/10/14	SANTA CLARA COUNTY FIRE DEPT	TOKI2/23-28/14	Training and Conferences	295.00		0.00	295.00	<b>\$295.00</b>
100263968	12/10/14	STATE WATER RESOURCES CONTROL BOARD	WD-0104317	Taxes & Licenses - Misc	116,111.00		0.00	116,111.00	<b>\$116,111.00</b>
100263969	12/10/14	STATE WATER RESOURCES CONTROL BOARD	WD-0102909	Taxes & Licenses - Misc	36,416.00		0.00	36,416.00	<b>\$36,416.00</b>
100263970	12/10/14	SUNNYVALE WINDUSTRIAL CO INC	634216 03	Miscellaneous Equipment Parts & Supplies	117.37		0.00	117.37	<b>\$2,616.39</b>
			634225 03	Miscellaneous Equipment Parts & Supplies	2,499.02		0.00	2,499.02	
100263971	12/10/14	SYSTEMS FOR PUBLIC SAFETY	CHETCUTI030215	Training and Conferences	163.00		0.00	163.00	<b>\$163.00</b>
100263972	12/10/14	BERKEL & COMPANY	11508615	Deposits Payable - Hydrant Meter	2,262.00		0.00	2,262.00	<b>\$2,224.65</b>
			11508615	Water Sales - Metered	-37.35		0.00	-37.35	
100263973	12/10/14	CLARE LEE	257958	Refund Recreation Fees	36.00		0.00	36.00	<b>\$36.00</b>
100263974	12/10/14	MEDIANET SYSTEMS INC	8000008980	Deposits Payable - Facility Rental	334.00		0.00	334.00	<b>\$334.00</b>
100263975	12/10/14	SUJATHA SANTHANAM	257948	Refund Recreation Fees	221.00		0.00	221.00	<b>\$221.00</b>
100263976	12/10/14	SUSAN PERRILLOUX	163133-4454	Refund Utility Account Credit	102.59		0.00	102.59	<b>\$102.59</b>
100263977	12/10/14	PAN PAN SUN	CR14-5009	Return of Seized, Forfeiture or Found Funds	900.00		0.00	900.00	<b>\$900.00</b>
100263978	12/12/14	3M	UM24555	Library Periodicals/Databases	336.23		0.00	336.23	<b>\$336.23</b>
100263979	12/12/14	3M TRAFFIC SAFETY SYSTEMS DIVISION	TP12571	Materials - Land Improve	1,672.04		0.00	1,672.04	<b>\$1,672.04</b>
100263980	12/12/14	AT&T	000005936774	Utilities - Telephone	18,659.56		0.00	18,659.56	<b>\$18,659.56</b>
100263981	12/12/14	AD CLUB	271135	Advertising Services	1,555.00		0.00	1,555.00	<b>\$1,555.00</b>
100263982	12/12/14	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1410063	Software As a Service	1,323.08		0.00	1,323.08	<b>\$1,323.08</b>
100263983	12/12/14	APPLEONE EMPLOYMENT SERVICES	01-3421848	Contracts/Service Agreements	897.60		0.00	897.60	<b>\$1,739.10</b>
			01-3459575	Contracts/Service Agreements	841.50		0.00	841.50	
100263984	12/12/14	AVAYA INC	2733314838	Comm Equip Maintain & Repair - Labor 1	6,332.99		0.00	6,332.99	<b>\$6,332.99</b>
100263985	12/12/14	BADGER METER INC	1023010	Water Meters	10,242.88		0.00	10,242.88	<b>\$10,242.88</b>
100263986	12/12/14	BAKER & TAYLOR	5008549993	Library Acquisitions, Books	870.31		0.00	870.31	<b>\$870.31</b>
100263987	12/12/14	BANK OF SACRAMENTO	ANAEROBC123#11	Construction Project Contract Retainage	13,813.53		0.00	13,813.53	<b>\$13,813.53</b>
100263988	12/12/14	BIBLIOTHECA ITG LLC	SI0007602-US	Misc Equip Maint & Repair - Labor	48,939.34		0.00	48,939.34	<b>\$48,939.34</b>
100263989	12/12/14	BIGGS CARDOSA ASSOC INC	65963	Consultants	41,879.49		0.00	41,879.49	<b>\$41,879.49</b>
100263990	12/12/14	CALIFORNIA DEPT OF GENERAL SERVICES	1406459	Utilities - Gas	21,844.98		0.00	21,844.98	<b>\$21,844.98</b>
100263991	12/12/14	CALLANDER ASSOC	14063001	Consulting Services	4,490.00		0.00	4,490.00	<b>\$4,490.00</b>
100263992	12/12/14	CLEANSOURCE INC	1557437-00	General Supplies	203.27		0.00	203.27	<b>\$203.27</b>
100263993	12/12/14	COMCAST	12/7/14-1/6/15	Miscellaneous Services	69.14		0.00	69.14	<b>\$69.14</b>
100263994	12/12/14	COMMUNITY HEALTH CHARITIES OF	PR201449	Employee Payroll Contributions	288.00		0.00	288.00	<b>\$288.00</b>

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		CALIFORNIA							
100263995	12/12/14	CORIX WATER PRODUCTS (US) INC	1741330730	Water Backflow Valves	247.96		0.00	247.96	<b>\$247.96</b>
100263996	12/12/14	CROP PRODUCTION SERVICES INC	25877501	Materials - Land Improve	219.46		0.00	219.46	<b>\$2,664.03</b>
			25877546	Materials - Land Improve	2,444.57		0.00	2,444.57	
100263997	12/12/14	CU SOLUTIONS INC	0204	Miscellaneous Services	1,700.00		0.00	1,700.00	<b>\$1,700.00</b>
100263998	12/12/14	DAVES MOBILE CRANE SERVICE	3997	Construction Services	2,375.00		0.00	2,375.00	<b>\$2,375.00</b>
100263999	12/12/14	DEPARTMENT OF JUSTICE	066384	Pre-Employment Testing	608.00		0.00	608.00	<b>\$1,339.00</b>
			068992	Contracts/Service Agreements	731.00		0.00	731.00	
100264000	12/12/14	DU-ALL SAFETY	16503	Occupational Health and Safety Services	2,500.00		0.00	2,500.00	<b>\$2,625.00</b>
			16504	Training and Conferences	125.00		0.00	125.00	
100264001	12/12/14	EARTH SHARE OF CALIFORNIA	PR201449	Employee Payroll Contributions	177.00		0.00	177.00	<b>\$177.00</b>
100264002	12/12/14	EVOQUA WATER TECHNOLOGIES LLC	901950791	Miscellaneous Services	156.00		0.00	156.00	<b>\$156.00</b>
100264003	12/12/14	FEDERAL EXPRESS CORP	2-852-28681	Mailing & Delivery Services	6.13		0.00	6.13	<b>\$29.04</b>
			2-859-68430	Mailing & Delivery Services	6.13		0.00	6.13	
			2-860-03027	Postage	5.29		0.00	5.29	
			2-860-88806	Mailing & Delivery Services	11.49		0.00	11.49	
100264004	12/12/14	FISHER SCIENTIFIC CO LLC	8431986	General Supplies	124.39		0.00	124.39	<b>\$124.39</b>
100264005	12/12/14	GRM INFORMATION MANAGEMENT SERVICES	0062492	Records Related Services	1,450.17		0.00	1,450.17	<b>\$3,081.23</b>
			0063820	Records Related Services	1,631.06		0.00	1,631.06	
100264006	12/12/14	GLOBAL ACCESS INC	13295	Software Licensing & Support	237.52		0.00	237.52	<b>\$237.52</b>
100264007	12/12/14	GLOBAL KNOWLEDGE TRAINING LLC	C6UJ9A02ZUCN	Training and Conferences	5,442.50		0.00	5,442.50	<b>\$5,442.50</b>
100264008	12/12/14	GRANITE CONSTRUCTION CO	743100	Materials - Land Improve	716.34		0.00	716.34	<b>\$2,452.77</b>
			743609	Materials - Land Improve	545.82		0.00	545.82	
			744570	Materials - Land Improve	363.12		0.00	363.12	
			744740	Materials - Land Improve	781.05		0.00	781.05	
			746354	Materials - Land Improve	46.44		0.00	46.44	
100264009	12/12/14	GRANITEROCK CO	863795	Materials - Land Improve	904.79		0.00	904.79	<b>\$904.79</b>
100264010	12/12/14	GRAYBAR ELECTRIC CO INC	976106184	General Supplies	220.23		0.00	220.23	<b>\$382.21</b>
			976141970	Comm Equip Maintain & Repair - Materials 2	161.98		0.00	161.98	
100264011	12/12/14	GREENESPORT ASSN	COL112514W	Rec Instructors/Officials	300.00		0.00	300.00	<b>\$675.00</b>
			SUN112514	Rec Instructors/Officials	375.00		0.00	375.00	
100264012	12/12/14	HI-TECH OPTICAL INC	601036	Benefits and Incentives - Prescription Safety Glasses	178.50		0.00	178.50	<b>\$453.50</b>
			606666	Benefits and Incentives - Prescription Safety Glasses	157.00		0.00	157.00	
			609960	Benefits and Incentives - Prescription Safety Glasses	118.00		0.00	118.00	
100264013	12/12/14	HORIZON DISTRIBUTORS INC	1Y156467	Materials - Land Improve	20,494.93		0.00	20,494.93	<b>\$20,494.93</b>
100264014	12/12/14	HUMANE SOCIETY SILICON VALLEY	76486	Contracts/Service Agreements	17,008.20		0.00	17,008.20	<b>\$17,008.20</b>
100264015	12/12/14	INDEPENDENT ELECTRIC SUPPLY INC	S102106133.001	Electrical Parts & Supplies	565.66		0.00	565.66	<b>\$571.17</b>
			S102109361.001	Electrical Parts & Supplies	5.51		0.00	5.51	
100264016	12/12/14	JIM RUIZ	CASE# 14-8640	Investigation Expense	250.00		0.00	250.00	<b>\$250.00</b>
100264017	12/12/14	KELLY MOORE PAINT CO INC	820-247585	Materials - Land Improve	30.38		0.00	30.38	<b>\$30.38</b>
100264018	12/12/14	KENNEDY JENKS CONSULTANTS	88124	HazMat Disposal - Hazardous Waste Disposal	900.11		0.00	900.11	<b>\$900.11</b>
100264019	12/12/14	KOHLWEISS AUTO PARTS INC	01NZ7610	Inventory Purchase	81.50		1.63	79.87	<b>\$79.87</b>

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100264020	12/12/14	KUTAK ROCK LLP	2012607	Legal Services	1,970.00		0.00	1,970.00	<b>\$1,970.00</b>
100264021	12/12/14	LEXISNEXIS RISK DATA MANAGEMENT INC	1409790-141130	Financial Services	130.00		0.00	130.00	<b>\$130.00</b>
100264022	12/12/14	MOUNTAIN VIEW GARDEN CENTER	74176	Materials - Land Improve	32.57		0.00	32.57	<b>\$332.28</b>
			74193	Materials - Land Improve	32.57		0.00	32.57	
			74368	Materials - Land Improve	73.68		0.00	73.68	
			74434	Materials - Land Improve	96.73		0.00	96.73	
			74462	Materials - Land Improve	96.73		0.00	96.73	
100264023	12/12/14	MUSSON THEATRICAL INC	00388416	Miscellaneous Equipment	190.31		0.00	190.31	<b>\$190.31</b>
100264024	12/12/14	NI GOVERNMENT SERVICES INC	4110942498	Miscellaneous Services	77.45		0.00	77.45	<b>\$77.45</b>
100264025	12/12/14	P&R PAPER SUPPLY CO INC	30012605-00	Inventory Purchase	30.60		0.00	30.60	<b>\$305.45</b>
			30012605-01	Inventory Purchase	20.40		0.00	20.40	
			30012959-00	Inventory Purchase	572.87		0.00	572.87	
			30014136-00	Inventory Purchase	-505.81		0.00	-505.81	
			30017857-00	Inventory Purchase	187.39		0.00	187.39	
100264026	12/12/14	PAYFLEX SYSTEMS USA INC	PR201449	Employee Payroll Contributions	11,324.04		0.00	11,324.04	<b>\$11,324.04</b>
100264027	12/12/14	PATSONS MEDIA GROUP	171400	Printing & Related Services	810.19		0.00	810.19	<b>\$2,544.28</b>
			171403	Printing & Related Services	114.19		0.00	114.19	
			171413	Printing & Related Services	478.50		0.00	478.50	
			171563	Printing & Related Services	1,141.40		0.00	1,141.40	
100264028	12/12/14	PENINSULA BATTERY INC	110135	Inventory Purchase	108.32		0.00	108.32	<b>\$108.32</b>
100264029	12/12/14	PINE CONE LUMBER CO INC	568199	Materials - Land Improve	38.61		0.00	38.61	<b>\$38.61</b>
100264030	12/12/14	POLLARDWATER.COM	0000459	Water Backflow Valves	0.00		0.00	0.00	<b>\$1,553.18</b>
			0000459	Miscellaneous Equipment Parts & Supplies	490.61		0.00	490.61	
			0002280	Water Backflow Valves	1,062.57		0.00	1,062.57	
100264031	12/12/14	PROBE INFORMATION SERVICES INC	10441-138064-1	Investigation Expense	1,621.69		0.00	1,621.69	<b>\$1,621.69</b>
100264032	12/12/14	RASH CURTIS & ASSOC	512900000105	Financial Services	121.60		0.00	121.60	<b>\$887.98</b>
			512900000108	Financial Services	60.80		0.00	60.80	
			516000000094	Financial Services	19.00		0.00	19.00	
			517400000120	Financial Services	0.84		0.00	0.84	
			517400000122	Financial Services	43.42		0.00	43.42	
			517500000053	Financial Services	2.69		0.00	2.69	
			517500000088	Financial Services	25.08		0.00	25.08	
			517500000090	Financial Services	178.98		0.00	178.98	
			518200000114	Financial Services	42.02		0.00	42.02	
			661900000095	Financial Services	332.50		0.00	332.50	
			662700000195	Financial Services	61.05		0.00	61.05	
100264033	12/12/14	RAYVERN LIGHTING SUPPLY CO INC	30516-0	Inventory Purchase	3,863.72		0.00	3,863.72	<b>\$3,863.72</b>
100264034	12/12/14	REED & GRAHAM INC	823449	Materials - Land Improve	910.07		0.00	910.07	<b>\$910.07</b>
100264035	12/12/14	ROLAND KAPLAN PIANO SERVICE	SEPT/24/2014	General Supplies	140.00		0.00	140.00	<b>\$140.00</b>
100264036	12/12/14	ROYAL COACH TOURS INC	3357	Travel Related Services	756.00		0.00	756.00	<b>\$756.00</b>
100264037	12/12/14	SFO REPROGRAPHICS	18157	Printing & Related Services	45.13		0.00	45.13	<b>\$168.02</b>
			18160	Printing & Related Services	59.81		0.00	59.81	
			18204	Printing & Related Services	63.08		0.00	63.08	
100264038	12/12/14	SAFEWAY INC	726033-120514	Food Products	11.45		0.00	11.45	<b>\$327.67</b>
			726033-120514	General Supplies	1.95		0.00	1.95	
			806816-120814	Food Products	170.97		0.00	170.97	
			807699-120314	Food Products	59.01		0.00	59.01	
			807699-120314	General Supplies	15.80		0.00	15.80	

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			807706-120314	Food Products	9.00		0.00	9.00	
			807727-120314	Food Products	5.00		0.00	5.00	
			809224-120814	Food Products	54.49		0.00	54.49	
100264039	12/12/14	SECURITY CONTRACTOR SERVICES INC	455590A-IN	Materials - Land Improve	14.51		0.00	14.51	<b>\$14.51</b>
100264040	12/12/14	SIGNET TESTING LABORATORIES INC	1824	Engineering Services	1,666.50		0.00	1,666.50	<b>\$1,666.50</b>
100264041	12/12/14	SMART & FINAL INC	165797-111914	Food Products	106.25		0.00	106.25	<b>\$243.38</b>
			167352-112114	Food Products	16.23		0.00	16.23	
			167352-112114	General Supplies	12.03		0.00	12.03	
			167353-112114	Food Products	61.31		0.00	61.31	
			167353-112114	General Supplies	5.86		0.00	5.86	
			174832-120314	Food Products	21.42		0.00	21.42	
			175947-120514	Food Products	13.98		0.00	13.98	
			175947-120514	General Supplies	6.30		0.00	6.30	
100264043	12/12/14	SPORTS TURF MANAGEMENT	85643	Materials - Land Improve	545.00		0.00	545.00	<b>\$545.00</b>
100264044	12/12/14	STOP PROCESSING CENTER	15340	Financial Services	38.79		0.00	38.79	<b>\$38.79</b>
100264045	12/12/14	STUDIO EM GRAPHIC DESIGN	15466	Advertising Services	217.50		0.00	217.50	<b>\$217.50</b>
100264046	12/12/14	SUNNYVALE BUILDING MAINTENANCE	97587	Professional Services	7,421.00		0.00	7,421.00	<b>\$26,371.52</b>
			97588	Professional Services	18,950.52		0.00	18,950.52	
100264047	12/12/14	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	PR201449	Employee Payroll Contributions	13,910.00		0.00	13,910.00	<b>\$13,910.00</b>
100264048	12/12/14	TJKM	0043897	Engineering Services	3,715.80		0.00	3,715.80	<b>\$3,715.80</b>
100264049	12/12/14	TELEPHONETICS	411523	Miscellaneous Services	349.95		0.00	349.95	<b>\$349.95</b>
100264050	12/12/14	TIGER MARTIAL ARTS ACADEMY INC	1214	Rec Instructors/Officials	991.90		0.00	991.90	<b>\$991.90</b>
100264051	12/12/14	TOGOS EATERY	201	Training and Conferences	159.53		0.00	159.53	<b>\$159.53</b>
100264052	12/12/14	US BANK	3832721	Financial Services	2,245.00		0.00	2,245.00	<b>\$2,245.00</b>
100264053	12/12/14	UNITED WAY SILICON VALLEY	PR201449	Employee Payroll Contributions	321.00		0.00	321.00	<b>\$321.00</b>
100264054	12/12/14	VERIZON SELECT SERVICES INC	BR46696	Hardware Maintenance	400.00		0.00	400.00	<b>\$400.00</b>
100264055	12/12/14	VERIZON WIRELESS	9735754110	Utilities - Mobile Phones - City Mobile Phones	3,389.23		0.00	3,389.23	<b>\$8,113.29</b>
			9735754111	Utilities - Mobile Phones - City Mobile Phones	2,018.45		0.00	2,018.45	
			9735754112	Utilities - Mobile Phones - City Mobile Phones	2,705.61		0.00	2,705.61	
100264060	12/12/14	WEST VALLEY STAFFING GROUP	124820	Professional Services	2,296.88		0.00	2,296.88	<b>\$4,068.76</b>
			125372	Professional Services	1,771.88		0.00	1,771.88	
100264061	12/12/14	YVETTE TURNER	124-108535	DED Services/Training - Books	102.19		0.00	102.19	<b>\$165.03</b>
			175-108537	DED Services/Training - Books	23.16		0.00	23.16	
			289813150866	DED Services/Training - Books	39.68		0.00	39.68	
100264062	12/12/14	COUNTY OF SANTA CLARA	DISP15-010	Communication Equipment	60,786.96		0.00	60,786.96	<b>\$60,786.96</b>
100264063	12/12/14	OFFICEMAX CONTRACT INC	01057911252014	Supplies, Office 1	34.33		0.00	34.33	<b>\$3,339.20</b>
			31464011172014	Supplies, Office 1	63.92		0.00	63.92	
			32168811172014	Supplies, Office 1	-32.51		0.00	-32.51	
			34471211172014	Supplies, Office 1	63.93		0.00	63.93	
			34479011172014	Supplies, Office 1	56.12		0.00	56.12	
			35436811172014	Supplies, Office 1	222.58		0.00	222.58	
			35468811172014	Supplies, Office 1	150.02		0.00	150.02	
			35475411172014	Supplies, Office 1	24.16		0.00	24.16	
			35521711172014	Supplies, Office 1	58.40		0.00	58.40	

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			35558911172014	Supplies, Office 1	258.67		0.00	258.67	
			35677511172014	Supplies, Office 1	54.51		0.00	54.51	
			36300511172014	Supplies, Office 1	185.91		0.00	185.91	
			36700311182014	Supplies, Office 1	51.09		0.00	51.09	
			37656211182014	Supplies, Office 1	263.11		0.00	263.11	
			37692311182014	Supplies, Office 1	141.95		0.00	141.95	
			38403211182014	Supplies, Office 1	26.92		0.00	26.92	
			38711611182014	Supplies, Office 1	57.37		0.00	57.37	
			39015011182014	Supplies, Office 1	-6.02		0.00	-6.02	
			39682111192014	Supplies, Office 1	206.39		0.00	206.39	
			40052011192014	Supplies, Office 1	37.82		0.00	37.82	
			40055811192014	Supplies, Office 1	57.70		0.00	57.70	
			40288411242014	Supplies, Office 1	-456.03		0.00	-456.03	
			40293711192014	Supplies, Office 1	143.87		0.00	143.87	
			41092611202014	Supplies, Office 1	61.24		0.00	61.24	
			42268311202014	Supplies, Office 1	64.38		0.00	64.38	
			42825211192014	Supplies, Office 1	-23.75		0.00	-23.75	
			44070311212014	Supplies, Office 1	145.62		0.00	145.62	
			44212311212014	Supplies, Office 1	201.65		0.00	201.65	
			45145711242014	Supplies, Office 1	45.18		0.00	45.18	
			45471911242014	Supplies, Office 1	32.13		0.00	32.13	
			45503911242014	Supplies, Office 1	51.67		0.00	51.67	
			45509211242014	Supplies, Office 1	8.69		0.00	8.69	
			46144811242014	Supplies, Office 1	59.82		0.00	59.82	
			47062411252014	Supplies, Office 1	55.17		0.00	55.17	
			47844511252014	Supplies, Office 1	316.45		0.00	316.45	
			48569111252014	Supplies, Office 1	40.86		0.00	40.86	
			48682811262014	Supplies, Office 1	311.85		0.00	311.85	
			48954011262014	Supplies, Office 1	49.84		0.00	49.84	
			48981911262014	Supplies, Office 1	18.86		0.00	18.86	
			49169511262014	Supplies, Office 1	132.46		0.00	132.46	
			49175811262014	Supplies, Office 1	66.23		0.00	66.23	
			49262511262014	Supplies, Office 1	36.64		0.00	36.64	
100264067	12/12/14	WILD TASTES	758	Food Products	957.00		0.00	957.00	\$957.00
100264068	12/12/14	BAY AREA DRAMA COMPANY	8000008993	Deposits Payable - Facility Rental	309.00		0.00	309.00	\$309.00
100264069	12/12/14	CHECK N GO	IN000063548	Refund-False Alarm	191.69		0.00	191.69	\$191.69
100264070	12/12/14	JOSE PALACIOS	CR09-6533	Return of Seized, Forfeiture or Found Funds	600.00		0.00	600.00	\$600.00
100264071	12/12/14	SANDEEP LEKHWANI	164983-46562	Refund Utility Account Credit	202.71		0.00	202.71	\$202.71
100264072	12/12/14	TAMIR RESHEF	2014-7982	Minor Permit Application Fees - Other	368.10		0.00	368.10	\$368.10
950900837	12/9/14	US BANK		Insurances - OPEB Trust Contribution	1,155,935.00		0.00	1,155,935.00	\$1,155,935.00
Grand Total Payment Amount									\$2,326,396.37
									\$2,326,396.37



# City of Sunnyvale

## Agenda Item

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14-1121

Agenda Date: 1/6/2015

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### REPORT TO COUNCIL

#### SUBJECT

Award of Contracts to Provide Employment and Training Services for NOVA Ready to Work Grant

#### BACKGROUND

NOVA, as the lead in a collaborative of five local workforce investment boards (WIBs), submitted a proposal to the U. S. Department of Labor in June in response to its solicitation for applications for its H-1B Ready to Work Partnership grants. This program is designed to provide long-term unemployed workers with training and other services leading to employment in occupations and industries for which employers use H-1B visas to hire foreign workers. The grant requires that participants have been unemployed for at least 27 weeks at the time of their enrollment into the grant.

NOVA was recently announced as one of 23 grantees nationwide (and one of two in California) in the grant competition. The award is \$5,293,884 to serve 1,273 job seekers during the grant term of November 1, 2014 through October 31, 2018. NOVA is the grant administrator and will be the service provider for northern Santa Clara County and San Mateo County (on behalf of the San Mateo WIB). In addition to NOVA, three other WIBs are providing services under the grant. Council approval is needed to enter into contracts with these organizations, as shown in the chart in the Discussion section.

#### EXISTING POLICY

Council Policy 5.1.1: Socio-Economic - Goals and Policies: Education and Training Goal 5.1F: Provide job training and employment services, within constraints of operative Federal regulations and available Federal funding, to address the locally-determined employment and training needs of economically disadvantaged residents and others with special needs.

#### ENVIRONMENTAL REVIEW

N/A

#### DISCUSSION

The funded project, known as the Silicon Valley Ready to Work Initiative, will close the gap between long-term unemployed (LTU) job seekers, who will be taught to refresh their skills and renew their networks, and tech employers searching for talent. The project will serve job seekers in Santa Clara, San Mateo, San Francisco, and Alameda Counties. This regional labor market represents 10 percent of H-1B applications in the nation.

NOVA will serve LTU workers in both northern Santa Clara County and San Mateo County, and its WIB partners work2future (City of San Jose), City of San Francisco, and the County of Alameda will serve the remainder of the project area. All partners will provide individualized career advising, short-term skills training, contemporary job search skills and career navigation training, paid internships,

and specialized support services including networking and financial counseling-leading to rapid reemployment. The initiative will target technology cluster occupations. Training will be conducted through community colleges and other vendors and will result in credentials such as CompTIA's A+, Cisco certifications, Microsoft certifications, Certified Information Systems Security Professional, and Project Management.

Other grant partners include the Silicon Valley Leadership Group and the Bay Area Council. In addition to validating demand for current technology skills, these premier industry associations will convene a forum to discuss best practices relative to hiring LTUs and share results, solicit members to host project participants for short-term paid internships, and promote project graduates for hire in mid- to high-skill technology-focused positions.

The following chart shows the grant budget and the WIB contracts. Approval is sought to award contracts up to the amounts shown in the far right column over the four-year grant period (see draft contracts attached):

<b>Budget</b>	<b>Grant Amount</b>	<b>Contract for Approval</b>
NOVA/ San Mateo/ Other Costs	\$2,179,756	
County of Alameda - Workforce Investment Board	\$1,000,000	\$1,000,000
City of San Francisco - Office of Economic and Workforce Development	\$980,000	\$980,000
City of San Jose - Office of Economic Development	\$1,134,128	\$1,134,128
<b>Total</b>	<b>\$5,293,884</b>	<b>\$3,114,128</b>

### **FISCAL IMPACT**

The source of funds for the services in these contracts is H-1B Job Training Grant funds. Since funds are obligated to programs only based upon appropriations dedicated to NOVA in the grant award, sufficient grant funds will exist to cover all anticipated obligations of day-to-day program operations.

### **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.

### **RECOMMENDATION**

Approve the award of contracts totaling \$3,114,128 to three organizations named in this report to provide Ready to Work Grant services from November 1, 2014 through October 31, 2018.

Prepared by: Jeanette Langdell, Employment Training Manager  
 Reviewed by: Stephen Quick, Manager of Business Operations  
 Reviewed by: Robert A. Walker, Assistant City Manager  
 Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Draft contract - County of Alameda
2. Draft contract - City of San Francisco
3. Draft contract - City of San Jose

Original to:

\_\_\_\_\_ City Clerk  
\_\_\_\_\_ Contractor  
\_\_\_\_\_ Subcontractor

## **AGREEMENT**

**This Agreement** is made on the \_\_\_\_ day of January, 2015 between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "**Contractor**"), on behalf of the NOVA Workforce Board, and the County of Alameda - Workforce Investment Board (hereinafter referred to as "**Subcontractor**").

**Whereas**, the Contractor has applied for and been granted funds from the U. S. Department of Labor to provide employment and training services to long-term unemployed individuals; and

**Whereas**, under this Agreement, Subcontractor is participating in the operation of such services; and

**Whereas**, Contractor and Subcontractor are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

**Now, therefore, it is agreed:**

1. Terms and Conditions: Subcontractor agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;
- (d) Budget – Exhibit D;
- (e) Method of Payment – Exhibit E;

- (f) Request for Payment – Exhibit F; and
- (g) Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

2. Term of Agreement: November 1, 2014 through September 30, 2015, with optional annual renewals through October 31, 2018
3. Funding Limit:
  - \$249,998 for the initial term of November 1, 2014 through September 30, 2015
  - \$1,000,000 for the entire term ending October 31, 2018
4. Agreement Number: 003-RTW-15
5. Department of Labor Agreement No.: HG-26666-15-60-A-6

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

**CITY OF SUNNYVALE**

**COUNTY OF ALAMEDA  
WORKFORCE INVESTMENT BOARD**

**Contractor**

**Subcontractor**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: **Deanna J. Santana**

NAME: \_\_\_\_\_

TITLE: **City Manager**

TITLE: \_\_\_\_\_

## **PROGRAM DESIGN AND STANDARDS**

### **I. PROGRAM DESIGN**

A. **PROJECT OVERVIEW:** The following is a programmatic description of what will be accomplished during the contract period.

The U. S. Department of Labor has awarded funding to the Contractor (NOVA) to operate a project to provide employment and training services to the region's long-term unemployed (LTU) workers. The funded project, known as the Silicon Valley Ready to Work Initiative, will close the gap between long-term unemployed job seekers, who will be taught to refresh their skills and renew their networks, and tech employers searching for talent. This consortium covers a regional labor market that represents 10 percent of H-1B applications in the nation. The initiative will target technology cluster occupations.

Four local workforce investment areas, including Subcontractor's Workforce Investment Board, will provide individualized career advising, short-term skills training, contemporary job search skills and career navigation training, paid internships, and specialized support services including networking and financial counseling—leading to rapid reemployment. Training will be conducted through community colleges and other vendors and will result in credentials such as CompTIA's A+, Cisco certifications, Microsoft certifications, Certified Information Systems Security Professional, and Project Management.

Other grant partners include the Silicon Valley Leadership Group and the Bay Area Council. In addition to validating demand for current technology skills, these premier industry associations will convene a forum to discuss best practices relative to hiring LTUs and share results, solicit members to host project participants for short-term paid internships, and promote project graduates for hire in mid- to high-skill technology-focused positions.

### **B. SCOPE OF SERVICES**

Subcontractor is responsible for providing comprehensive services and activities to participants. Services and activities must include but are not limited to the following:

#### ***Outreach and Recruitment***

Subcontractor is responsible for the recruitment of sufficient numbers of eligible individuals to meet its enrollment obligations. All WIB partners will use multiple channels to recruit candidates who will benefit from the technology focus of this grant. Local WIB partnerships with the California EDD will identify individuals who have exhausted unemployment insurance. The Bay Area Community College Consortium, with 28 member colleges, is on board to be a recruitment source for participants. Upwardly Global will refer participants from their long-term unemployed immigrant population. Social media, local meet-up groups, and faith- and community-based job-search groups will also be used for outreach and recruitment.

All WIBs will share their unique successful outreach strategies and program models to enhance the capacity of the entire Silicon Valley region to serve the LTU population.

### ***Assessment Strategy***

Customers will receive services at a local AJC. Subcontractor will ensure that a minimum of **75 percent** of its enrollees will meet the LTU definition<sup>1</sup> at the time of enrollment through review of employer verification of layoff date or work history and/or unemployment insurance documentation.

The first visit will begin with an orientation that includes eligibility determination, an overview of services, and an introduction to a step-by-step job search planning process. Each job seeker will then meet one on one with a career advisor or case manager for assistance with assessment and creation of a customized job search plan. The assessment phase will enable the customer to self-identify where to begin in the job search process, depending on whether they are still adjusting to the emotions of job loss, contemplating career change, or skill training/job ready. Job seekers will also have access to NOVA's MyPlan online job search resource site ([myplan.novaworks.org](http://myplan.novaworks.org)), which strengthens and complements in-person activities. Assessment and service options will be expanded to address the unique needs of the long-term unemployed.

Assessment instruments used at each job center may include Wonderlich, Meyers-Briggs, O\*NET, WorkKeys, and Provelt (specifically for assessing skills competencies), among others, as selected by Subcontractor. The results of each customer's assessments of skills, interests, values, personality, work history, educational background, and skills gaps will be incorporated into their plan and used to determine which of three intervention tracks to tech-related employment are appropriate.

### ***Rapid Reemployment and Training Strategy***

"Refresh your skills, renew your network" is the project focus and defines the necessary ingredients for rapid reemployment. The following strategies include both direct skills training and work-based training opportunities that lead to rapid reemployment. OEWD will use its discretion to determine appropriate classroom and/or work-based training opportunities for project participants. **Cohort training requires prior approval from NOVA.**

#### **Strategy 1: Short-term training that will lead to a skilled job**

Individuals who have tech work experience but lack current skills will receive professional staff assistance to identify employer-informed, job-driven skill enhancements necessary for them to be competitive for employment. They will work with a designated training advisor to

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<sup>1</sup> An individual who has been unemployed for 27 consecutive weeks or more. Included in this definition are individuals who have lost their job during or after the recent recession (12/1/07 on) and have exhausted or nearly exhausted unemployment benefits (if they were eligible to receive such benefits); underemployed individuals who lost their job during or after the recent recession and have obtained only episodic, short-term, or part-time employment but have not yet reconnected with a full-time job commensurate with the individual's level of education, skills, and previous wage or salary earned prior to the individual's loss of permanent employment.

follow a process of career exploration and to identify current trends in hiring, including skills, education, and experience to determine if their current skills are a match. If not a match, they will explore what it takes to close their individual skills gap.

Once necessary skills are identified, customers can choose which training provider offers the short-term, accelerated training that best meets their needs. Training may be provided through the project's training provider partner, the Bay Area Community College Consortium (BACCC), university extensions, or other locally approved vendors. Customers will also participate in workshops and labs to improve their career-navigation skills.

Strategy 2: Training along a career pathway leading to an industry-recognized credential

Enrollees who lack significant skills and/or work experience may need to explore new career options. A second intervention track is for training along a career pathway that leads to an industry-recognized credential. For this region, with great demand for IT staff at all levels, IT certifications are particularly valuable. Job seekers may access IT careers at varying levels, from entry level to expert, depending upon their existing level of experience and aptitudes.

All trainees in Strategies 1 and 2 will receive intensive staff assistance and also work on career navigation skills such as resume development and customization, job search and networking, and interviewing and negotiating.

Skills training in strategies 1 and 2 will be complemented by **earn-and-learn opportunities**, where necessary, in the form of on-the-job training (OJT) with private or nonprofit employers and short-term internships with public, private, or nonprofit employers. These opportunities will provide additional skill training, access to new networks, and an understanding of current work cultures (working in teams, etc.). SVLG and BAC member companies and other interested companies and local public sector employers will be offered grant-funded paid internships ranging from two to six months. Host employers will follow a training plan developed by both WIB and employer staff and provide supervision and mentoring during the internship.

Strategy 3: ProMatch, intensive coaching and other short-term services

Long-term unemployed individuals with a strong career focus and significant work experience will learn to renew their networks and use them in a new way by participating in a nationally recognized, member-driven networking job club called ProMatch. This is a proven model to build connections, promote hope and encouragement, and effectively use program resources for rapid reattachment to the labor market. Regional WIBs may refer professional-level LTUs to NOVA's ProMatch program or customize this model with NOVA's assistance at their own job centers.

***Supportive Services and Specialized Services Strategies***

This project encompasses several reemployment strategies customized to the needs of LTU workers. These include access to supports such as financial counseling, personal interaction with career advising professionals, a customized job-search strategy reflecting the latest

techniques, access to career navigation skills and opportunities, peer-to-peer support, and services specific to older LTUs.

The San Francisco Office of Financial Empowerment (SF-OFE) will provide **financial counseling and education** to appropriate participants in this project. With project funding, SF-OFE will employ a full-time financial counselor specifically trained on the needs of Ready to Work grant clients, provide one-on-one counseling to 250 clients on site at job centers throughout the project region, and track results on savings, credit, and debt.

All enrollees in this grant will have access to **career advising** for guidance, problem solving, and advice about the labor market. All customers will be provided with extensive coaching in **career navigation and networking** using onsite and online workshop content with opportunities for practice in both class-based labs and peer-to-peer settings.

**Digital literacy** is of critical importance in almost all jobs, and long-term unemployed workers may need to brush up on their computer skills to be competitive in today's labor market. All LTU customers will have access to computer classes operated by local education providers.

Customers interested in **entrepreneurship** may participate in workshops to help with the decision to start a business ("Should I Start A Business," "Franchise Options") as well as various entrepreneurship courses at job centers, including courses in business planning, marketing, financial basics, and networking.

Given the large percentage of **older LTU workers**, this project will provide several services to meet their unique needs. Starting with the career assessment process, customers and career advisors will review and realign transferable skills to the current labor market and also consider new ways of working such as contract work or self-employment. Older job seekers will be introduced to new ways of seeking employment, including networking and social media, and learn how to seek out companies more likely to consider them as candidates.

**Other supportive services:** Supportive services to enable customers to participate in the project may include transportation assistance, textbooks and other training supports, assistance with childcare costs, and referrals to resources provided by job center partners, including mental health support.

### ***Job Placement Strategy***

The employers and business associations supporting this proposal are key partners in placement efforts. The Silicon Valley Leadership Group and the Bay Area Council will hold employer forums to identify and address barriers to employment for the long-term unemployed and encourage non-discriminatory hiring practices. They have committed to working with the WIBs to reach out to their members to provide OJT/internship opportunities for trainees, to promote participants for consideration in hiring, and to publicize success stories of those hired. The commitments of SVLG and BAC expand the reach of this project to expose trainees to over 600 Silicon Valley companies.

Upwardly Global (UG), Lawrence Livermore National Lab (LLNL), and acuteIQ are also employer partners. Upwardly Global has member companies who join the UG network to access and hire their highly skilled candidates, who may also be served in this project. LLNL will host project interns and consider successful interns for permanent placement. acuteIQ, a local digital media startup, has a specific interest in hiring older LTU workers into skilled tech positions.

Statistics show that LTUs typically are more experienced workers who get overlooked because of their large gaps in employment. Direct advocacy with employers is a good method to get skilled individuals hired. The WIBs in this project will employ several strategies to directly involve employers with our job seekers, including:

- Partnering with staffing agencies that often represent numerous employer customers in the tech industry (a “try and buy” strategy that benefits LTUs).
- Inviting employers with greater recruitment needs to present and interview on-site at the local job centers.
- Holding on-site sector-focused panels to discuss industries such as advanced manufacturing, biotech, and healthcare.

## B. PROJECT RESULTS:

The following performance goals and outcomes apply to the initial term of this Agreement:

ACWIB Participant Plan							Total Year 1	Total Grant
Measures / Quarter Ending Date		12/31/14	3/31/15	6/30/15	9/30/15			
1	Total participants served	0	18	18	18	54		305
1a	Long-term unemployed		16	12	16	44		275
1b	Other unemployed		2	6	2	10		31
2	Total participants enrolled in education/training activities		0	20	16	36		229
3	Total participants completing education / training activities					0		194
4	Total participants who complete education / training activities AND receive a degree or other credential					0		183
5	Total number of unemployed participants who obtain employment		2	4	6	12		247
6	Average wage that participants will earn at placement (hourly)					\$30.73		\$30.73

Subcontractor shall endeavor to meet the goals to the best of its ability. Contractor shall review progress toward goals on a regular basis, and inadequate progress may result in reduced funding and/or the termination of this Agreement, as specified in Special Provisions Section 17.

Contractor will perform ongoing fiscal and performance monitoring of Subcontractor during the term of this Agreement. Any items noted for corrective action must be addressed on a timely basis. Contractor will provide ongoing technical assistance as necessary to accomplish the goals of this project. An in-depth performance and fiscal review will be performed near the end of the initial agreement term in preparation for contract renewal.

**This Agreement may be renewed on an annual basis through October 31, 2018, dependent on successful performance.**

## II. REPORTING AND DATA COLLECTION REQUIREMENTS

### A. Subcontractor Responsibilities

OEWD will use NOVA's reporting database (CISRS) to input all participant activities, as required by DOL. For each participant, this includes enrollment, job search and training activities, support services, follow-up services, and reportable outcomes, as defined by DOL. OEWD will ensure participant data is entered into CISRS at least monthly, by the 10<sup>th</sup> of the following month. OEWD will provide NOVA with a quarterly performance narrative in a format to be provided by NOVA, due to NOVA within 10 days of the end of the quarter. Upon completion of services, OEWD will exit participants and provide complete and accurate participant files to NOVA.

### B. Contractor Responsibilities

NOVA will provide access to its CISRS reporting database and provide OEWD with periodic reports of enrollments and activities, based on data input by OEWD.

## III. PROGRAM COORDINATION

1. The Contractor's employee designated below shall be the Program Manager for Contractor and shall render overall supervision of the progress and performance of this Agreement by Contractor. All services agreed to be performed by Contractor shall be under the overall direction of the Program Manager.
2. Subcontractor shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subcontractor shall notify Contractor immediately of such occurrence. Subcontractor staff will fully cooperate with Contractor relating to this Agreement.

#### IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

Contractor: Jeanette Langdell, Employment Training Manager  
NOVA  
505 West Olive Ave., Suite 550  
Sunnyvale, CA 94086  
Telephone: (408) 730-7241  
Email: jlangdell@novaworks.org

Subcontractor: Patti Castro, Director  
Alameda County Workforce Investment Board  
24100 Amador St., 6<sup>th</sup> Floor  
Hayward, CA 94544  
Telephone: (510) 259-3843  
Email: pcastro@acgov.org

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

## **SPECIAL PROVISIONS**

### **S1 INSUFFICIENT FUNDING**

In the event that the U.S. Department of Labor fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately.

### **S2 ENTIRE AGREEMENT**

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

### **S3 PROCEDURE TO MODIFY THE AGREEMENT**

Subcontractor shall submit its request for changes in writing to the Contractor's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

### **S4 INDEMNIFICATION**

Subcontractor shall defend, indemnify, and hold harmless Contractor, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subcontractor, or its officers, employees, agents or representatives. Subcontractor further agrees to reimburse Contractor for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subcontractor to be performed under this Agreement or arising from any negligence or willful misconduct of Subcontractor, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subcontractor and Contractor for third-party claims in accordance with applicable provisions of California law. Contractor shall notify Subcontractor of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subcontractor's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subcontractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subcontractor shall not be entitled to any benefits available to employees of Contractor; that Contractor is not required to make any deductions from the compensation payable to Subcontractor under the provisions of this Agreement; that as an independent contractor, Subcontractor thereby holds Contractor harmless from any and all claims that may be made against Contractor based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subcontractor has no authority to act for or on behalf of Contractor other than acting as Subcontractor in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the Contractor and Subcontractor.
- 5.3 All powers not explicitly vested in the Subcontractor by this Agreement remain with the Contractor.
- 5.4 Subcontractor, without additional expense to Contractor, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subcontractor shall be similarly responsible for all damages to persons or property that occur as a result of Subcontractor fault or negligence. Subcontractor shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subcontractor in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by Contractor hereunder constitute or be construed to be a waiver by Contractor of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subcontractor. The making of any such payment shall not prejudice any right or remedy available to Contractor with respect to such breach or default.
- 5.7 In no event shall a waiver by Contractor of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subcontractor shall maintain a written code of standards. The Subcontractor will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subcontractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with Contractor.
- 7.2 All of the services hereunder will be performed by Subcontractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 COPYRIGHTS/RIGHTS TO DATA

- 8.1 If this Agreement is funded in whole or in part by the federal government, Contractor may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property throughout the world in any manner for governmental purposes and to permit others to do so.
- 8.2 Subcontractor agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire." Subcontractor shall enter into a written Agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to Contractor to any work product made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which results directly or indirectly from this Agreement.
- 8.3 All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from Contractor.

S9 PATENT RIGHTS

- 9.1 With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in Subcontractor's scope of work, Contractor hereby grants to Subcontractor a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subcontractor's scope of work, then Subcontractor agrees to assign to Contractor, without additional compensation, all its right, title, and interest in and to such inventions and to assist Contractor in securing United States and foreign patents with respect thereto.

S10 SUBCONTRACTING/ASSIGNMENT

- 10.1 Subcontractor's duties under this Agreement shall not be delegated by Subcontractor nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the Contractor. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by Contractor. Subcontractor shall perform oversight of such third-party subcontractors to ensure compliance with WIA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S11 COMPLAINTS/GRIEVANCES

Subcontractor shall follow the Contractor's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S12 PUBLIC ACCESS TO RECORDS

As a condition of receiving Department of Labor funds, the independent auditor or monitor of the Contractor and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subcontractor which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the DOL statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subcontractor's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S13 INSURANCE AND BONDS

Subcontractor shall procure and maintain insurance for the duration of the contract 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 Subcontractor, its agents, representatives, or employees.

### 13.1 Minimum Scope and Limits of Insurance

Subcontractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### 13.2 Deductibles and Self-Insured Retentions

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

### 13.3 Other Insurance Provisions

The general liability and automobile insurance policies shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subcontractor; products and completed operations of the Subcontractor; premises owned, occupied or used by the Subcontractor; or automobiles owned, leased, hired or borrowed by the Subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subcontractor'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 Subcontractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subcontractor'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.

5. 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.

#### 13.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### 13.5 Verification of Coverage

Subcontractor shall furnish the City of Sunnyvale with an original 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. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subcontractor that meets the above requirements.

#### 13.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of Contractor's officers and employees involved in the performance of the contract.

### S14 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 14.1 Subcontractor shall comply with Administrative Standards & Procedures of 29 CFR Part 95, and as hereafter amended, relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 14.2 Subcontractor shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 14.3 Subcontractor shall submit reports of fiscal data in accordance with Contractor's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by Contractor and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Fiscal records must provide a clear audit trail.
- 14.4 Under this Agreement Subcontractor shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.

- 14.5 Subcontractor shall not be allowed to recover costs incurred before and after the effective dates of this Agreement.
- 14.6 All records pertaining to this Agreement shall be retained for five (5) years from the date of Contractor's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- 14.7 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subcontractor shall return such funds to the Contractor within sixty (60) days of the termination of Agreement.
- 14.8 Subcontractor shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the Subcontractor to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by Contractor; or the funds shall be returned to Contractor. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

**S15 PROPERTY MANAGEMENT**

- 15.1 The Subcontractor shall allow the Contractor to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement.
- 15.2 Subcontractor shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 15.3 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

**S16 NONDISCRIMINATION**

- 16.1 Subcontractor shall comply with the nondiscrimination and equal opportunity provisions of the following laws:
- The federal nondiscrimination requirements referenced in 29 CFR, Part 37.
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

16.2 Subcontractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

S17 RIGHT TO REALLOCATE FUNDS

17.1 Contractor will monitor Subcontractor's expenditures monthly under this Agreement and may reallocate funds in the event Subcontractor is not making adequate progress toward budget goals, per Exhibit D of this Agreement.

17.2 Contractor will provide Subcontractor with no less than ten (10) days written notification of its intent to reallocate funds. Subcontractor shall have opportunity to respond and offer any views and recommendations within the ten (10) day notification period. Contractor is not bound to accept Subcontractor's views and/or recommendations with respect to the intended reallocation.

S18 REPORTS

18.1 Subcontractor shall prepare and submit all required documents and reports as specified by the Contractor. In addition, special reports necessary for program operation and evaluation may be required.

S19 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

19.1 Termination for Convenience

In the event that either the Subcontractor or the Contractor determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subcontractor or Contractor of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subcontractor shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

19.2 Termination for Cause

Contractor may terminate this Agreement when it has determined that Subcontractor has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. Contractor will notify the Subcontractor of such unsatisfactory performance in writing. Subcontractor will have ten (10) days to correct the deficiencies or the Agreement terminates. In the event of such termination, Contractor shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

19.3 Insufficient Funding

Under conditions of reduced funding, the Contractor reserves the right to immediately terminate this Agreement.

S20 SUSPENSION OF FUNDS

Contractor may suspend payments to Subcontractor under the following circumstances:

- 20.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.
- 20.2 Submittal by Subcontractor of reports which are incorrect or incomplete in any substantial and material respect.
- 20.3 Failure of Subcontractor to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S21 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, Contractor may elect not to make a particular payment under this Agreement if:

- 21.1 Subcontractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to Contractor;
- 21.2 There is pending litigation with respect to the performance by Subcontractor of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 21.3 Subcontractor is in default under any provision of this Agreement.

S22 DISPUTES

- 22.1 The Subcontractor agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subcontractor agrees to continue performance unless impasse declared.
- 22.2 Any dispute concerning a question of fact or the resolution of disallowed costs arising under this Agreement which is not settled by informal means shall be decided by the Contractor's Program Manager. A written decision will be mailed or otherwise furnished to the Subcontractor, in accordance with Contractor's procedures.
- 22.3 Subcontractor shall have access to the Contractor's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S23 REIMBURSEMENT FOR FUNDS IMPROPERLY EXPENDED

Subcontractor shall reimburse Contractor for any funds improperly expended by Subcontractor. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by Contractor for payment.

S24 PAYMENT TO SUBCONTRACTOR

Contractor will pay Subcontractor for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subcontractor pursuant to the Agreement during its period of performance.

S25 PROGRAM AGENT POLICIES AND PROCEDURES

- 25.1 Subcontractor shall comply with Contractor's policies and procedures, and any directive or other bulletin issued which clarify or modify Contractor policies and procedures.
- 25.2 If the Subcontractor conducts eligibility determination, subcontractor shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle Contractor to recovery of disallowed costs incurred by any ineligible participant.

S26 COORDINATION WITH PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT

- 26.1 Education Assistance Programs shall include, but not be limited to, Federal and State Programs such as Pell Grant, Supplemental Educational Opportunity Grant, Work Study program, the Perkins loan, the Family Education Loan, Direct Loan Demonstration, Cal Grant C and Board of Governors Grant.
- 26.2 If the Subcontractor is a recipient of Title IV funding, then the Subcontractor shall institute the following procedures: Subcontractor shall report all financial assistance applications, including but not limited to those for Pell grants, and resultant funds received

which cover all or part of the tuition and fees, books and supplies, or trainee support costs relative to all participants enrolled under this Agreement, especially under Title IV of the Higher Education Act. The specific usage of any financial assistance funds must be documented in the participant's training plan and shall be incorporated into this Agreement as appropriate. Any financial assistance funds received by Subcontractor on behalf of participants under this Agreement for the specific purposes of tuition, fees, books, and/or supplies shall be immediately reported to Contractor. If payment for such expenses has already been made by Contractor to Subcontractor, Subcontractor shall reimburse Contractor at the address provided in Section 21, Notices, for the amount of any financial assistance received for the above specific purposes. Participants shall not be required to apply for or access student loans or incur personal debt as a condition of participation.

26.3 Subcontractor shall identify all Title IV monies made available to the participant, and inform the Contractor of the amount and disposition of HEA Title IV awards and other types of financial aid given to each participant.

26.4 If Pell Grants are utilized, the proper mix of DOL funds and Pell resources shall be documented.

26.5 Subcontractor shall demonstrate its capacity for monitoring and providing necessary reports relative to this section as part of the normal monitoring conducted by the Contractor.

## S27 AUDIT REQUIREMENTS

27.1 Non-Federal subrecipients that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A133, section 500, except when they elect to have a program-specific audit conducted in accordance with paragraph (c) section 500. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular A133, section 235. Subrecipient shall submit a copy of its audit report to the Contractor within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a Subcontractor, Subcontractor is not subject to these audit requirements.

## S28 RECEIPT OF ADDITIONAL FUNDS

Subcontractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the Contractor upon receipt of such funds or notification of award of such funds.

S29 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such as action, whether such action is resolved by adjudication, arbitration or settlement.

S30 INCIDENT REPORTING

Subcontractor shall be alert for instances of fraud, abuse, and other criminal activity relative to DOL-funded activities and services. Any such instances detected shall immediately be reported to Contractor's Manager of Job Seeker Services, or in her absence, Contractor's Manager of Business Operations.

S31 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$181,500 as of 1/14), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

S32 CONSULTANTS

For the purposes of this award, fees paid to a consultant shall be limited to \$585 per day without Contractor and Grant Office approval.

### **ASSURANCES AND CERTIFICATIONS**

1. The Subcontractor assures and certifies that it will in performing its responsibilities under the Agreement hereby fully comply with the following regulations and cost principles, including subsequent amendments:

Uniform Administrative Requirements:

- 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations OR
- 29 CFR Part 97, for State, Local, and Indian Tribal Governments

Cost Principles:

- 2 CFR 229 (OMB Circular A-21), for Institutions of Higher Education
- 2 CFR 225 (OMB Circular A-87), for State, Local, and Indian Tribal Governments
- 2 CFR 230 (OMB Circular A-122), for Non-Profit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures

Other Requirements (as applicable):

- 29 CFR Part 96 and 99, Single Audit Act
- 29 CFR Part 93, Lobbying Certification
- 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
- 20 CFR Part 652 et al., Workforce Investment Act
- Workforce Innovation and Opportunity Act (as applicable)
- Wagner-Peyser Act
- Grant Award Document

2. The Subcontractor assures and certifies that it will comply with confidentiality requirements of Training and Employment Guidance Letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), and related state law and regulations requiring the proper disclosure of individually identifiable records. Confidentiality requirements are as follows:

The Contractor and Subcontractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

Subcontractor agrees that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party as to the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- d. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e. If the Subcontractor enters into an Agreement with a third party to provide services, Subcontractor agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor (s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems, and each party shall notify the other of any changes in that designation.

A signed Agreement/contract on file with Contractor constitutes your commitment to uphold these confidentiality requirements.

3. Subcontractor makes the following further assurances and certifications:

- a. Subcontractor certifies, by executing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with 29 CFR part 98, Section 98.510, Participants' Responsibilities.
- b. Subcontractor certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) the dangers of drug abuse in the workplace;
  - (b) the person's or organization's policy of maintaining a drug-free workplace;
  - (c) any available counseling, rehabilitation, and employee assistance programs; and
  - (d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed Agreement:
  - (a) will receive a copy of the Subcontractor's drug-free statement; and
  - (b) will agree to abide by the terms of the Subcontractor's statement as a condition of employment on the Agreement.
- c. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- d. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- e. It will comply with the requirements that no program under the Act involve political activities.
- f. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- g. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- h. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

- i. If the amount of the Agreement exceeds \$100,000, the Subcontractor certifies, to the best of its knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement over \$100,000.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subcontractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- j. Subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- k. If the amount of the Agreement exceeds \$100,000, the Subcontractor agrees to comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, and Environmental Protection Agency regulations (40 CFR part 15).

- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- n. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subcontractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subcontractor to apply for the subgrant shall be provided to the Contractor upon demand.
- o. Appropriate standards for health and safety in work and training situations will be maintained.
- p. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute.
- q. Institutional skill training and training on-the-job shall only be for occupations in which the Contractor has determined there is reasonable expectation for employment.
- r. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- s. No program shall impair existing contracts for services or collective bargaining Agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence

within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.

- t. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- u. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- v. No participant who is engaged in this program may be charged a fee for placement or referral services.
- w. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.

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### **BUDGET**

The Subcontractor will be reimbursed for program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$249,998 for the initial term (through September 30, 2015), in accordance with the following plan, and shall not exceed a total of \$1,000,000 for the grant term (through October 31, 2018).

Cost Element / Quarter Ending		12/31/14	3/31/15	6/30/15	9/30/15	Total 9/30/15	Total Grant
	Salary & Wages		5,450	5,450	5,500	16,400	104,000
	Fringe Benefits		2,916	2,916	2,916	8,748	60,000
	Travel					-	4,000
	Supplies					-	2,400
Contractual:							
	Tuition			55,000	28,500	83,500	274,000
	Paid Internships/OJT				32,000	32,000	191,400
	Direct Participant Costs		4,000	4,000	4,000	12,000	60,000
	Case Management		20,000	20,000	20,000	60,000	240,000
Other:							
	Business Support Functions			15,000	14,400	29,400	-
	Crisis Support		1,000	1,000	1,000	3,000	40,000
	Financial counseling		500	500	500	1,500	20,000
	Other		1,150	1,150	1,150	3,450	4,200
	Total Direct Charges		35,016	105,016	109,966	249,998	1,000,000
	Indirect Charges		-	-	-	-	-
	Total Costs		\$35,016	\$105,016	\$109,966	\$249,998	\$1,000,000

Any changes requested for the budget shall be submitted by written request to the Contractor.

**Accrued expenditures** (not yet paid) must be reported monthly on the Request for Payment.

### **METHOD OF PAYMENT**

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10<sup>th</sup> of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

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**CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT**  
**REQUEST FOR PAYMENT**

1. Subcontractor Name: **County of Alameda, Workforce Investment Board**
2. Mailing Address: 24100 Amador St., 6<sup>th</sup> Floor  
Hayward, CA 94544
3. Request Period: From \_\_\_\_\_ to \_\_\_\_\_
4. Payment is requested for the following budget items (attach backup documentation):

Description	Total
a. Salary and Wages	\$
b. Fringe Benefits	
c. Tuition	
d. Paid Internships/OJT	
e. Direct Participant Costs	
f. Case Management	
g. Business Support Functions	
h. Other	
i. Total	

5. Current Request \$ \_\_\_\_\_
6. Cumulative Requests \$ \_\_\_\_\_ (NOVA to calculate)
7. Accrued Expenditures (not yet paid): \$ \_\_\_\_\_ (show in documentation)

**CERTIFICATION:**

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

\_\_\_\_\_  
Authorized Signature Title Date

**EMAIL PDF OF THIS FORM AND DOCUMENTATION TO:**  
**Jeanette Langdell, [jiangdell@novaworks.org](mailto:jiangdell@novaworks.org)**

**NOVA WORKFORCE SERVICES USE ONLY**

Cash reimbursement for the period \_\_\_\_\_ is recommended in the amount of \$\_\_\_\_\_.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Budget Reference No.: **510447-5242**

Original to:

\_\_\_\_\_ City Clerk  
\_\_\_\_\_ Contractor  
\_\_\_\_\_ Subcontractor

## **AGREEMENT**

**This Agreement** is made on the \_\_\_\_ day of January, 2015 between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "**Contractor**"), on behalf of the NOVA Workforce Board, and the City of San Francisco Office of Economic and Workforce Development (hereinafter referred to as "**Subcontractor**").

**Whereas**, the Contractor has applied for and been granted funds from the U. S. Department of Labor to provide employment and training services to long-term unemployed individuals; and

**Whereas**, under this Agreement, Subcontractor is participating in the operation of such services; and

**Whereas**, Contractor and Subcontractor are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

**Now, therefore, it is agreed:**

1. Terms and Conditions: Subcontractor agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;
- (d) Budget – Exhibit D;
- (e) Method of Payment – Exhibit E;

- (f) Request for Payment – Exhibit F; and
- (g) Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

2. Term of Agreement: November 1, 2014 through September 30, 2015, with optional annual renewals through October 31, 2018
3. Funding Limit:
  - \$200,444 for the initial term of November 1, 2014 through September 30, 2015
  - \$980,000 for the entire term ending October 31, 2018
4. Agreement Number: 001-RTW-15
5. Department of Labor Agreement No.: HG-26666-15-60-A-6

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

**CITY OF SUNNYVALE**

**CITY OF SAN FRANCISCO  
OFFICE OF ECONOMIC AND  
WORKFORCE DEVELOPMENT**

**Contractor**

**Subcontractor**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: **Deanna J. Santana**

NAME: \_\_\_\_\_

TITLE: **City Manager**

TITLE: \_\_\_\_\_

## **PROGRAM DESIGN AND STANDARDS**

### **I. PROGRAM DESIGN**

A. **PROJECT OVERVIEW:** The following is a programmatic description of what will be accomplished during the contract period.

The U. S. Department of Labor has awarded funding to the Contractor (NOVA) to operate a project to provide employment and training services to the region's long-term unemployed (LTU) workers. The funded project, known as the Silicon Valley Ready to Work Initiative, will close the gap between long-term unemployed job seekers, who will be taught to refresh their skills and renew their networks, and tech employers searching for talent. This consortium covers a regional labor market that represents 10 percent of H-1B applications in the nation. The initiative will target technology cluster occupations.

Four local workforce investment areas, including Subcontractor's Office of Economic and Workforce Development (OEWD), will provide individualized career advising, short-term skills training, contemporary job search skills and career navigation training, paid internships, and specialized support services including networking and financial counseling—leading to rapid reemployment. Training will be conducted through community colleges and other vendors and will result in credentials such as CompTIA's A+, Cisco certifications, Microsoft certifications, Certified Information Systems Security Professional, and Project Management.

Other grant partners include the Silicon Valley Leadership Group and the Bay Area Council. In addition to validating demand for current technology skills, these premier industry associations will convene a forum to discuss best practices relative to hiring LTUs and share results, solicit members to host project participants for short-term paid internships, and promote project graduates for hire in mid- to high-skill technology-focused positions.

### **B. SCOPE OF SERVICES**

Subcontractor is responsible for providing comprehensive services and activities to participants. Services and activities must include but are not limited to the following:

#### ***Outreach and Recruitment***

Subcontractor is responsible for the recruitment of sufficient numbers of eligible individuals to meet its enrollment obligations. All WIB partners will use multiple channels to recruit candidates who will benefit from the technology focus of this grant. Local WIB partnerships with the California EDD will identify individuals who have exhausted unemployment insurance. The Bay Area Community College Consortium, with 28 member colleges, is on board to be a recruitment source for participants. Upwardly Global will refer participants from their long-term unemployed immigrant population. Social media, local meet-up groups, and faith- and community-based job-search groups will also be used for outreach and recruitment.

All WIBs will share their unique successful outreach strategies and program models to enhance the capacity of the entire Silicon Valley region to serve the LTU population.

### ***Assessment Strategy***

Customers will receive services at a local AJC. Subcontractor will ensure that a minimum of **90 percent** of its enrollees will meet the LTU definition<sup>1</sup> at the time of enrollment through review of employer verification of layoff date or work history and/or unemployment insurance documentation.

The first visit will begin with an orientation that includes eligibility determination, an overview of services, and an introduction to a step-by-step job search planning process. Each job seeker will then meet one on one with a career advisor or case manager for assistance with assessment and creation of a customized job search plan. The assessment phase will enable the customer to self-identify where to begin in the job search process, depending on whether they are still adjusting to the emotions of job loss, contemplating career change, or skill training/job ready. Job seekers will also have access to NOVA's MyPlan online job search resource site ([myplan.novaworks.org](http://myplan.novaworks.org)), which strengthens and complements in-person activities. Assessment and service options will be expanded to address the unique needs of the long-term unemployed.

Assessment instruments used at each job center may include Wonderlich, Meyers-Briggs, O\*NET, WorkKeys, and Provelt (specifically for assessing skills competencies), among others, as selected by Subcontractor. The results of each customer's assessments of skills, interests, values, personality, work history, educational background, and skills gaps will be incorporated into their plan and used to determine which of three intervention tracks to tech-related employment are appropriate.

### ***Rapid Reemployment and Training Strategy***

"Refresh your skills, renew your network" is the project focus and defines the necessary ingredients for rapid reemployment. The following strategies include both direct skills training and work-based training opportunities that lead to rapid reemployment. OEWD will use its discretion to determine appropriate classroom and/or work-based training opportunities for project participants. **Cohort training requires prior approval from NOVA.**

#### **Strategy 1: Short-term training that will lead to a skilled job**

Individuals who have tech work experience but lack current skills will receive professional staff assistance to identify employer-informed, job-driven skill enhancements necessary for them to be competitive for employment. They will work with a designated training advisor to

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<sup>1</sup> An individual who has been unemployed for 27 consecutive weeks or more. Included in this definition are individuals who have lost their job during or after the recent recession (12/1/07 on) and have exhausted or nearly exhausted unemployment benefits (if they were eligible to receive such benefits); underemployed individuals who lost their job during or after the recent recession and have obtained only episodic, short-term, or part-time employment but have not yet reconnected with a full-time job commensurate with the individual's level of education, skills, and previous wage or salary earned prior to the individual's loss of permanent employment.

follow a process of career exploration and to identify current trends in hiring, including skills, education, and experience to determine if their current skills are a match. If not a match, they will explore what it takes to close their individual skills gap.

Once necessary skills are identified, customers can choose which training provider offers the short-term, accelerated training that best meets their needs. Training may be provided through the project's training provider partner, the Bay Area Community College Consortium (BACCC), university extensions, or other locally approved vendors. Customers will also participate in workshops and labs to improve their career-navigation skills.

Strategy 2: Training along a career pathway leading to an industry-recognized credential

Enrollees who lack significant skills and/or work experience may need to explore new career options. A second intervention track is for training along a career pathway that leads to an industry-recognized credential. For this region, with great demand for IT staff at all levels, IT certifications are particularly valuable. Job seekers may access IT careers at varying levels, from entry level to expert, depending upon their existing level of experience and aptitudes.

All trainees in Strategies 1 and 2 will receive intensive staff assistance and also work on career navigation skills such as resume development and customization, job search and networking, and interviewing and negotiating.

Skills training in strategies 1 and 2 will be complemented by **earn-and-learn opportunities**, where necessary, in the form of on-the-job training (OJT) with private or nonprofit employers and short-term internships with public, private, or nonprofit employers. These opportunities will provide additional skill training, access to new networks, and an understanding of current work cultures (working in teams, etc.). SVLG and BAC member companies and other interested companies and local public sector employers will be offered grant-funded paid internships ranging from two to six months. Host employers will follow a training plan developed by both WIB and employer staff and provide supervision and mentoring during the internship.

Strategy 3: ProMatch, intensive coaching and other short-term services

Long-term unemployed individuals with a strong career focus and significant work experience will learn to renew their networks and use them in a new way by participating in a nationally recognized, member-driven networking job club called ProMatch. This is a proven model to build connections, promote hope and encouragement, and effectively use program resources for rapid reattachment to the labor market. Regional WIBs may refer professional-level LTUs to NOVA's ProMatch program or customize this model with NOVA's assistance at their own job centers.

***Supportive Services and Specialized Services Strategies***

This project encompasses several reemployment strategies customized to the needs of LTU workers. These include access to supports such as financial counseling, personal interaction with career advising professionals, a customized job-search strategy reflecting the latest

techniques, access to career navigation skills and opportunities, peer-to-peer support, and services specific to older LTUs.

Subcontractor will contract with the San Francisco Office of Financial Empowerment (SF-OFE) to provide **financial counseling and education** to appropriate participants in this project. With project funding, SF-OFE will employ a full-time financial counselor specifically trained on the needs of Ready to Work grant clients, provide one-on-one counseling to 250 clients on site at job centers throughout the project region, and track results on savings, credit, and debt. Subcontractor will oversee the SF-OFE contract and work to develop a process for the provision of services for appropriate grant participants and tracking of activities and outcomes.

All enrollees in this grant will have access to **career advising** for guidance, problem solving, and advice about the labor market. All customers will be provided with extensive coaching in **career navigation and networking** using onsite and online workshop content with opportunities for practice in both class-based labs and peer-to-peer settings.

**Digital literacy** is of critical importance in almost all jobs, and long-term unemployed workers may need to brush up on their computer skills to be competitive in today's labor market. All LTU customers will have access to computer classes operated by local education providers.

Customers interested in **entrepreneurship** may participate in workshops to help with the decision to start a business ("Should I Start A Business," "Franchise Options") as well as various entrepreneurship courses at job centers, including courses in business planning, marketing, financial basics, and networking.

Given the large percentage of **older LTU workers**, this project will provide several services to meet their unique needs. Starting with the career assessment process, customers and career advisors will review and realign transferable skills to the current labor market and also consider new ways of working such as contract work or self-employment. Older job seekers will be introduced to new ways of seeking employment, including networking and social media, and learn how to seek out companies more likely to consider them as candidates.

**Other supportive services:** Supportive services to enable customers to participate in the project may include transportation assistance, textbooks and other training supports, assistance with childcare costs, and referrals to resources provided by job center partners, including mental health support.

### ***Job Placement Strategy***

The employers and business associations supporting this proposal are key partners in placement efforts. The Silicon Valley Leadership Group and the Bay Area Council will hold employer forums to identify and address barriers to employment for the long-term unemployed and encourage non-discriminatory hiring practices. They have committed to working with the WIBs to reach out to their members to provide OJT/internship opportunities

for trainees, to promote participants for consideration in hiring, and to publicize success stories of those hired. The commitments of SVLG and BAC expand the reach of this project to expose trainees to over 600 Silicon Valley companies.

Upwardly Global (UG), Lawrence Livermore National Lab (LLNL), and acuteIQ are also employer partners. Upwardly Global has member companies who join the UG network to access and hire their highly skilled candidates, who may also be served in this project. LLNL will host project interns and consider successful interns for permanent placement. acuteIQ, a local digital media startup, has a specific interest in hiring older LTU workers into skilled tech positions.

Statistics show that LTUs typically are more experienced workers who get overlooked because of their large gaps in employment. Direct advocacy with employers is a good method to get skilled individuals hired. The WIBs in this project will employ several strategies to directly involve employers with our job seekers, including:

- Partnering with staffing agencies that often represent numerous employer customers in the tech industry (a “try and buy” strategy that benefits LTUs).
- Inviting employers with greater recruitment needs to present and interview on-site at the local job centers.
- Holding on-site sector-focused panels to discuss industries such as advanced manufacturing, biotech, and healthcare.

## B. PROJECT RESULTS:

The following performance goals and outcomes apply to the initial term of this Agreement:

Participant Plan San Francisco						Total	Total
Measures / Quarter Ending Date	12/31/14	3/31/15	6/30/15	9/30/15	Yr 1	Grant	
Total participants served	0	0	10	10	20		200
Long-term unemployed			9	9	18		180
Other unemployed			1	1	2		20
Total participants enrolled in education/training activities			5	5	10		100
Total participants completing education / training activities					0		80
Total participants who complete education / training activities AND receive a degree or other credential					0		72
Total number of unemployed participants who obtain employment					0		152
Average wage that participants will earn at placement					\$26		\$26

Subcontractor shall endeavor to meet the goals to the best of its ability. Contractor shall review progress toward goals on a regular basis, and inadequate progress may result in reduced funding and/or the termination of this Agreement, as specified in Special Provisions Section 17.

Contractor will perform ongoing fiscal and performance monitoring of Subcontractor during the term of this Agreement. Any items noted for corrective action must be addressed on a timely basis. Contractor will provide ongoing technical assistance as necessary to accomplish the goals of this project. An in-depth performance and fiscal review will be performed near the end of the initial agreement term in preparation for contract renewal.

**This Agreement may be renewed on an annual basis through October 31, 2018, dependent on successful performance.**

## II. REPORTING AND DATA COLLECTION REQUIREMENTS

### A. Subcontractor Responsibilities

OEWD will use NOVA's reporting database (CISRS) to input all participant activities, as required by DOL. For each participant, this includes enrollment, job search and training activities, support services, follow-up services, and reportable outcomes, as defined by DOL. OEWD will ensure participant data is entered into CISRS at least monthly, by the 10<sup>th</sup> of the following month. OEWD will provide NOVA with a quarterly performance narrative in a format to be provided by NOVA, due to NOVA within 10 days of the end of the quarter. Upon completion of services, OEWD will exit participants and provide complete and accurate participant files to NOVA.

### B. Contractor Responsibilities

NOVA will provide access to its CISRS reporting database and provide OEWD with periodic reports of enrollments and activities, based on data input by OEWD.

## III. PROGRAM COORDINATION

1. The Contractor's employee designated below shall be the Program Manager for Contractor and shall render overall supervision of the progress and performance of this Agreement by Contractor. All services agreed to be performed by Contractor shall be under the overall direction of the Program Manager.
2. Subcontractor shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator,

Subcontractor shall notify Contractor immediately of such occurrence. Subcontractor staff will fully cooperate with Contractor relating to this Agreement.

#### IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

Contractor: Jeanette Langdell, Employment Training Manager  
NOVA  
505 West Olive Ave., Suite 550  
Sunnyvale, CA 94086  
Telephone: (408) 730-7241  
Email: jlangdell@novaworks.org

Subcontractor: Emylene Aspillá, Director of Strategic Initiatives  
Workforce Development Division  
Office of Economic and Workforce Development  
One South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Telephone: (408) 701-4851  
Email: emylene.aspilla@sfgov.org

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

## **SPECIAL PROVISIONS**

### **S1 INSUFFICIENT FUNDING**

In the event that the U.S. Department of Labor fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately.

### **S2 ENTIRE AGREEMENT**

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

### **S3 PROCEDURE TO MODIFY THE AGREEMENT**

Subcontractor shall submit its request for changes in writing to the Contractor's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

### **S4 INDEMNIFICATION**

Subcontractor shall defend, indemnify, and hold harmless Contractor, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subcontractor, or its officers, employees, agents or representatives. Subcontractor further agrees to reimburse Contractor for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subcontractor to be performed under this Agreement or arising from any negligence or willful misconduct of Subcontractor, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subcontractor and Contractor for third-party claims in accordance with applicable provisions of California law. Contractor shall notify Subcontractor of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subcontractor's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subcontractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subcontractor shall not be entitled to any benefits available to employees of Contractor; that Contractor is not required to make any deductions from the compensation payable to Subcontractor under the provisions of this Agreement; that as an independent contractor, Subcontractor thereby holds Contractor harmless from any and all claims that may be made against Contractor based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subcontractor has no authority to act for or on behalf of Contractor other than acting as Subcontractor in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the Contractor and Subcontractor.
- 5.3 All powers not explicitly vested in the Subcontractor by this Agreement remain with the Contractor.
- 5.4 Subcontractor, without additional expense to Contractor, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subcontractor shall be similarly responsible for all damages to persons or property that occur as a result of Subcontractor fault or negligence. Subcontractor shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subcontractor in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by Contractor hereunder constitute or be construed to be a waiver by Contractor of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subcontractor. The making of any such payment shall not prejudice any right or remedy available to Contractor with respect to such breach or default.
- 5.7 In no event shall a waiver by Contractor of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subcontractor shall maintain a written code of standards. The Subcontractor will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subcontractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with Contractor.
- 7.2 All of the services hereunder will be performed by Subcontractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 COPYRIGHTS/RIGHTS TO DATA

- 8.1 If this Agreement is funded in whole or in part by the federal government, Contractor may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property throughout the world in any manner for governmental purposes and to permit others to do so.
- 8.2 Subcontractor agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire." Subcontractor shall enter into a written Agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to Contractor to any work product made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which results directly or indirectly from this Agreement.
- 8.3 All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from Contractor.

S9 PATENT RIGHTS

- 9.1 With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in Subcontractor's scope of work, Contractor hereby grants to Subcontractor a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subcontractor's scope of work, then Subcontractor agrees to assign to Contractor, without additional compensation, all its right, title, and interest in and to such inventions and to assist Contractor in securing United States and foreign patents with respect thereto.

S10 SUBCONTRACTING/ASSIGNMENT

- 10.1 Subcontractor's duties under this Agreement shall not be delegated by Subcontractor nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the Contractor. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by Contractor. Subcontractor shall perform oversight of such third-party subcontractors to ensure compliance with WIA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S11 COMPLAINTS/GRIEVANCES

Subcontractor shall follow the Contractor's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S12 PUBLIC ACCESS TO RECORDS

As a condition of receiving Department of Labor funds, the independent auditor or monitor of the Contractor and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subcontractor which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the DOL statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subcontractor's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S13 INSURANCE AND BONDS

Subcontractor shall procure and maintain insurance for the duration of the contract 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 Subcontractor, its agents, representatives, or employees.

### 13.1 Minimum Scope and Limits of Insurance

Subcontractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### 13.2 Deductibles and Self-Insured Retentions

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

### 13.3 Other Insurance Provisions

The general liability and automobile insurance policies shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subcontractor; products and completed operations of the Subcontractor; premises owned, occupied or used by the Subcontractor; or automobiles owned, leased, hired or borrowed by the Subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subcontractor'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 Subcontractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subcontractor'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.

5. 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.

#### 13.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### 13.5 Verification of Coverage

Subcontractor shall furnish the City of Sunnyvale with an original 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. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subcontractor that meets the above requirements.

#### 13.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of Contractor's officers and employees involved in the performance of the contract.

### S14 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 14.1 Subcontractor shall comply with Administrative Standards & Procedures of 29 CFR Part 95, and as hereafter amended, relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 14.2 Subcontractor shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 14.3 Subcontractor shall submit reports of fiscal data in accordance with Contractor's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by Contractor and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Fiscal records must provide a clear audit trail.
- 14.4 Under this Agreement Subcontractor shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.

- 14.5 Subcontractor shall not be allowed to recover costs incurred before and after the effective dates of this Agreement.
- 14.6 All records pertaining to this Agreement shall be retained for five (5) years from the date of Contractor's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- 14.7 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subcontractor shall return such funds to the Contractor within sixty (60) days of the termination of Agreement.
- 14.8 Subcontractor shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the Subcontractor to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by Contractor; or the funds shall be returned to Contractor. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

**S15 PROPERTY MANAGEMENT**

- 15.1 The Subcontractor shall allow the Contractor to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement.
- 15.2 Subcontractor shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 15.3 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

**S16 NONDISCRIMINATION**

- 16.1 Subcontractor shall comply with the nondiscrimination and equal opportunity provisions of the following laws:
- The federal nondiscrimination requirements referenced in 29 CFR, Part 37.
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

16.2 Subcontractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

S17 RIGHT TO REALLOCATE FUNDS

17.1 Contractor will monitor Subcontractor's expenditures monthly under this Agreement and may reallocate funds in the event Subcontractor is not making adequate progress toward budget goals, per Exhibit D of this Agreement.

17.2 Contractor will provide Subcontractor with no less than ten (10) days written notification of its intent to reallocate funds. Subcontractor shall have opportunity to respond and offer any views and recommendations within the ten (10) day notification period. Contractor is not bound to accept Subcontractor's views and/or recommendations with respect to the intended reallocation.

S18 REPORTS

18.1 Subcontractor shall prepare and submit all required documents and reports as specified by the Contractor. In addition, special reports necessary for program operation and evaluation may be required.

S19 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

19.1 Termination for Convenience

In the event that either the Subcontractor or the Contractor determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subcontractor or Contractor of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subcontractor shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

19.2 Termination for Cause

Contractor may terminate this Agreement when it has determined that Subcontractor has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. Contractor will notify the Subcontractor of such unsatisfactory performance in writing. Subcontractor will have ten (10) days to correct the deficiencies or the Agreement terminates. In the event of such termination, Contractor shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

19.3 Insufficient Funding

Under conditions of reduced funding, the Contractor reserves the right to immediately terminate this Agreement.

S20 SUSPENSION OF FUNDS

Contractor may suspend payments to Subcontractor under the following circumstances:

- 20.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.
- 20.2 Submittal by Subcontractor of reports which are incorrect or incomplete in any substantial and material respect.
- 20.3 Failure of Subcontractor to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S21 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, Contractor may elect not to make a particular payment under this Agreement if:

- 21.1 Subcontractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to Contractor;
- 21.2 There is pending litigation with respect to the performance by Subcontractor of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 21.3 Subcontractor is in default under any provision of this Agreement.

S22 DISPUTES

- 22.1 The Subcontractor agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subcontractor agrees to continue performance unless impasse declared.
- 22.2 Any dispute concerning a question of fact or the resolution of disallowed costs arising under this Agreement which is not settled by informal means shall be decided by the Contractor's Program Manager. A written decision will be mailed or otherwise furnished to the Subcontractor, in accordance with Contractor's procedures.
- 22.3 Subcontractor shall have access to the Contractor's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S23 REIMBURSEMENT FOR FUNDS IMPROPERLY EXPENDED

Subcontractor shall reimburse Contractor for any funds improperly expended by Subcontractor. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by Contractor for payment.

S24 PAYMENT TO SUBCONTRACTOR

Contractor will pay Subcontractor for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subcontractor pursuant to the Agreement during its period of performance.

S25 PROGRAM AGENT POLICIES AND PROCEDURES

- 25.1 Subcontractor shall comply with Contractor's policies and procedures, and any directive or other bulletin issued which clarify or modify Contractor policies and procedures.
- 25.2 If the Subcontractor conducts eligibility determination, subcontractor shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle Contractor to recovery of disallowed costs incurred by any ineligible participant.

S26 COORDINATION WITH PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT

- 26.1 Education Assistance Programs shall include, but not be limited to, Federal and State Programs such as Pell Grant, Supplemental Educational Opportunity Grant, Work Study program, the Perkins loan, the Family Education Loan, Direct Loan Demonstration, Cal Grant C and Board of Governors Grant.
- 26.2 If the Subcontractor is a recipient of Title IV funding, then the Subcontractor shall institute the following procedures: Subcontractor shall report all financial assistance applications, including but not limited to those for Pell grants, and resultant funds received

which cover all or part of the tuition and fees, books and supplies, or trainee support costs relative to all participants enrolled under this Agreement, especially under Title IV of the Higher Education Act. The specific usage of any financial assistance funds must be documented in the participant's training plan and shall be incorporated into this Agreement as appropriate. Any financial assistance funds received by Subcontractor on behalf of participants under this Agreement for the specific purposes of tuition, fees, books, and/or supplies shall be immediately reported to Contractor. If payment for such expenses has already been made by Contractor to Subcontractor, Subcontractor shall reimburse Contractor at the address provided in Section 21, Notices, for the amount of any financial assistance received for the above specific purposes. Participants shall not be required to apply for or access student loans or incur personal debt as a condition of participation.

26.3 Subcontractor shall identify all Title IV monies made available to the participant, and inform the Contractor of the amount and disposition of HEA Title IV awards and other types of financial aid given to each participant.

26.4 If Pell Grants are utilized, the proper mix of DOL funds and Pell resources shall be documented.

26.5 Subcontractor shall demonstrate its capacity for monitoring and providing necessary reports relative to this section as part of the normal monitoring conducted by the Contractor.

## S27 AUDIT REQUIREMENTS

27.1 Non-Federal subrecipients that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A133, section 500, except when they elect to have a program-specific audit conducted in accordance with paragraph (c) section 500. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular A133, section 235. Subrecipient shall submit a copy of its audit report to the Contractor within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a Subcontractor, Subcontractor is not subject to these audit requirements.

## S28 RECEIPT OF ADDITIONAL FUNDS

Subcontractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the Contractor upon receipt of such funds or notification of award of such funds.

S29 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such as action, whether such action is resolved by adjudication, arbitration or settlement.

S30 INCIDENT REPORTING

Subcontractor shall be alert for instances of fraud, abuse, and other criminal activity relative to DOL-funded activities and services. Any such instances detected shall immediately be reported to Contractor's Manager of Job Seeker Services, or in her absence, Contractor's Manager of Business Operations.

S31 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$181,500 as of 1/14), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

S32 CONSULTANTS

For the purposes of this award, fees paid to a consultant shall be limited to \$585 per day without Contractor and Grant Office approval.

### **ASSURANCES AND CERTIFICATIONS**

1. The Subcontractor assures and certifies that it will in performing its responsibilities under the Agreement hereby fully comply with the following regulations and cost principles, including subsequent amendments:

Uniform Administrative Requirements:

- 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations OR
- 29 CFR Part 97, for State, Local, and Indian Tribal Governments

Cost Principles:

- 2 CFR 229 (OMB Circular A-21), for Institutions of Higher Education
- 2 CFR 225 (OMB Circular A-87), for State, Local, and Indian Tribal Governments
- 2 CFR 230 (OMB Circular A-122), for Non-Profit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures

Other Requirements (as applicable):

- 29 CFR Part 96 and 99, Single Audit Act
- 29 CFR Part 93, Lobbying Certification
- 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
- 20 CFR Part 652 et al., Workforce Investment Act
- Workforce Innovation and Opportunity Act (as applicable)
- Wagner-Peyser Act
- Grant Award Document

2. The Subcontractor assures and certifies that it will comply with confidentiality requirements of Training and Employment Guidance Letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), and related state law and regulations requiring the proper disclosure of individually identifiable records. Confidentiality requirements are as follows:

The Contractor and Subcontractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

Subcontractor agrees that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party as to the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- d. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e. If the Subcontractor enters into an Agreement with a third party to provide services, Subcontractor agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor (s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems, and each party shall notify the other of any changes in that designation.

A signed Agreement/contract on file with Contractor constitutes your commitment to uphold these confidentiality requirements.

3. Subcontractor makes the following further assurances and certifications:

- a. Subcontractor certifies, by executing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with 29 CFR part 98, Section 98.510, Participants' Responsibilities.
- b. Subcontractor certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) the dangers of drug abuse in the workplace;
  - (b) the person's or organization's policy of maintaining a drug-free workplace;
  - (c) any available counseling, rehabilitation, and employee assistance programs; and
  - (d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed Agreement:
  - (a) will receive a copy of the Subcontractor's drug-free statement; and
  - (b) will agree to abide by the terms of the Subcontractor's statement as a condition of employment on the Agreement.
- c. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- d. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- e. It will comply with the requirements that no program under the Act involve political activities.
- f. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- g. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- h. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

- i. If the amount of the Agreement exceeds \$100,000, the Subcontractor certifies, to the best of its knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement over \$100,000.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subcontractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- j. Subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- k. If the amount of the Agreement exceeds \$100,000, the Subcontractor agrees to comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, and Environmental Protection Agency regulations (40 CFR part 15).

- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- n. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subcontractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subcontractor to apply for the subgrant shall be provided to the Contractor upon demand.
- o. Appropriate standards for health and safety in work and training situations will be maintained.
- p. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute.
- q. Institutional skill training and training on-the-job shall only be for occupations in which the Contractor has determined there is reasonable expectation for employment.
- r. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- s. No program shall impair existing contracts for services or collective bargaining Agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence

within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.

- t. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- u. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- v. No participant who is engaged in this program may be charged a fee for placement or referral services.
- w. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.

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### **BUDGET**

The Subcontractor will be reimbursed for program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$200,444 for the initial term (through September 30, 2015), in accordance with the following plan, and shall not exceed a total of \$980,000 for the grant term (through October 31, 2018).

Cost Element / Quarter Ending		12/31/14	3/31/15	6/30/15	9/30/15	9/30/15 Total	Grant Total
	Salary & Wages		8,200	8,200	8,400	24,800	104,953
	Fringe Benefits		3,519	3,519	3,605	10,644	45,047
	Travel					-	-
	Supplies					-	-
	Contractual:						
	Job Search/Training			18,000	20,000	38,000	480,000
	Paid Internships				10,000	10,000	100,000
	Direct Participant Costs				2,000	2,000	20,000
	Other:						
	Business Support Functions					-	-
	Rent					-	-
	Computers					-	-
	Other					-	230,000
	Office of Financial Empowerment		100,000		15,000	115,000	
	Total Direct Charges		111,719	29,719	59,005	200,444	980,000
	Indirect Charges		-	-	-	-	-
	Total Costs		\$ 111,719	\$ 29,719	\$ 59,005	\$ 200,444	\$ 980,000

Any changes requested for the budget shall be submitted by written request to the Contractor.

**Accrued expenditures** (not yet paid) must be reported monthly on the Request for Payment.

### **METHOD OF PAYMENT**

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10<sup>th</sup> of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

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**CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT**  
**REQUEST FOR PAYMENT**

1. Subcontractor Name: City of San Francisco, Office of Economic & Workforce Development, Workforce Development Division
2. Mailing Address: One South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103
3. Request Period: From \_\_\_\_\_ to \_\_\_\_\_
4. Payment is requested for the following budget items (attach backup documentation):

Description	Total
a. Salaries and Wages	\$
b. Fringe Benefits	
c. Job Search and Training	
d. Paid Internships	
e. Direct Participant Costs	
f. Office of Financial Empowerment	
g. Total	

5. Current Request \$ \_\_\_\_\_
6. Cumulative Requests \$ \_\_\_\_\_ (NOVA to calculate)
7. Accrued Expenditures (not yet paid): \$ \_\_\_\_\_ (show in documentation)

**CERTIFICATION:**

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

\_\_\_\_\_  
Authorized Signature Title Date

**EMAIL PDF OF THIS FORM AND DOCUMENTATION TO:**  
**Jeanette Langdell, [klangdell@novaworks.org](mailto:klangdell@novaworks.org)**

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**NOVA WORKFORCE SERVICES USE ONLY**

Cash reimbursement for the period \_\_\_\_\_ is recommended in the amount of \$\_\_\_\_\_.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Budget Reference No.: **510447-5242**

Original to:

\_\_\_\_\_ City Clerk  
\_\_\_\_\_ Contractor  
\_\_\_\_\_ Subcontractor

## **AGREEMENT**

**This Agreement** is made on the \_\_\_\_ day of January, 2015 between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "**Contractor**"), on behalf of the NOVA Workforce Board, and the City of San Jose – Office of Economic Development (hereinafter referred to as "**Subcontractor**").

**Whereas**, the Contractor has applied for and been granted funds from the U. S. Department of Labor to provide employment and training services to long-term unemployed individuals; and

**Whereas**, under this Agreement, Subcontractor is participating in the operation of such services; and

**Whereas**, Contractor and Subcontractor are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

**Now, therefore, it is agreed:**

1. Terms and Conditions: Subcontractor agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;
- (d) Budget – Exhibit D;
- (e) Method of Payment – Exhibit E;

- (f) Request for Payment – Exhibit F; and
- (g) Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

2. Term of Agreement: November 1, 2014 through September 30, 2015, with optional annual renewal through October 31, 2018
3. Funding Limit:
  - \$232,007 for the initial term of November 1, 2014 through September 30, 2015
  - \$1,134,128 for the entire term ending October 31, 2018
4. Agreement Number: 002-RTW-15
5. Department of Labor Agreement No.: HG-26666-15-60-A-6

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

**CITY OF SUNNYVALE**

**CITY OF SAN JOSE  
OFFICE OF ECONOMIC  
DEVELOPMENT**

**Contractor**

**Subcontractor**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: **Deanna J. Santana**

NAME: \_\_\_\_\_

TITLE: **City Manager**

TITLE: \_\_\_\_\_

## **PROGRAM DESIGN AND STANDARDS**

### **I. PROGRAM DESIGN**

**A. PROJECT OVERVIEW:** The following is a programmatic description of what will be accomplished during the contract period.

The U. S. Department of Labor has awarded funding to the Contractor (NOVA) to operate a project to provide employment and training services to the region's long-term unemployed (LTU) workers. The funded project, known as the Silicon Valley Ready to Work Initiative, will close the gap between long-term unemployed job seekers, who will be taught to refresh their skills and renew their networks, and tech employers searching for talent. This consortium covers a regional labor market that represents 10 percent of H-1B applications in the nation. The initiative will target technology cluster occupations.

Four local workforce investment areas, including Subcontractor's Workforce Investment Board (work2future), will provide individualized career advising, short-term skills training, contemporary job search skills and career navigation training, paid internships, and specialized support services including networking and financial counseling—leading to rapid reemployment. Training will be conducted through community colleges and other vendors and will result in credentials such as CompTIA's A+, Cisco certifications, Microsoft certifications, Certified Information Systems Security Professional, and Project Management.

Other grant partners include the Silicon Valley Leadership Group and the Bay Area Council. In addition to validating demand for current technology skills, these premier industry associations will convene a forum to discuss best practices relative to hiring LTUs and share results, solicit members to host project participants for short-term paid internships, and promote project graduates for hire in mid- to high-skill technology-focused positions.

### **B. SCOPE OF SERVICES**

Subcontractor is responsible for providing comprehensive services and activities to participants. Services and activities must include but are not limited to the following:

#### ***Outreach and Recruitment***

Subcontractor is responsible for the recruitment of sufficient numbers of eligible individuals to meet its enrollment obligations. All WIB partners will use multiple channels to recruit candidates who will benefit from the technology focus of this grant. Local WIB partnerships with the California EDD will identify individuals who have exhausted unemployment insurance. The Bay Area Community College Consortium, with 28 member colleges, is on board to be a recruitment source for participants. Upwardly Global will refer participants from their long-term unemployed immigrant population. Social media, local meet-up groups, and faith- and community-based job-search groups will also be used for outreach and recruitment.

All WIBs will share their unique successful outreach strategies and program models to enhance the capacity of the entire Silicon Valley region to serve the LTU population.

### ***Assessment Strategy***

Customers will receive services at a local AJC. Subcontractor will ensure that a minimum of **75 percent** of its enrollees will meet the LTU definition<sup>1</sup> at the time of enrollment through review of employer verification of layoff date or work history and/or unemployment insurance documentation.

The first visit will begin with an orientation that includes eligibility determination, an overview of services, and an introduction to a step-by-step job search planning process. Each job seeker will then meet one on one with a career advisor or case manager for assistance with assessment and creation of a customized job search plan. The assessment phase will enable the customer to self-identify where to begin in the job search process, depending on whether they are still adjusting to the emotions of job loss, contemplating career change, or skill training/job ready. Job seekers will also have access to NOVA's MyPlan online job search resource site ([myplan.novaworks.org](http://myplan.novaworks.org)), which strengthens and complements in-person activities. Assessment and service options will be expanded to address the unique needs of the long-term unemployed.

Assessment instruments used at each job center may include Wonderlich, Meyers-Briggs, O\*NET, WorkKeys, and Provelt (specifically for assessing skills competencies), among others, as selected by Subcontractor. The results of each customer's assessments of skills, interests, values, personality, work history, educational background, and skills gaps will be incorporated into their plan and used to determine which of three intervention tracks to tech-related employment are appropriate.

### ***Rapid Reemployment and Training Strategy***

"Refresh your skills, renew your network" is the project focus and defines the necessary ingredients for rapid reemployment. The following strategies include both direct skills training and work-based training opportunities that lead to rapid reemployment. OEWD will use its discretion to determine appropriate classroom and/or work-based training opportunities for project participants. **Cohort training requires prior approval from NOVA.**

#### **Strategy 1: Short-term training that will lead to a skilled job**

Individuals who have tech work experience but lack current skills will receive professional staff assistance to identify employer-informed, job-driven skill enhancements necessary for them to be competitive for employment. They will work with a designated training advisor to

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<sup>1</sup> An individual who has been unemployed for 27 consecutive weeks or more. Included in this definition are individuals who have lost their job during or after the recent recession (12/1/07 on) and have exhausted or nearly exhausted unemployment benefits (if they were eligible to receive such benefits); underemployed individuals who lost their job during or after the recent recession and have obtained only episodic, short-term, or part-time employment but have not yet reconnected with a full-time job commensurate with the individual's level of education, skills, and previous wage or salary earned prior to the individual's loss of permanent employment.

follow a process of career exploration and to identify current trends in hiring, including skills, education, and experience to determine if their current skills are a match. If not a match, they will explore what it takes to close their individual skills gap.

Once necessary skills are identified, customers can choose which training provider offers the short-term, accelerated training that best meets their needs. Training may be provided through the project's training provider partner, the Bay Area Community College Consortium (BACCC), university extensions, or other locally approved vendors. Customers will also participate in workshops and labs to improve their career-navigation skills.

Strategy 2: Training along a career pathway leading to an industry-recognized credential

Enrollees who lack significant skills and/or work experience may need to explore new career options. A second intervention track is for training along a career pathway that leads to an industry-recognized credential. For this region, with great demand for IT staff at all levels, IT certifications are particularly valuable. Job seekers may access IT careers at varying levels, from entry level to expert, depending upon their existing level of experience and aptitudes.

All trainees in Strategies 1 and 2 will receive intensive staff assistance and also work on career navigation skills such as resume development and customization, job search and networking, and interviewing and negotiating.

Skills training in strategies 1 and 2 will be complemented by **earn-and-learn opportunities**, where necessary, in the form of on-the-job training (OJT) with private or nonprofit employers and short-term internships with public, private, or nonprofit employers. These opportunities will provide additional skill training, access to new networks, and an understanding of current work cultures (working in teams, etc.). SVLG and BAC member companies and other interested companies and local public sector employers will be offered grant-funded paid internships ranging from two to six months. Host employers will follow a training plan developed by both WIB and employer staff and provide supervision and mentoring during the internship.

Strategy 3: ProMatch, intensive coaching and other short-term services

Long-term unemployed individuals with a strong career focus and significant work experience will learn to renew their networks and use them in a new way by participating in a nationally recognized, member-driven networking job club called ProMatch. This is a proven model to build connections, promote hope and encouragement, and effectively use program resources for rapid reattachment to the labor market. Regional WIBs may refer professional-level LTUs to NOVA's ProMatch program or customize this model with NOVA's assistance at their own job centers.

***Supportive Services and Specialized Services Strategies***

This project encompasses several reemployment strategies customized to the needs of LTU workers. These include access to supports such as financial counseling, personal interaction with career advising professionals, a customized job-search strategy reflecting the latest

techniques, access to career navigation skills and opportunities, peer-to-peer support, and services specific to older LTUs.

The San Francisco Office of Financial Empowerment (SF-OFE) will provide **financial counseling and education** to appropriate participants in this project. With project funding, SF-OFE will employ a full-time financial counselor specifically trained on the needs of Ready to Work grant clients, provide one-on-one counseling to 250 clients on site at job centers throughout the project region, and track results on savings, credit, and debt.

All enrollees in this grant will have access to **career advising** for guidance, problem solving, and advice about the labor market. All customers will be provided with extensive coaching in **career navigation and networking** using onsite and online workshop content with opportunities for practice in both class-based labs and peer-to-peer settings.

**Digital literacy** is of critical importance in almost all jobs, and long-term unemployed workers may need to brush up on their computer skills to be competitive in today's labor market. All LTU customers will have access to computer classes operated by local education providers.

Customers interested in **entrepreneurship** may participate in workshops to help with the decision to start a business ("Should I Start A Business," "Franchise Options") as well as various entrepreneurship courses at job centers, including courses in business planning, marketing, financial basics, and networking.

Given the large percentage of **older LTU workers**, this project will provide several services to meet their unique needs. Starting with the career assessment process, customers and career advisors will review and realign transferable skills to the current labor market and also consider new ways of working such as contract work or self-employment. Older job seekers will be introduced to new ways of seeking employment, including networking and social media, and learn how to seek out companies more likely to consider them as candidates.

**Other supportive services:** Supportive services to enable customers to participate in the project may include transportation assistance, textbooks and other training supports, assistance with childcare costs, and referrals to resources provided by job center partners, including mental health support.

### ***Job Placement Strategy***

The employers and business associations supporting this proposal are key partners in placement efforts. The Silicon Valley Leadership Group and the Bay Area Council will hold employer forums to identify and address barriers to employment for the long-term unemployed and encourage non-discriminatory hiring practices. They have committed to working with the WIBs to reach out to their members to provide OJT/internship opportunities for trainees, to promote participants for consideration in hiring, and to publicize success stories of those hired. The commitments of SVLG and BAC expand the reach of this project to expose trainees to over 600 Silicon Valley companies.

Upwardly Global (UG), Lawrence Livermore National Lab (LLNL), and acuteIQ are also employer partners. Upwardly Global has member companies who join the UG network to access and hire their highly skilled candidates, who may also be served in this project. LLNL will host project interns and consider successful interns for permanent placement. acuteIQ, a local digital media startup, has a specific interest in hiring older LTU workers into skilled tech positions.

Statistics show that LTUs typically are more experienced workers who get overlooked because of their large gaps in employment. Direct advocacy with employers is a good method to get skilled individuals hired. The WIBs in this project will employ several strategies to directly involve employers with our job seekers, including:

- Partnering with staffing agencies that often represent numerous employer customers in the tech industry (a “try and buy” strategy that benefits LTUs).
- Inviting employers with greater recruitment needs to present and interview on-site at the local job centers.
- Holding on-site sector-focused panels to discuss industries such as advanced manufacturing, biotech, and healthcare.

## B. PROJECT RESULTS:

The following performance goals and outcomes apply to the initial term of this Agreement:

Participant Plan W2F							Year 1 Total	Grant Total
Measures / Quarter Ending Date		12/31/14	3/31/15	6/30/15	9/30/15			
1	Total participants served	0	15	25	25	65	310	
1a	Long-term unemployed		13	21	21	55	264	
1b	Other unemployed		2	4	4	10	41	
2	Total participants enrolled in education/training activities		5	20	20	45	200	
3	Total participants completing education / training activities		4	16	16	36	160	
4	Total participants who complete education / training activities AND receive a degree or other credential		4	16	16	36	160	
5	Total number of unemployed participants who obtain employment		9	15	16	40	202	
6	Average wage that participants will earn at placement		\$30	\$30	\$30	\$30		

Subcontractor shall endeavor to meet the goals to the best of its ability. Contractor shall review progress toward goals on a regular basis, and inadequate progress may result in reduced funding and/or the termination of this Agreement, as specified in Special Provisions Section 17.

Contractor will perform ongoing fiscal and performance monitoring of Subcontractor during the term of this Agreement. Any items noted for corrective action must be addressed on a timely basis. Contractor will provide ongoing technical assistance as necessary to accomplish the goals of this project. An in-depth performance and fiscal review will be performed near the end of the initial agreement term in preparation for contract renewal.

**This Agreement may be renewed on an annual basis through October 31, 2018, dependent on successful performance.**

## II. REPORTING AND DATA COLLECTION REQUIREMENTS

### A. Subcontractor Responsibilities

OEWD will use NOVA's reporting database (CISRS) to input all participant activities, as required by DOL. For each participant, this includes enrollment, job search and training activities, support services, follow-up services, and reportable outcomes, as defined by DOL. OEWD will ensure participant data is entered into CISRS at least monthly, by the 10<sup>th</sup> of the following month. OEWD will provide NOVA with a quarterly performance narrative in a format to be provided by NOVA, due to NOVA within 10 days of the end of the quarter. Upon completion of services, OEWD will exit participants and provide complete and accurate participant files to NOVA.

### B. Contractor Responsibilities

NOVA will provide access to its CISRS reporting database and provide OEWD with periodic reports of enrollments and activities, based on data input by OEWD.

## III. PROGRAM COORDINATION

1. The Contractor's employee designated below shall be the Program Manager for Contractor and shall render overall supervision of the progress and performance of this Agreement by Contractor. All services agreed to be performed by Contractor shall be under the overall direction of the Program Manager.
2. Subcontractor shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subcontractor shall notify Contractor immediately of such occurrence. Subcontractor staff will fully cooperate with Contractor relating to this Agreement.

#### IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

Contractor: Jeanette Langdell, Employment Training Manager  
NOVA  
505 West Olive Ave., Suite 550  
Sunnyvale, CA 94086  
Telephone: (408) 730-7241  
Email: jlangdell@novaworks.org

Subcontractor: Christopher Donnelly, Director of Operations  
work2future Workforce Investment Board  
5730 Chambertin Drive  
San Jose, CA 95118  
Telephone: (408) 794-1200  
Email: pcastro@acgov.org

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

## **SPECIAL PROVISIONS**

### **S1 INSUFFICIENT FUNDING**

In the event that the U.S. Department of Labor fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately.

### **S2 ENTIRE AGREEMENT**

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

### **S3 PROCEDURE TO MODIFY THE AGREEMENT**

Subcontractor shall submit its request for changes in writing to the Contractor's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

### **S4 INDEMNIFICATION**

Subcontractor shall defend, indemnify, and hold harmless Contractor, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subcontractor, or its officers, employees, agents or representatives. Subcontractor further agrees to reimburse Contractor for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subcontractor to be performed under this Agreement or arising from any negligence or willful misconduct of Subcontractor, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subcontractor and Contractor for third-party claims in accordance with applicable provisions of California law. Contractor shall notify Subcontractor of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subcontractor's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subcontractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subcontractor shall not be entitled to any benefits available to employees of Contractor; that Contractor is not required to make any deductions from the compensation payable to Subcontractor under the provisions of this Agreement; that as an independent contractor, Subcontractor thereby holds Contractor harmless from any and all claims that may be made against Contractor based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subcontractor has no authority to act for or on behalf of Contractor other than acting as Subcontractor in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the Contractor and Subcontractor.
- 5.3 All powers not explicitly vested in the Subcontractor by this Agreement remain with the Contractor.
- 5.4 Subcontractor, without additional expense to Contractor, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subcontractor shall be similarly responsible for all damages to persons or property that occur as a result of Subcontractor fault or negligence. Subcontractor shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subcontractor in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by Contractor hereunder constitute or be construed to be a waiver by Contractor of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subcontractor. The making of any such payment shall not prejudice any right or remedy available to Contractor with respect to such breach or default.
- 5.7 In no event shall a waiver by Contractor of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subcontractor shall maintain a written code of standards. The Subcontractor will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subcontractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with Contractor.
- 7.2 All of the services hereunder will be performed by Subcontractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 COPYRIGHTS/RIGHTS TO DATA

- 8.1 If this Agreement is funded in whole or in part by the federal government, Contractor may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property throughout the world in any manner for governmental purposes and to permit others to do so.
- 8.2 Subcontractor agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire." Subcontractor shall enter into a written Agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to Contractor to any work product made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which results directly or indirectly from this Agreement.
- 8.3 All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subcontractor or Contractor and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from Contractor.

S9 PATENT RIGHTS

- 9.1 With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in Subcontractor's scope of work, Contractor hereby grants to Subcontractor a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subcontractor's scope of work, then Subcontractor agrees to assign to Contractor, without additional compensation, all its right, title, and interest in and to such inventions and to assist Contractor in securing United States and foreign patents with respect thereto.

S10 SUBCONTRACTING/ASSIGNMENT

- 10.1 Subcontractor's duties under this Agreement shall not be delegated by Subcontractor nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the Contractor. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by Contractor. Subcontractor shall perform oversight of such third-party subcontractors to ensure compliance with WIA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S11 COMPLAINTS/GRIEVANCES

Subcontractor shall follow the Contractor's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S12 PUBLIC ACCESS TO RECORDS

As a condition of receiving Department of Labor funds, the independent auditor or monitor of the Contractor and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subcontractor which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the DOL statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subcontractor's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S13 INSURANCE AND BONDS

Subcontractor shall procure and maintain insurance for the duration of the contract 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 Subcontractor, its agents, representatives, or employees.

### 13.1 Minimum Scope and Limits of Insurance

Subcontractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### 13.2 Deductibles and Self-Insured Retentions

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

### 13.3 Other Insurance Provisions

The general liability and automobile insurance policies shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subcontractor; products and completed operations of the Subcontractor; premises owned, occupied or used by the Subcontractor; or automobiles owned, leased, hired or borrowed by the Subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subcontractor'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 Subcontractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subcontractor'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.

5. 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.

#### 13.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### 13.5 Verification of Coverage

Subcontractor shall furnish the City of Sunnyvale with an original 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. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subcontractor that meets the above requirements.

#### 13.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of Contractor's officers and employees involved in the performance of the contract.

### S14 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 14.1 Subcontractor shall comply with Administrative Standards & Procedures of 29 CFR Part 95, and as hereafter amended, relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 14.2 Subcontractor shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 14.3 Subcontractor shall submit reports of fiscal data in accordance with Contractor's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by Contractor and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Fiscal records must provide a clear audit trail.
- 14.4 Under this Agreement Subcontractor shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.

- 14.5 Subcontractor shall not be allowed to recover costs incurred before and after the effective dates of this Agreement.
- 14.6 All records pertaining to this Agreement shall be retained for five (5) years from the date of Contractor's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- 14.7 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subcontractor shall return such funds to the Contractor within sixty (60) days of the termination of Agreement.
- 14.8 Subcontractor shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the Subcontractor to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by Contractor; or the funds shall be returned to Contractor. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

**S15 PROPERTY MANAGEMENT**

- 15.1 The Subcontractor shall allow the Contractor to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement.
- 15.2 Subcontractor shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 15.3 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

**S16 NONDISCRIMINATION**

- 16.1 Subcontractor shall comply with the nondiscrimination and equal opportunity provisions of the following laws:
- The federal nondiscrimination requirements referenced in 29 CFR, Part 37.
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

16.2 Subcontractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

S17 RIGHT TO REALLOCATE FUNDS

17.1 Contractor will monitor Subcontractor's expenditures monthly under this Agreement and may reallocate funds in the event Subcontractor is not making adequate progress toward budget goals, per Exhibit D of this Agreement.

17.2 Contractor will provide Subcontractor with no less than ten (10) days written notification of its intent to reallocate funds. Subcontractor shall have opportunity to respond and offer any views and recommendations within the ten (10) day notification period. Contractor is not bound to accept Subcontractor's views and/or recommendations with respect to the intended reallocation.

S18 REPORTS

18.1 Subcontractor shall prepare and submit all required documents and reports as specified by the Contractor. In addition, special reports necessary for program operation and evaluation may be required.

S19 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

19.1 Termination for Convenience

In the event that either the Subcontractor or the Contractor determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subcontractor or Contractor of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subcontractor shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

19.2 Termination for Cause

Contractor may terminate this Agreement when it has determined that Subcontractor has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. Contractor will notify the Subcontractor of such unsatisfactory performance in writing. Subcontractor will have ten (10) days to correct the deficiencies or the Agreement terminates. In the event of such termination, Contractor shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

19.3 Insufficient Funding

Under conditions of reduced funding, the Contractor reserves the right to immediately terminate this Agreement.

S20 SUSPENSION OF FUNDS

Contractor may suspend payments to Subcontractor under the following circumstances:

- 20.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.
- 20.2 Submittal by Subcontractor of reports which are incorrect or incomplete in any substantial and material respect.
- 20.3 Failure of Subcontractor to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S21 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, Contractor may elect not to make a particular payment under this Agreement if:

- 21.1 Subcontractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to Contractor;
- 21.2 There is pending litigation with respect to the performance by Subcontractor of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 21.3 Subcontractor is in default under any provision of this Agreement.

S22 DISPUTES

- 22.1 The Subcontractor agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subcontractor agrees to continue performance unless impasse declared.
- 22.2 Any dispute concerning a question of fact or the resolution of disallowed costs arising under this Agreement which is not settled by informal means shall be decided by the Contractor's Program Manager. A written decision will be mailed or otherwise furnished to the Subcontractor, in accordance with Contractor's procedures.
- 22.3 Subcontractor shall have access to the Contractor's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S23 REIMBURSEMENT FOR FUNDS IMPROPERLY EXPENDED

Subcontractor shall reimburse Contractor for any funds improperly expended by Subcontractor. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by Contractor for payment.

S24 PAYMENT TO SUBCONTRACTOR

Contractor will pay Subcontractor for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subcontractor pursuant to the Agreement during its period of performance.

S25 PROGRAM AGENT POLICIES AND PROCEDURES

- 25.1 Subcontractor shall comply with Contractor's policies and procedures, and any directive or other bulletin issued which clarify or modify Contractor policies and procedures.
- 25.2 If the Subcontractor conducts eligibility determination, subcontractor shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle Contractor to recovery of disallowed costs incurred by any ineligible participant.

S26 COORDINATION WITH PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT

- 26.1 Education Assistance Programs shall include, but not be limited to, Federal and State Programs such as Pell Grant, Supplemental Educational Opportunity Grant, Work Study program, the Perkins loan, the Family Education Loan, Direct Loan Demonstration, Cal Grant C and Board of Governors Grant.
- 26.2 If the Subcontractor is a recipient of Title IV funding, then the Subcontractor shall institute the following procedures: Subcontractor shall report all financial assistance applications, including but not limited to those for Pell grants, and resultant funds received

which cover all or part of the tuition and fees, books and supplies, or trainee support costs relative to all participants enrolled under this Agreement, especially under Title IV of the Higher Education Act. The specific usage of any financial assistance funds must be documented in the participant's training plan and shall be incorporated into this Agreement as appropriate. Any financial assistance funds received by Subcontractor on behalf of participants under this Agreement for the specific purposes of tuition, fees, books, and/or supplies shall be immediately reported to Contractor. If payment for such expenses has already been made by Contractor to Subcontractor, Subcontractor shall reimburse Contractor at the address provided in Section 21, Notices, for the amount of any financial assistance received for the above specific purposes. Participants shall not be required to apply for or access student loans or incur personal debt as a condition of participation.

26.3 Subcontractor shall identify all Title IV monies made available to the participant, and inform the Contractor of the amount and disposition of HEA Title IV awards and other types of financial aid given to each participant.

26.4 If Pell Grants are utilized, the proper mix of DOL funds and Pell resources shall be documented.

26.5 Subcontractor shall demonstrate its capacity for monitoring and providing necessary reports relative to this section as part of the normal monitoring conducted by the Contractor.

## S27 AUDIT REQUIREMENTS

27.1 Non-Federal subrecipients that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A133, section 500, except when they elect to have a program-specific audit conducted in accordance with paragraph (c) section 500. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular A133, section 235. Subrecipient shall submit a copy of its audit report to the Contractor within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a Subcontractor, Subcontractor is not subject to these audit requirements.

## S28 RECEIPT OF ADDITIONAL FUNDS

Subcontractor shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the Contractor upon receipt of such funds or notification of award of such funds.

S29 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such as action, whether such action is resolved by adjudication, arbitration or settlement.

S30 INCIDENT REPORTING

Subcontractor shall be alert for instances of fraud, abuse, and other criminal activity relative to DOL-funded activities and services. Any such instances detected shall immediately be reported to Contractor's Manager of Job Seeker Services, or in her absence, Contractor's Manager of Business Operations.

S31 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$181,500 as of 1/14), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

S32 CONSULTANTS

For the purposes of this award, fees paid to a consultant shall be limited to \$585 per day without Contractor and Grant Office approval.

### **ASSURANCES AND CERTIFICATIONS**

1. The Subcontractor assures and certifies that it will in performing its responsibilities under the Agreement hereby fully comply with the following regulations and cost principles, including subsequent amendments:

Uniform Administrative Requirements:

- 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations OR
- 29 CFR Part 97, for State, Local, and Indian Tribal Governments

Cost Principles:

- 2 CFR 229 (OMB Circular A-21), for Institutions of Higher Education
- 2 CFR 225 (OMB Circular A-87), for State, Local, and Indian Tribal Governments
- 2 CFR 230 (OMB Circular A-122), for Non-Profit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures

Other Requirements (as applicable):

- 29 CFR Part 96 and 99, Single Audit Act
- 29 CFR Part 93, Lobbying Certification
- 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
- 20 CFR Part 652 et al., Workforce Investment Act
- Workforce Innovation and Opportunity Act (as applicable)
- Wagner-Peyser Act
- Grant Award Document

2. The Subcontractor assures and certifies that it will comply with confidentiality requirements of Training and Employment Guidance Letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), and related state law and regulations requiring the proper disclosure of individually identifiable records. Confidentiality requirements are as follows:

The Contractor and Subcontractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

Subcontractor agrees that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party as to the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- d. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e. If the Subcontractor enters into an Agreement with a third party to provide services, Subcontractor agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor (s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems, and each party shall notify the other of any changes in that designation.

A signed Agreement/contract on file with Contractor constitutes your commitment to uphold these confidentiality requirements.

3. Subcontractor makes the following further assurances and certifications:

- a. Subcontractor certifies, by executing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with 29 CFR part 98, Section 98.510, Participants' Responsibilities.
- b. Subcontractor certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) the dangers of drug abuse in the workplace;
  - (b) the person's or organization's policy of maintaining a drug-free workplace;
  - (c) any available counseling, rehabilitation, and employee assistance programs; and
  - (d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed Agreement:
  - (a) will receive a copy of the Subcontractor's drug-free statement; and
  - (b) will agree to abide by the terms of the Subcontractor's statement as a condition of employment on the Agreement.
- c. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- d. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- e. It will comply with the requirements that no program under the Act involve political activities.
- f. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- g. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- h. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

- i. If the amount of the Agreement exceeds \$100,000, the Subcontractor certifies, to the best of its knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement over \$100,000.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subcontractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- j. Subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- k. If the amount of the Agreement exceeds \$100,000, the Subcontractor agrees to comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, and Environmental Protection Agency regulations (40 CFR part 15).

- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- n. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subcontractor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subcontractor to apply for the subgrant shall be provided to the Contractor upon demand.
- o. Appropriate standards for health and safety in work and training situations will be maintained.
- p. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute.
- q. Institutional skill training and training on-the-job shall only be for occupations in which the Contractor has determined there is reasonable expectation for employment.
- r. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- s. No program shall impair existing contracts for services or collective bargaining Agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence

within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.

- t. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- u. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- v. No participant who is engaged in this program may be charged a fee for placement or referral services.
- w. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.

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### **BUDGET**

The Subcontractor will be reimbursed for program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$232,007 for the initial term (through September 30, 2015), in accordance with the following plan, and shall not exceed a total of \$1,134,128 for the grant term (through October 31, 2018).

Cost Element / Quarter Ending Date		12/31/14	3/31/15	6/30/15	9/30/15	Total 9/30/15	Total Grant
	Salary & Wages		14,500	14,500	14,500	43,500	157,500
	Fringe Benefits		3,687	3,687	2,688	10,062	60,750
	Travel		100	100	100	300	2,000
	Supplies	100	300	300	300	1,000	5,000
	Contractual:						
	Tuition		12,500	50,000	50,000	112,500	500,000
	Paid Internships		8,000	12,000	14,620	34,620	238,878
	Direct Participant Costs		1,125	4,500	4,500	10,125	46,500
	Other:						
	Business Support Functions		267	266	267	800	4,000
	Rent	150	350	350	350	1,200	7,500
	Computers					-	-
	Other		300	300	300	900	12,000
	Total Direct Charges	250	41,129	86,003	87,625	215,007	1,034,128
	Indirect Charges	1,250	5,250	5,250	5,250	17,000	100,000
	Total Costs	\$1,500	\$46,379	\$91,253	\$92,875	\$232,007	\$1,134,128

Any changes requested for the budget shall be submitted by written request to the Contractor.

**Accrued expenditures** (not yet paid) must be reported monthly on the Request for Payment.

### **METHOD OF PAYMENT**

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10<sup>th</sup> of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

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**CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT**  
**REQUEST FOR PAYMENT**

1. Subcontractor Name: **City of San Jose, Office of Economic Development, work2future**
2. Mailing Address: 5730 Chambertin Drive  
San Jose, CA 95118
3. Request Period: From \_\_\_\_\_ to \_\_\_\_\_
4. Payment is requested for the following budget items (attach backup documentation):

Description	Total
a. Salary and Wages	\$
b. Fringe Benefits	
c. Travel	
d. Supplies	
e. Tuition	
f. Paid Internships	
g. Direct Participant Costs	
h. Business Support / Rent / Other	
i. Indirect Costs	
j. Total	

5. **Current Request** \$ \_\_\_\_\_
6. Cumulative Requests \$ \_\_\_\_\_ (NOVA to calculate)
7. Accrued Expenditures (not yet paid): \$ \_\_\_\_\_ (show in documentation)

**CERTIFICATION:**

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

\_\_\_\_\_  
Authorized Signature Title Date

**EMAIL PDF OF THIS FORM AND DOCUMENTATION TO:**  
**Jeanette Langdell, [jiangdell@novaworks.org](mailto:jiangdell@novaworks.org)**

**NOVA WORKFORCE SERVICES USE ONLY**

Cash reimbursement for the period \_\_\_\_\_ is recommended in the amount of \$ \_\_\_\_\_.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Budget Reference No.: **510447-5242**



# City of Sunnyvale

## Agenda Item

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15-0001

Agenda Date: 1/6/2015

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### REPORT TO COUNCIL

#### SUBJECT

Select Vice Mayor for 2015

#### DISCUSSION

City Charter and Council Policy require the City Council to designate one of its members annually to serve as Vice Mayor for a one-year term. Selection of the Vice Mayor must be acted upon each year at the first regular meeting in January. The Vice Mayor performs the duties of the Mayor during the Mayor's absence or disability, and serves at the pleasure of the Council.

The Vice Mayor is selected annually following the procedures set forth in Council Policy 7.3.10 (Attachment 2). In accordance with that policy, a study session was held on December 16, 2014 to allow Councilmembers the opportunity to express interest in the position of Vice Mayor.

#### EXISTING POLICY

City Charter Section 606. Vice Mayor (Attachment 1)  
Council Policy 7.3.10. Mayor and Vice Mayor Selection

#### ENVIRONMENTAL REVIEW

N/A

#### FISCAL IMPACT

N/A

#### 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.

#### STAFF RECOMMENDATION

Select a member of the Council to serve as Vice Mayor for the one-year term of calendar year 2015 and until a successor is selected.

Prepared by: Kathleen Franco Simmons, City Clerk  
Reviewed by: Robert Walker, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. City Charter Section 606. Vice Mayor

2. Council Policy 7.3.10 Mayor and Vice Mayor Selection

Sunnyvale Municipal Code								
<a href="#">Up</a>	<a href="#">Previous</a>	<a href="#">Next</a>	<a href="#">Main</a>		<a href="#">Search</a>	<a href="#">Print</a>	<a href="#">No Frames</a>	
<a href="#">CHARTER OF THE CITY OF SUNNYVALE</a> <a href="#">Article VI The Council</a>								

## Section 606. Vice Mayor.

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At the first regular meeting in January, at which the City Council shall certify the election results, following each General Municipal Election, and the first regular meeting in January in odd-numbered years, the City Council shall also designate one of its members as Vice Mayor. The Vice Mayor shall perform the duties of the Mayor during his/her absence or disability. (Amended effective December 31, 1975, December 21, 1976, December 23, 1982, November 30, 1995 and November 28, 2007: previously Section 705)

**Policy 7.3.10 Mayor and Vice Mayor Selection**

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**POLICY PURPOSE:**

Section 605 of the City Charter provides that the City Council shall select one of its members to be presiding officer and have the title of Mayor. The Mayor can be removed by super majority (five) votes of the Council. Further, the Charter provides that the Council shall select a Vice Mayor to serve in the absence of the Mayor. The Vice Mayor serves at the pleasure of the Council. The Charter does not specify the method of selection. Section 613 of the Charter provides that the Council shall establish rules of conduct of its proceedings. This policy specifies the time and method of Mayor and Vice Mayor selection. It is intended to supplement Sections 605, 606, and 613 of the City Charter and in no way conflict with those provisions.

**POLICY STATEMENT:**

The City Charter provides the terms of office and certain procedural requirements for the selection and removal of the Mayor, and these Charter provisions are incorporated into this policy. The City Council recognizes the need to establish a term of office for the position of Vice Mayor as well as an orderly process of selection of both positions.

1. Terms of Office. The Mayor shall have a two year term of office, with the term of office beginning with the meeting at which a general municipal election is certified (typically in January of even numbered years) and shall serve until a successor is selected.

The Vice Mayor shall serve a one year term with the term beginning concurrently with the Mayor and shall serve until a successor is selected. Should the Mayor and/or Vice Mayor's office become vacant during a term for whatever reason (i.e. resignation, death, disability, Council vote), the Councilmember selected to fill the vacancy shall serve the remainder of the unexpired term.

2. Agenda for Selection of Mayor and Vice Mayor
  - A. Between Election Day and the first meeting in January, Council shall schedule a study session during which the Councilmembers and Councilmembers-elect shall have the opportunity to express interest in the positions of Mayor and Vice Mayor.
  - B. At the first regular meeting in January of even-numbered years, the City Council shall certify the election results following each General Municipal Election.
  - C. The certification of the election results shall directly follow approval of minutes as a Special Order of the Day.
  - D. After results are certified, Councilmembers leaving office shall be excused and newly elected members shall be seated.
  - E. The next item of business shall be selection of the Mayor and Vice Mayor.
  - F. The selection of Mayor shall precede the selection of Vice Mayor, except in the case where only the Vice Mayor office is vacant.

## COUNCIL POLICY MANUAL

### 3. Presiding Officer

A. The officer presiding over the selection process shall serve as Mayor Pro Tempore and preside over Council meetings until a Mayor is selected.

B. The individual functioning as presiding officer for the selection of Mayor shall be in the following order:

(I) The incumbent Mayor if still on the Council.

(II) The incumbent Vice Mayor if still on the Council.

(III) The Councilmember with the longest period of continuous service.

Should there be two members of equal length of service, a drawing conducted by the City Clerk prior to the meeting shall be used to determine the presiding officer.

C. The newly selected Mayor shall preside over the selection of the Vice Mayor.

### 4. Nomination and Selection Process for Mayor.

A. Councilmembers shall select a Mayor who best exhibits the following criteria:

(I) Leadership. The candidate has a vision for the City and clearly defined goals that other Councilmembers support. The candidate recognizes Sunnyvale's role in regional issues as well.

(II) Executive skills. The candidate can run public hearings efficiently so that as many members of the public as possible are able to provide input on Council decisions. The candidate delegates tasks appropriately to the Vice Mayor, to subcommittees, and to Councilmembers. The candidate works well with city staff but does not take direction from staff.

(III) Integrity. The candidate maintains the highest possible ethical standards, works well with all Councilmembers, has the courage to take an unpopular position if it is best for the City, rises above petty disputes, remains calm in a crisis, and seeks recognition for the City more than personal acclaim.

(IV) Commitment. The candidate is willing and able to devote sufficient time to the role of Mayor in order to perform it properly, is supportive of the community and is supported by the community. The candidate's past actions have been for the City's benefit rather than being self-serving.

B. Nominations:

The Mayor Pro Tempore shall ask the Council for nominations for the position of the new Mayor. Any of the other Councilmembers may nominate someone other than himself or herself (including the incumbent or the Mayor Pro Tempore) for the position. The Mayor Pro Tempore shall ask each nominated Councilmember if he or she is willing to serve before declaring that person nominated. If there are no nominations, the Mayor Pro Tempore may make a nomination. When it

## COUNCIL POLICY MANUAL

appears that no further nominations will be made, the Mayor Pro Tempore shall announce that the nominations are closed.

### C. Candidate Statements

If more than one Councilmember has been nominated, the Mayor Pro Tempore shall allow each nominated candidate to speak briefly on his or own behalf. Nominees shall speak in the order in which they were nominated.

### D. Voting:

All Councilmembers are strongly urged to be present for this vote. If for some reason a Councilmember cannot be present, they will be allowed to teleconference and vote, as prescribed below, and to voice their opinion in regards to the candidate.

#### (I) Only One Candidate

If only one Councilmember has been nominated, the Mayor Pro Tempore shall declare that individual to be elected Mayor by unanimous consent.

#### (II) More than One Candidate

- (a) Votes will be taken by electronic vote unless a Councilmember participates via teleconference, in which case all votes will be taken by roll call vote. The order of roll call vote shall be determined by random drawing by the City Attorney. Councilmembers calling in will state their vote according to the order determined by random drawing.
- (b) Each Councilmember is entitled to vote for only one candidate. If more than one Councilmember has been nominated, the Mayor shall call for a vote of the first one nominated. If that candidate has received four or more votes, the Mayor shall declare that candidate elected and the voting concluded. If not, the Mayor shall call for a vote for the second candidate in the same manner. The candidate receiving four or more votes shall be declared the Mayor.
- (c) In the case of a tie, a vote shall be held among all seven Councilmembers to break the tie. For example, in the case of three candidates, if candidate A gets three votes, candidate B gets two votes, and candidate C gets two votes, all seven Councilmember vote on Candidates B and C. If candidate C gets the most votes, the final vote will be held between Candidates A and C.
- (d) The election process shall continue until one candidate has at least four votes and is declared to be elected.
- (e) When the City Clerk announces the result of the voting, the incumbent Mayor, if not reelected, shall relinquish the chair, and the newly-elected Mayor shall preside over the remainder of the meeting, including the election of the new Vice Mayor, unless a teleconferencing Councilmember is newly-elected, in which case

## COUNCIL POLICY MANUAL

the Mayor Pro Tempore shall continue to preside for the remainder of the meeting.

### E. Public Record for Ballots Cast

The City Clerk shall announce all votes cast by each Councilmember for the record. The votes of each Councilmember shall be included in the minutes of the meeting.

### 5. Nomination and Selection Process for Vice Mayor.

The Vice Mayor election shall be carried out in the same manner as the election of the Mayor, with two exceptions:

- A new Vice Mayor shall be elected every year.
- The incumbent Mayor, whether newly seated or halfway through a two-year term, is ineligible to be nominated as Vice Mayor.

### 6. Mid-Term Vacancies.

If either position becomes vacant during the course of the Mayor or Vice Mayor's term, the City Clerk shall place an agenda item to select a new Mayor or Vice Mayor on the agenda of the meeting when such vacancy is declared to exist. The Mayor or Vice Mayor, whoever is appropriate, shall preside over the selection.

(Adopted: RTC 81-602 (10/6/1981); Amended: 87-593 (11/10/1987), 95-165 (5/16/1995), 96-041 (2/27/1996); (Clerical/clarity update, Policy Update Project 7/2005); New Policy Adopted 12/11/2007; Amended 4/27/2010)

Lead Department: Office of the City Manager



# City of Sunnyvale

## Agenda Item

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15-0002

Agenda Date: 1/6/2015

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### REPORT TO COUNCIL

#### SUBJECT

Approve the 2015 City Council Meeting Calendar

#### DISCUSSION

The proposed 2015 City Council Meeting Calendar is provided in Attachment 1 for Council consideration and approval.

The Meeting Calendar is a list of proposed Council Meeting dates and does not include specific agenda items. Agenda items will be listed on the Tentative Council Meeting Agenda Council (TCMAC) once approved and scheduled by the Mayor, the City Manager, and/or the majority of Council.

Many agenda items will be added following Council's January 30, 2015 Study/Budget Issues Workshop.

#### ENVIRONMENTAL REVIEW

N/A

#### 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.

#### RECOMMENDATION

Approve the 2015 City Council Meeting dates as submitted.

Prepared by: Kathleen Franco Simmons, City Clerk

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. Draft City Council Meeting Calendar 1/1/2015 - 2/29/2016

**DRAFT City Council Meeting Calendar 1/1/2015 - 2/29/2016**

Month, Year	Date	Day and Time	Meeting Type
<b>January, 2015</b>	1/6/2015	Tue - 7:00 PM	Regular Meeting
	1/13/2015	Tue - 7:00 PM	Regular Meeting
	1/19/2015		City Offices closed in observance of Martin Luther King Holiday
	1/30/2015	Fri - 8:30 AM	Special Meeting - Study/Budget Issues Workshop
<b>February, 2015</b>	2/10/2015	Tue - 7:00 PM	Regular Meeting
	2/16/2016		City Offices closed in observance of President's Day Holiday
	2/24/2015	Tue - 7:00 PM	Regular Meeting
<b>March, 2015</b>	3/17/2015	Tue - 7:00 PM	Regular Meeting
	3/24/2015	Tue - 7:00 PM	Regular Meeting
<b>April, 2015</b>	4/7/2015	Tue - 7:00 PM	Regular Meeting
	4/28/2015	Tue - 7:00 PM	Regular Meeting
<b>May, 2015</b>	5/5/2015	Tue - 7:00 PM	Regular Meeting
	5/12/2015	Tue - 6:00 PM	Special Meeting - Board/Commission Interviews
	5/13/2015	Wed - 6:00 PM	Special Meeting - Board/Commission Interviews
	5/19/2015	Tue - 7:00 PM	Regular Meeting
	5/21/2015	Thu - 8:30 AM	Special Meeting - Budget Workshop
	5/25/2015		City Offices closed in observance of Memorial Day Holiday
<b>June, 2015</b>	6/9/2015	Tue - 7:00 PM	Regular Meeting
	6/23/2015	Tue - 7:00 PM	Regular Meeting
7/3/2015			City Offices closed in observance of 4th of July Holiday
<b>July, 2015</b>	7/14/2015	Tue - 7:00 PM	Regular Meeting
	7/28/2015	Tue - 7:00 PM	Regular Meeting
<b>August, 2015</b>	8/11/2015	Tue - 7:00 PM	Regular Meeting
	*8/18/2015	Tue - 7:00 PM	Regular Meeting (*TBD - use only if necessary)
	8/25/2015	Tue - 7:00 PM	Regular Meeting
9/7/2015			City Offices closed in observance of Labor Day Holiday
<b>September, 2015</b>	9/15/2015	Tue - 7:00 PM	Regular Meeting
	*9/22/2015	Tue - 7:00 PM	Regular Meeting (*TBD - use only if necessary)
	9/29/2015	Tue - 7:00 PM	Regular Meeting
<b>October, 2015</b>	*10/6/2015	Tue - 7:00 PM	Regular Meeting (*TBD - use only if necessary)
	10/13/2015	Tue - 7:00 PM	Regular Meeting
	10/27/2015	Tue - 7:00 PM	Regular Meeting
<b>November, 2015</b>	11/10/2015	Tue - 7:00 PM	Regular Meeting
	11/17/2015	Tue - 7:00 PM	Regular Meeting
11/26-11/27/2015			City Offices closed in observance of Thanksgiving Holiday
<b>December, 2015</b>	12/1/2015	Tue - 7:00 PM	Regular Meeting
	12/15/2015	Tue - 7:00 PM	Regular Meeting
12/24-12/25/2015			City Offices closed
12/31/2015-1/1/2016			City Offices closed in observance of New Years Holiday
<b>January, 2016</b>	1/5/2016	Tue - 7:00 PM	Regular Meeting
	1/12/2016	Tue - 7:00 PM	Regular Meeting
1/18/2016			City Offices closed in observance of Martin Luther King Holiday
	1/29/2016	Fri - 8:30 AM	Special Meeting - Study/Budget Issues Workshop
<b>February, 2016</b>	2/9/2016	Tue - 7:00 PM	Regular Meeting
	2/15/2016		City Offices closed in observance of President's Day Holiday
	2/23/2016	Tue - 7:00 PM	Regular Meeting

January and February 2015 approved by Council 1/6/2014;  
 March 2015 through February 2016 pending approval by Council 1/6/2015



# City of Sunnyvale

## Agenda Item

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15-0003

Agenda Date: 1/6/2015

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### REPORT TO COUNCIL

#### SUBJECT

Annual Public Hearing - Discussion of Potential Council Study Issues and Budget Issues for Calendar Year 2015

#### BACKGROUND

Council typically reviews all study and budget issues once a year at the Annual Public Hearing which provides the opportunity for members of the public to comment on proposed issues for study or budget consideration, and/or to suggest potential new issues. The purpose of the January 6 meeting is to receive that public testimony.

On January 30, 2015, Council will conduct a workshop devoted to a review of all proposed study and budget issues. At the workshop, Council will rank study issues for completion during 2015 and will identify budget issues to be forwarded to the City Manager for consideration in the FY 2015/16 budget. A **study issue** is a topic of concern that can result in a new City policy or a revision to an existing policy. A **budget issue** represents a new City service or a change in the level of an existing City service (including possible elimination).

#### **Study and Budget Issues Process**

The study issues process provides a method for identifying, prioritizing and analyzing policy issues important to the community. It provides a structured approach for addressing the large number of issues that are raised each year, allowing Council to rank the issues and set priorities within the limits of time and resources.

The budget issues process provides a method for identifying and addressing proposals to add a new service, eliminate a service, or change the level of an existing service.

#### **Major Steps in the Process Leading to the Public Hearing**

- Study and budget issues are proposed year round by Council, boards and commissions, the public, or the City Manager.
- Staff prepares study issue papers or budget issue papers for all qualifying issues. These issue papers describe the topic of concern and provide information Council will use to determine whether or not to further explore each issue. The study issue paper is also designed to capture the intent and interests that originated the issue. The purpose of the budget issue summary form is to briefly summarize the issue and provide an initial estimate of the fiscal impact.
- In October and November boards/commissions review and rank proposed budget and study issues under their purview; these rankings are forwarded to Council for consideration.

**EXISTING POLICY****Council Policy 7.3.26 Study Issues Process****Council Policy 7.1.7 Budget Issues Process**

**Council Fiscal Policy 7.1.1 A.1.2** which states, "A Fiscal Issues Workshop will be held each year prior to preparation of the City Manager's Recommended Budget to consider budget issues for the upcoming Resource Allocation Plan."

**ENVIRONMENTAL REVIEW**

N/A

**DISCUSSION**

Staff has prepared write-ups of the study issues and budget issues proposed to date. These study issue papers, budget issue papers, and other materials can be viewed on the City's Study Issues Website at [StudyIssues.inSunnyvale.com](http://www.StudyIssues.inSunnyvale.com) <<http://www.StudyIssues.inSunnyvale.com>>, at the Sunnyvale Public Library, or at the City Clerk's office. Copies will also be available to the public at the Study Issues/Budget Issues Public Hearing.

**Study Issues/Budget Issues Public Hearing**

This Public Hearing is a critical step in the City's policy-setting process. A number of policy issues are submitted annually for possible study by City Council in the upcoming calendar year. The purpose of the hearing is to invite public comment on the relative importance of proposed issues, and for the public to suggest new issues for Council's consideration. Issues proposed by the public must be sponsored by at least two Councilmembers in order to be considered at the Study/Budget Issues Workshop. Staff has advised the board and commission chairs that this is also the appropriate time for them to testify on issues recommended by their board or commission.

Should new issues be added during the January 6 Public Hearing, those issue papers will be developed and distributed to Council as soon as possible prior to the January 30 Workshop. The deadline for Council-initiated study or budget issue papers this year is January 9 - three weeks prior to the Workshop.

**Study Issues/Budget Issues Workshop**

On January 30, Council will conduct a workshop devoted to a review of all proposed study and budget issues. Council will prioritize or rank study issues that are not dropped or deferred. Budget issues receiving majority support from Council will be forwarded to the City Manager for consideration in the upcoming fiscal year's recommended budget.

Following the Council Workshop, and based on Council's priority rankings, the City Manager identifies the number of Council-ranked study issues that can be completed during the calendar year without disrupting service delivery or modifying service levels set by Council. Staff updates the Tentative Council Meeting Agenda Calendar for the coming year, identifying when the results of staff's study of specific policy issues will be brought back to Council for action. Lower-priority issues ranked by Council, but not placed on the Council calendar, are automatically reconsidered during the next year's study issue process.

All budget issues referred to the City Manager are returned for Council's consideration as a part of the City Manager's Recommended Budget for the next fiscal year in the form of *budget supplements*.

These *supplements* are considered by the City Manager in the context of all the other City projects and services, but are not automatically recommended by the City Manager for funding.

For many years this approach has provided both City Council and City staff with a valuable planning and management tool that allows Council to set priorities for examining policy issues, provides preliminary review of budget issues, and allows staff to balance policy study with the delivery of day-to-day City services.

### **FISCAL IMPACT**

There is no fiscal impact associated with this report. Each issue paper provides information regarding fiscal impact where warranted, including an estimated cost of studying the issue and estimated implementation costs. Staff recommends any Council-prioritized study issues that require funding be resubmitted as a budget supplement to be considered within the context of all new requests for funding in the FY 2015/16 Recommended Budget. This is consistent with past practice.

### **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.

The public hearing is open to the public and public testimony regarding study issues and budget issues will be heard by Council. Copies of study and budget issue papers may be viewed by accessing the City's Study Issues Website at [StudyIssues.inSunnyvale.com](http://www.StudyIssues.inSunnyvale.com) [<http://www.StudyIssues.inSunnyvale.com>](http://www.StudyIssues.inSunnyvale.com).

The January 30 Workshop is open to the public and will be televised live and rebroadcast on KSUN, Channel 15. Consistent with past Council practice, however, public testimony will be limited. The public's primary opportunity to comment on study and budget issues is on January 6.

### **STAFF RECOMMENDATION**

No action is needed at this time. Councilmembers may request new study issues and/or budget issues be developed for review at the Annual Study Issues/Budget Issues Workshop; a minimum of two Councilmembers is required to sponsor either.

Prepared by: Yvette Blackford, Senior Management Analyst

Reviewed by: Timothy J. Kirby, Assistant Director, Department of Finance

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. [Proposed 2015 Study Issue Papers](#) (Hyperlink)



# City of Sunnyvale

## Agenda Item

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15-0004

Agenda Date: 1/6/2015

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### REPORT TO COUNCIL

#### SUBJECT

City Council 2015 Appointments to Intergovernmental and Internal Assignments, Council Subcommittees, and Community Member Appointments

#### BACKGROUND

The purpose of this Report is for Council to review and possibly approve Councilmember appointments to a variety of intergovernmental agencies as presented in Attachments 1 through 4. Appointees represent the City's interests and influence policies and regulations of other agencies. All Council appointments are made annually in January; at this time, Council also considers ratifying appointments made by outside agencies.

At its November 25, 2014 Study Session, Councilmembers discussed a variety of intergovernmental assignments, including 2014 assignments they expressed interest in keeping, new assignments they are pursuing for 2015, and 2014 assignments that are ending. The Council also discussed options for City representation on the various Standing Subcommittees to Discuss Issues of Mutual Interest with Local School Districts. The Mayor reappointed all 2014 Mayoral appointments for 2015. The changes to Council-appointed assignments, as itemized throughout this report, are based in part on the information shared at the study session.

As noted in Council Policy 7.3.12, *City Council Appointments to Intergovernmental Agencies, City Council Subcommittees and Council- or Mayor-Created Advisory Task Forces*, staff support will be provided to Councilmembers serving on IGR bodies as directed by the City Manager. Typically, staff support consists of reviewing and advising on upcoming committee agendas for issues pertaining to Sunnyvale and, as needed, assisting Council in presenting those issues.

#### EXISTING POLICY

**Council Policy 7.3.12**, *City Council Appointments to Intergovernmental Agencies, City Council Subcommittees, and Council- or Mayor-Created Advisory Task Forces*.

#### **2013 Code of Ethics and Conduct for Elected and Appointed Officials**

#### ENVIRONMENTAL REVIEW

N/A.

#### DISCUSSION

When making IGR appointments, Council considers the City's overall intergovernmental priorities as well as the particular interests and backgrounds of individual Councilmembers. For reference, the 2014 *City Council Intergovernmental Appointments* list and the *Historical List of Council IGR Assignments*, noting IGR agencies and committee assignments for the past five years, are posted on

the City's website at *CouncilAdvocacy.inSunnyvale.com*. The historical list includes agency name, committee name, the agency or committee description, the appointing body, and the Councilmembers who have served on the various committees.

### **2015 Appointments for Consideration by Council**

Attachment 1, *2015 Council Intergovernmental Assignments*, as discussed by Council during their November 25, 2014 Study Session, lists current intergovernmental assignments, current Council appointees, assignment term limits, Council assignment interests, and assignment meeting information (where available).

Attachment 1 includes three types of appointments, as follows:

Appointments Made by Council: Lists assignments that are at the discretion of the Council and are proposed to be ratified during the January 6, 2015 Council Meeting.

Appointments Made by Mayor: Indicated by [M], "Mayoral Appointment," lists assignments that are to be appointed by Mayor; Mayor Griffith has reappointed all 2014 Mayoral appointments for 2015.

Appointments Made by Outside Agencies: Indicated by [OA], "Outside Agency," plus the agency's name (i.e., CASC), lists assignments that are proposed to be ratified by Council during the January 6, 2015 Council Meeting.

- Assignments included in this section are those where the Councilmember has, in accordance with City Policy, advised staff in advance.

All Outside Agency [OA] appointments in Attachment 1 must be ratified by Council before the respective appointee(s) are officially approved to serve on those assignments.

Council action in March of 2013 revised the *Code of Ethics and Conduct for Elected and Appointed Officials* to include a provision that "City Councilmembers, Board and Commission Members, and Council appointees who do not sign the *Model of Excellence* shall be ineligible for intergovernmental assignments or Council subcommittees."

Since the November 25, 2014 Study Session, the following additional appointments have been identified:

Association of Bay Area Governments, Executive Board: The Cities Association of Santa Clara County appointed Vice Mayor Jim Davis to fill a primary seat on the Executive Board; in 2014 the Vice Mayor held the Alternate position.

### **Board and Commission Liaison Assignments**

Previous Council direction established Council Liaisons to Boards and Commissions (except for the Planning Commission, the Personnel Board, and the Board of Building Code Appeals). The assignments for 2015 are noted in Attachment 2. Because these assignments are on a set biannual rotation, no Council action is required.

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**Council Subcommittees - Standing Committees**

As established by Council Policy 7.3.12, standing committees exist with a set membership unless and until modified by the Council. As identified in Attachment 3, six Standing Council subcommittees are set to continue into 2015 with the noted changes below, unless otherwise directed by Council:

Committee to Review Board and Commission Bylaws Amendments: 2014 committee members were Mayor Jim Griffith (Chair) and Councilmembers David Whittum and Glenn Hendricks; there are no vacancies at this time.

Community Event Grant Distributions Committee: 2014 committee members were Vice Mayor Jim Davis and Councilmembers Tara Martin-Milius and Glenn Hendricks; there are no vacancies at this time.

Committees to Discuss Issues of Mutual Interest with Local School Districts:

- Santa Clara Unified School District (SCUSD): 2014 committee members were Vice Mayor Jim Davis and Councilmember David Whittum; Councilmember Martin-Milius has expressed an interest in taking Councilmember Whittum's seat on this committee in exchange for her seat on the Fremont Union High School District committee.
- Sunnyvale Elementary School District (SESD): 2014 committee members were Councilmembers Glenn Hendricks and Pat Meyering; Councilmember Martin-Milius has expressed an interest in taking Councilmember Hendricks' seat on this committee and he is in agreement with this request.
- Fremont Union High School District (FUHSD): 2014 committee members were Vice Mayor Jim Davis and Councilmember Tara Martin-Milius; Councilmember Whittum has expressed an interest in taking Councilmember Martin-Milius' seat on this committee in exchange for his seat on the Fremont Union High School District committee.
- Cupertino Union School District (CUSD): 2014 committee members were Councilmembers Mayor Jim Griffith and Councilmember Gustav Larsson; there are no vacancies at this time.

**Council Subcommittees - Ad-Hoc Committees**

As established by Council Policy 7.3.12, the Mayor may create ad hoc committees of the Council to assist in particular matters as they arise. Members of the committee shall be appointed by the Mayor. As identified in Attachment 3, two Ad-Hoc subcommittees are set to continue into 2015 unless otherwise directed by the Mayor:

Lawrence Station Area Plan Citizen Advisory Committee: 2014 committee members were Mayor Jim Griffith and Councilmembers David Whittum and Gustav Larsson; there are no vacancies at this time.

Performance Evaluations Tools and Recruitment Process for the City Attorney and City Manager: 2014 committee members were Mayor Jim Griffith, Vice Mayor Jim Davis and Councilmember Tara Martin-Milius; there are no vacancies at this time.

**Community Member Advisory Task Forces**

There are currently no Community Member Advisory Task Forces.

**Community Member Appointments**

As established by Council Policy 7.3.12 the City Council may, on occasion, appoint a non-Councilmember to represent the City's interest on an intergovernmental body. As listed in Attachment 4, the current appointments expire in June of 2016; no Council action is required at this time. Staff will return in 2016 with an opportunity for Council to make appointments for the new term.

**FISCAL IMPACT**

None.

**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. Determine appointments to external assignments and ratify appointments by outside agencies.
2. Determine membership of the 2015 Council Subcommittees.
3. Other action as directed by Council.

**STAFF RECOMMENDATION**

Alternatives 1 and 2: 1) Determine appointments to external assignments and ratify appointments by outside agencies; and 2) Determine membership of the 2015 Council Subcommittees.

Prepared by: Yvette Blackford, Senior Management Analyst

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. 2015 Council Intergovernmental Assignments
2. 2015 Boards and Commissions - Council Liaison Rotation
3. 2015 Council Subcommittees and Council-or Mayor-Created Advisory Task Forces
4. 2015 Community Member Appointments

Committee Assignment	Term Expires	Staff Notes
<b>SEAT 3 - MAYOR JIM GRIFFITH</b>		
<b>Cities Association of Santa Clara County (CASCC)</b>		
Board of Directors [M]	1/16	City has a vote at these meetings; important to represent Sunnyvale interest. Meets the second Thursday each month except July and August. 2015 meetings are scheduled to meet at Sunnyvale City Hall, 7:00 p.m. each date, as follows: 1/8, 2/12, 3/12, 4/9, 6/11, 8/13, 9/10, 10/8, and 11/12.
City Selection Committee [M]	1/16	Scheduled by CASCC on an as-needed basis, generally prior to a Board of Directors Meeting.
Executive Committee, Board At-Large (Secretary/Treasurer/2nd Vice President) [OA, CASCC]	1/16	Officer Position support should be provided by the Assoc's professional staff. Meetings held the first Wednesday of every month. 2015 meetings are scheduled to meet at Campbell City Hall, 2:00 p.m. each date, as follows: 1/7, 2/4, 3/4, 4/1, 5/6, 6/3, 9/2, 10/7, 11/4, and 12/2. (Additional meeting date on either 7/1 or 8/12 pending confirmation.)
Legislative Action Committee (LAC) [M]	1/16	Scheduled by CASCC on an as-needed basis, generally prior to a Board of Directors Meeting.
<b>Santa Clara County Recycling and Waste Reduction Commission</b>		
Santa Clara County Recycling and Waste Reduction Commission (Chair) [OA, CASCC]	1/16	Meets the fourth Wednesday of even numbered months at 5:15 p.m., except December, due to holidays. (This is the SMaRT Station representative position, representing Sunnyvale, Mt. View, and Palo Alto.)
<b>Santa Clara Valley Water District (SCVWD)</b>		
Recycled Water Joint Committee [M]	1/16	Meets as needed as major decision points are reached.

Committee Assignment	Term Expires	Staff Notes
<b>SEAT 6 - VICE MAYOR JIM DAVIS</b>		
<b>Valley Transportation Authority (VTA)</b>		
Policy Advisory Committee (PAC)	1/16	Important source of transit services and transportation system improvements. Provides forum to preview upcoming VTA Board issues. Meets monthly on the second Thursday at VTA HQ in San Jose.
<b>National League of Cities (NLC)</b>		
Public Safety and Crime Prevention Policy and Advocacy Committee [OA]	1/16	Policy development. Important to represent Sunnyvale interest. Meets during both the NLC annual conferences (March in Washington, D.C. and November/December, various cities), and more at the discretion of the committee chair.
Public Safety and Crime Prevention Steering Committee [OA]	1/16	Meets two times annually (spring and Fall). Locations vary around the country.
Large Cities Council (Chair) [OA]	1/16	Meets during both the NLC annual conferences (March in Washington, D.C. and Nov./Dec., various cities), and more at the discretion of the committee chair.
<b>Moffett Field Restoration Advisory Board (RAB)</b>		
Moffett Field Restoration Advisory Board (RAB)	1/16	Important to represent Sunnyvale interests. Meets quarterly 7-9 p.m. at Mountain View Senior Center. 2015 meeting dates are as follows: 2/12, 5/14, 8/13, and 11/12.
<b>Caltrain Modernization Project Policy Advisory Group</b>		
Caltrain Modernization Project Policy Advisory Group [M]	1/16	Generally meets monthly on the fourth Thursday of the month at 6:00 pm, at the Sam Trans headquarters, San Carlos.
<b>Grand Boulevard Task Force</b>		
Grand Boulevard Task Force	1/16	Meets quarterly during the day, typically from 10:00 a.m.-noon.
<b>League of California Cities (LCC)</b>		
Public Safety Policy Committee [OA]	1/16	Meets four times a year, twice in Sacramento (January and June), once in various CA cities (April), and once during the LCC Annual Conference in various CA cities (September).

Committee Assignment	Term Expires	Staff Notes
<b>CONT - SEAT 6 - VICE MAYOR JIM DAVIS</b>		
<b>Comprehensive County Expressway Planning Study Policy Advisory Board (PAB)</b>		
Comprehensive County Expressway Planning Study Policy Advisory Board	1/16	3/23/15 meeting planned for 6:30 p.m. Location: Board of Supervisors' Chambers.
<b>Silicon Valley Regional Interoperability Authority (SVRIA)</b>		
Silicon Valley Regional Interoperability Authority (SVRIA), Alternate [M]	1/16	This is the Alternate position to Jerry Marsalli, Santa Clara. 2015 meeting dates are confirmed as follows, 5:00 p.m. each date, at the Isaac Newton Center in San Jose: 1/22, 3/26, 5/28, 7/23, 9/24, and 11/19.
<b>Association of Bay Area Governments (ABAG)</b>		
General Assembly	1/16	Staff recommends Council representation. Meets annually, in April. 2015 meeting date not available yet.
Executive Board [OA, CASCC]	6/16	
<b>Santa Clara County Emergency Operational Area Council (OAC) (formerly the Santa Clara County Emergency Preparedness Council)</b>		
Central County Cities Seat [OA, CASCC]	9/15	Monthly meetings. First meeting pending scheduling by the Santa Clara County Emergency OAC.

Committee Assignment	Term Expires	Staff Notes
<b>SEAT 4 - DAVID WHITTUM</b>		
<b>Valley Transportation Authority (VTA)</b>		
Board of Directors	1/16	Meets once a month on the first Thursday at the County Government Center in San Jose.
El Camino Real Bus Rapid Transit Policy Advisory Board (PAB)	1/16	Currently on hiatus. Previously met on an irregular schedule.
<b>National League of Cities (NLC)</b>		
Finance, Administrative, and Intergovernmental Relations Policy and Advocacy Committee [OA]	1/16	Meets during both the NLC annual conferences (March in Washington, D.C. and November/December, various cities), and more at the discretion of the committee chair.

2015 Council Intergovernmental Assignments

ATTACHMENT 1

Committee Assignment	Term Expires	Staff Notes
<b>SEAT 5 - PAT MEYERING</b>		
No Assignments		

Committee Assignment	Term Expires	Staff Notes
<b>SEAT 7 - TARA MARTIN-MILIUS</b>		
<b>North Valley (NOVA) Job Training Consortium Workforce Board</b>		
Nomination Committee	1/16	This assignment is supported by the Consortium's professional staff. Attendance at semi-monthly board meetings not required. Participation is on the membership committee that interviews nominees to the board. This group meets, as needed, and the schedule is coordinated with the serving Councilmember.
<b>Santa Clara Valley Water District (SCVWD)</b>		
Water Commission [OA]	1/16	District request and City's interest is to have Council representation. Meets the fourth Wednesday of each month (except December), at 11:45 a.m., at SCVWD Headquarters in San Jose.
Recycled Water Joint Committee [M]	1/16	Meets as needed as major decision points are reached.
<b>League of California Cities (LCC)</b>		
Environmental Quality Policy Committee [OA]	1/16	Meets four times a year, twice in Sacramento (January and June), once in various CA cities (April), and once during the LCC Annual Conference in various CA cities (September).
<b>Stevens Creek Trail Working Team</b>		
Stevens Creek Trail Working Team	1/16	Active multi-jurisdictional planning project w/Sunnyvale taking the lead in managing the consultant study and regional meetings of participating cities. Meets irregularly. Meeting typically the first Monday of a month.

Committee Assignment	Term Expires	Staff Notes
<b>SEAT 2 - GLENN HENDRICKS</b>		
<b>South Bay Salt Ponds Restoration Project Stakeholders</b>		
South Bay Salt Ponds Restoration Project Stakeholders	1/16	Stakeholder Forum is on an irregular schedule, but plans to meet approximately once per year in the fall/winter. Meetings are generally in the afternoon and take place throughout the Bay Area. Working groups also meet on an irregular schedule.
<b>Water Emergency Transportation Authority Community Advisory Committee</b>		
Water Emergency Transportation Authority Community Advisory Committee	1/16	Meets irregularly and infrequently.
<b>South Bay Military Affairs Council</b>		
Military Affairs Council [M]	1/16	Currently on hiatus.

Committee Assignment	Term Expires	Staff Notes
<b>SEAT 1 - GUSTAV LARSSON</b>		
<b>Bay Area Water Supply and Conservation Agency (BAWSCA)</b>		
Board of Directors	6/15	RTC 11-189, BAWSCA does not allow alternates. Staff recommends Council representation Meetings held the third Thursday of every other month, starting in January, at 7:00 p.m., at the Foster City Community Center. The SFBA Regional Water System Financing Authority (which see) meets twice a year right after the BASWCA Board meeting (for 10 minutes)
<b>Grand Boulevard Task Force</b>		
Grand Boulevard Task Force, Alternate	1/16	<i>(Alternate position; see support for primary.)</i> Meets quarterly during the day, typically from 10:00 a.m. noon.
<b>San Francisco Bay Area Regional Water System Financing Authority (RFA)</b>		
Board of Directors	6/15	RTC 11-189; RFA does not allow alternates. Staff recommends Council representation. When necessary, the SFBA meets in conjunction with the BAWSCA Board of Directors (which see), twice a year, right after the BASWCA Board meeting (for 10 minutes).
<b>Valley Transportation Authority (VTA)</b>		
Policy Advisory Committee (PAC), Alternate	1/16	<i>(Alternate position; see support for primary.)</i> Meets monthly on the second Thursday at VTA headquarters, San Jose.

### 2015 Boards and Commissions - Council Liaison Rotation

*(Excluding: Board of Building Code Appeals, Personnel Board, and Planning Commission)*

JAN - JUNE 2015	City Council Seat	Councilmember	Board/Commission
	1	Gustav Larsson	Sustainability Commission
	2	Glenn Hendricks	Art Commission
	3	Jim Griffith	Bicycle and Pedestrian Advisory Commission
	4	David Whittum	Board of Library Trustees
	5	Pat Meyering	Heritage Preservation Commission
	6	Jim Davis	Housing and Human Services Commission
	7	Tara Martin-Milius	Parks and Recreation Commission

JULY - DEC 2015	City Council Seat	Councilmember	Board/Commission
	1	Gustav Larsson	Art Commission
	2	Glenn Hendricks	Bicycle and Pedestrian Advisory Commission
	3	Jim Griffith	Board of Library Trustees
	4	David Whittum	Heritage Preservation Commission
	5	Pat Meyering	Housing and Human Services Commission
	6	Jim Davis	Parks and Recreation Commission
	7	Tara Martin-Milius	Sustainability Commission

As approved by Council 1/10/12, RTC #12-006

Updated 7/31/14

**Council Subcommittees and Council or Mayor-Created Advisory Task Forces**

City Council Subcommittees		Members (Council)	Appointed By	Date Formed	Staff Liaison Title
STANDING COMMITTEE(S)	> Review Board & Commission Bylaws Amendments	1. Griffith (Chair) 2. Whittum 3. Hendricks	Council	3/23/10	City Clerk
	> Community Event Grant Distributions	1. Hendricks 2. Davis 3. Martin-Milius		9/14/10	Director of LCS
	> Standing Subcommittees to Discuss Issues of Mutual Interest with Local School Districts:	<ul style="list-style-type: none"> <li>• <u>Santa Clara Unified School District (SCUSD):</u> 1. Davis 2. Martin-Milius</li> <li>• <u>Sunnyvale Elementary School District (SESD):</u> 1. Meyering 2. Martin-Milius</li> <li>• <u>Fremont Union High School District (FUHSD):</u> 1. Davis 2. Whittum</li> <li>• <u>Cupertino Union School District (CUSD):</u> 1. Larsson 2. Griffith</li> </ul>		2/25/14	City Manager
AD-HOC COMMITTEE(S)	> Lawrence Station Area Plan Citizen Advisory Committee	1. Whittum 2. Larsson 3. Griffith	Mayor	3/20/12	Director of CDD
	> Performance Evaluation Tools and Recruitment Process for the City Attorney and City Manager	1. Griffith 2. Davis 3. Martin-Milius		8/13/13	Director of HRD
Community Member Advisory Task Forces		<b>Appointing Mayor(s)</b> <i>Per Council Policy 7.3.12, an advisory task force exists until its work is concluded or it is terminated by the Mayor; in all cases the term is limited to the term of the appointing Mayor.</i>	Members (Community)	Expiration Date	Staff Liaison Title
	No current task forces				

Outside agency appt. (*Italics*); \*\*Ratification pending; <sup>CASCC</sup>CASCC appt; <sup>M</sup>Mayoral appt.

**2015 City Council Appointments to: Intergovernmental Agencies, City Council Subcommittees and Council or Mayor-Created Advisory Task Forces**

**Community Member Appointments**

<b>Committee Assignments</b>	<b>Community Member</b>	<b>Term Expires</b>	<b>Staff Support Title</b>	<b>Staff Support</b> (All Staff Numbers Area 408)
Valley Transportation Authority (VTA)				
>Bicycle and Pedestrian Advisory Committee	David Simons	6/30/16	Principal Transportation Engineer/Plann	Carol Shariat, 730-2713 cshariat@sunnyvale.ca.gov
Sourcewise (formerly the Advisory Council to the Council on Aging) <sup>M</sup>	Martin Rawson	6/30/16	Superintendent of Community Services	Dan Wax, 730-7342 dwax@sunnyvale.ca.gov

Outside agency appt.(Italics); \*\*Ratification pending; <sup>CASCC</sup>CASCC appt.; <sup>M</sup> Mayoral appt.

Updated 11/10/14



# City of Sunnyvale

## Agenda Item

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15-0008

Agenda Date: 1/6/2015

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve the Proposed 2015 Priority Issues and Short and Long-term Legislative Advocacy Positions (LAPs)

#### **BACKGROUND**

A goal of the City's Intergovernmental Relations Program is to enable timely and effective advocacy of City interests on pending legislation and issues that significantly impact City business. The City can initiate advocacy on the basis of any existing City Policy, including the City Charter, Municipal Code, General Plan Elements, and the Council Policy Manual, which is where many of the City's other legislative goals are addressed. However, every year, the City Council adopts the City's advocacy platform, which identifies the priority advocacy issues for the coming year; priority issues and short-term LAPs are contained in Council Policy 7.3.2 *Legislative Advocacy Positions* while long-term LAPs are found in each chapter of the Council Policy Manual. This report provides Council with the opportunity to review the Proposed 2015 Priority Issues and short-term LAPs along with proposed edits to the City's long-term Legislative Advocacy Positions (LAPs).

#### **EXISTING POLICY**

**Council Policy 7.3.2, *Legislative Advocacy Positions***

#### **ENVIRONMENTAL REVIEW**

N/A.

#### **DISCUSSION**

*Proposed 2015 Priority Issues and Legislative Advocacy Positions* (Attachment 1) is presented for Council consideration. Priority issues focus on "hot" issues where activity is either already underway or expected within the upcoming calendar year and where the pending legislation or issue is expected to have significant impact on City business. Staff is proposing 10 Priority Issues:

1. Investment Funding for Workforce Development
2. Interoperability/Public Safety Communications System
3. Environmental Regulatory & Conservation Issues
4. Regional and State-wide Water Supply Issues
5. Local Authority Over Wireless Telecommunications Facilities
6. School Mitigation Fees
7. Anticipated Legislation Addressing Outsourcing of Public Services
8. Transportation Network Companies
9. Potential Reversal Legislation in Response to AB 1147 (Bonilla) Massage Therapy
10. Funding of Land and Water Conservation Fund (LWCF)

At this time, there are no short-term Legislative Advocacy Positions (LAPs) proposed for Council consideration.

The City captures long-term LAPs by issue categories in each chapter of the Council Policy Manual, *CouncilPolicy.inSunnyvale.com*. Long-term LAPs do not require annual Council adoption; however, any edits to those positions must be approved by Council. Staff is proposing edits to the following sections of the Long-term LAPs: Council Policy 2.0 - *Community Development*, Council Policy 4.0 - *Public Safety*, Council Policy 5.0 - *Socio-Economic* and Council Policy 7.0 - *Planning and Management*. In addition, staff also proposes the addition of a new long-term LAP be incorporated into Council Policy 7.0 - *Planning and Management*, F(6) Support efforts to restore funding to the California court system to improve court access and case management (Attachment 2).

### **Councilmember Request for a Priority Issue Opposing Clearcutting**

Councilmember Martin-Milius is requesting Council discussion/consideration of a priority issue to oppose clearcutting - a logging technique where all trees in a given area are cut down - because of the impacts on water resources. A new study has documented that clearcutting and post-fire salvage logging is degrading water quality in California. The report, titled *An Analysis of Turbidity in Relation to Timber Harvesting in the Battle Creek Watershed, northern California*, was written by statistical hydrologist Jack Lewis in partnership with the Battle Creek Alliance, a community organization which has been monitoring water pollution in the Battle Creek Watershed.

### **FISCAL IMPACT**

None.

### **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. Approve the *Proposed 2015 Priority Issues and Legislative Advocacy Positions* (Attachment 1) and *Council Policy Long-term Advocacy Positions* as proposed to be amended (Attachment 2).
2. Approve the *Proposed 2015 Priority Issues and Legislative Advocacy Positions* (Attachment 1) and/or *Council Policy Long-term Advocacy Positions* as proposed to be amended (Attachment 2) with additional modifications.
3. Other direction as provided by Council.

### **STAFF RECOMMENDATION**

Alternative 1: Approve the *Proposed 2015 Priority Issues and Legislative Advocacy Positions* (Attachment 1) and *Council Policy Long-term Advocacy Positions* as proposed to be amended (Attachment 2).

Prepared by: Yvette Blackford, Senior Management Analyst  
Reviewed by: Robert A. Walker, Director, Office of the City Manager  
Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Proposed 2015 Priority Issues and Legislative Advocacy Positions
2. Council Policy Long-term Advocacy Positions

## **Proposed 2015 Priority Issues and Legislative Advocacy Positions**

### **2015 Priority Issues**

#### **1. Investment Funding for Workforce Development**

As in the past few years, “Investment Funding for Workforce Development” will continue to be a Priority Issue for the City in 2015. Financial resources from federal and state governments for workforce development, education and training programs are critical to effectively preparing the workforce for the changing demands and churn of the Silicon Valley technology-driven economy as new industries replace the obsolete. Even in an economic recovery, workers are being left further behind without the skills to compete in today’s demanding market place. In California, 36.4 percent of the unemployed are considered long-term unemployed, specifically, out of work for 27+ weeks. These workers, who may face barriers to employment, require job-driven retraining and support services for the skilled employment that the new and emerging industries will bring. The new Workforce Innovation and Opportunity Act (WIOA), which takes effect July 1, 2015 and replaces the Workforce Investment Act, will offer new opportunities, as well as threats to the local workforce investment system. WIOA will not ensure any additional resources to serve the continued high demand from customers, and local government’s authority and control over local/regional designation and how best to allocate these limited resources may be diminished. Given the current climate at the state and federal levels, funding for workforce development for this region is vulnerable in 2015 and could potentially threaten the sustainability of these local and essential programs and the economic prosperity of this community.

The City department will continue to apply for state and federal grants to address customer need and achieved some success in 2014 with the U.S. Department of Labor Ready to Work grant award. In addition, over the years, the department has applied for State Additional Assistance grants. The City will track and take positions on federal and state proposals that will impact education and training of the local community’s workforce. This is in alignment with Council Policy 5.0 *Long-term Advocacy Positions - Socio-Economic, Section 5.2 — Economy and Employment and Section 5.3 – Education and Training.*

#### **2. Interoperability/Public Safety Communications System**

The Silicon Valley Regional Interoperability Authority (SVRIA) represents the interests of all public safety agencies in Santa Clara County through its 15 municipal members. SVRIA was formed to provide interoperable communications solutions to its members. SVRIA exists to identify, coordinate and implement communications interoperability solutions to its member agencies. The purpose of these projects is to seamlessly integrate voice and data communications between law enforcement, the fire and rescue service, emergency medical services and emergency management for routine operations, critical incidents and disaster response and recovery. SVRIA provides consolidated guidance and participation in larger regional efforts including participation in the Bay Area Regional Interoperable Communications System (BayRICS) that represents the Bay Area Urban Area Security Initiative (UASI) 10 county region.

One of the prominent issues in public safety communications today is interoperability, defined by many as “the ability for public safety first responders to communicate with whom they need to, when they need to, when authorized.” Ensuring that our nation’s emergency responders can communicate effectively is of the utmost importance, whether during everyday situations, localized emergencies, statewide emergencies or national emergencies. It is a priority for the City to support resolving interoperability problems that affect

emergency communications systems, remedying the current shortage of broadcast spectrum availability for public safety needs, and providing funding for interoperable equipment.

On February 22, 2012, the Middle Class Tax Relief and Job Creation Act created the First Responder Network Authority (FirstNet). The law gives FirstNet the mission to build, operate and maintain the first high-speed, nationwide wireless broadband network dedicated to public safety. FirstNet will provide a single interoperable platform for emergency and daily public safety communications. This network is designed to bring together voice and data communications throughout the nation allowing more flexibility for collaboration. In 2015, the City will continue to monitor and potentially perform advocacy at the local, state and federal level to encourage the establishment of the network and an efficient sustainment model.

### **3. Environmental Regulatory & Conservation Issues**

In 2015 continued interest in environmental issues at both the state and federal levels will likely result in regulations and legislation that could significantly impact the City. Monitoring and advocacy efforts will be geared to ensuring that emerging legislation is in alignment with the City's interests. Issues of importance to the City include solid waste reduction and recycling; product stewardship or Extended Producer Responsibility programs; marine debris regulation; industrial and municipal storm water permit regulations; application of "cap and trade" GHG regulations to landfills; hazardous materials and clean-up of toxic sites; green building standards and requirements; greenhouse gas emissions regulation; and fossil fuel energy/renewable energy alternatives.

Specific items of interest include:

#### *Water*

The City supports provisions of National Pollutant Discharge Elimination System permit regulations that are attainable and reflect local conditions and circumstances. Along the same lines, new regulations and/or permit requirements that include numerical limits for municipal urban runoff discharge should be opposed as infeasible and a very expensive way to address the problem. It is in the City's continued interest to support non-point source discharge regulations, water conservation and recycling and pollution controls that benefit the City. Policies by Regional Water Quality Boards should recognize the goals of the Clean Water Act but apply an appropriate standard based on local circumstances.

#### *Renewable Energy and Community Choice Aggregation*

The City will continue to monitor discussions regarding clean energy related issues including energy conservation, renewable energy, energy storage, distributed energy, and Community Choice Aggregation. It is in the City's interest to support policy that enables, accelerates and supports the deployment of clean energy. The City has particular interest in any discussions related to Community Choice Aggregation as it has a potentially large impact on the City's Climate Action Planning efforts. The City should be aware of any legislation that may have a regional and local impact on greenhouse gas emissions.

#### *AB 32*

AB 32, the Global Warming Solutions Act of 2006, set the 2020 greenhouse gas emissions reduction goal into law. In 2008, the State approved the AB 32 Scoping Plan, which contains the main strategies California will use to reduce the greenhouse gases (GHG) that cause climate change. The initial Scoping Plan has a range of GHG reduction actions which include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions,

market-based mechanisms such as a cap-and-trade system, and an AB 32 program implementation fee regulation to fund the program. In May 2014, the California Air Resources Control Board approved the first update to the AB 32 Scoping Plan to highlight progress to date, refine program parameters, defines priorities for the next five years, and sets the foundation for how post 2020 reduction targets will be achieved. The updated Scoping Plan focuses on nine key topics areas for the post-2020 element. These include: (1) transportation, fuels, and infrastructure, (2) energy generation, transmission, and efficiency, (3) waste, (4) water, (5) agriculture, (6) natural and working lands, (7) short-lived climate pollutants, (8) green buildings, and (9) the cap and trade program. It is in the City's interest to continue to monitor progress and implementation of this effort as it relates to its utility functions of wastewater, water, and landfill management and to the City's greenhouse gas reduction goals and approaches.

#### *Sunnyvale Salt Ponds*

The salt pond conversion project, to restore the salt ponds to their natural ecosystem and provide flood protection, is ongoing. A large amount of fresh water enters the San Francisco Bay from wastewater treatment plants in South Bay cities, including Sunnyvale. These inputs of freshwater will be included in the hydrodynamic modeling work conducted to evaluate the impact of alternatives on such things as salinity, water quality, and water levels. The Project Management Team (Team) is comprised of the California State Coastal Conservancy, the California Department of Fish and Game, the U.S. Fish and Wildlife Service, Santa Clara Valley Water District, Alameda County Flood Control and Water Conservation District, and the U.S. Army Corps of Engineers, as well as the Lead Scientist and Collaborative Process Coordinator. The Team will work with local treatment plants to gather data needed for the modeling effort, and to determine if there are opportunities for further collaboration. The project needs to be watched carefully, due to its proximity and possible impact on the City's Water Pollution Control Plant.

#### *California Environmental Quality Act Reform*

The 2014 California legislative session involved considerable discussion regarding substantive reforms to the California Environmental Quality Act (CEQA). CEQA is recognized as an important tool for ensuring public disclosure of potentially significant environmental impacts and for ensuring that adequate mitigation measures are included to reduce or avoid these impacts. Growing concerns have been expressed, however, that some groups are using CEQA inappropriately to delay a project, and often the opposition is not truly predicated on environmental concerns. Environmental impact reports are increasingly challenged in the courts. Along with causing significant project delays, cities must commit considerable staff resources and incur substantial financial costs to defend these legal challenges. While CEQA reform has been a topic of regular discussion with numerous revisions enacted since the law was passed in 1970, the revisions have generally been incremental and ineffective in streamlining the CEQA process.

The 2014 legislative session expected significant CEQA reform, however an overall CEQA reform proposal did not proceed and SB 731 was introduced, which proposed CEQA reform specific to infill projects. In the last days of the session, SB 731 was shelved and SB 743 was approved. SB 743 includes provisions modifying the expedited judicial review provisions for environmental leadership projects, and adopting some streamlining provisions for infill projects in transit priority areas. SB 743 removes parking, transportation Level-of-Service (LOS), and aesthetics standards as grounds for legal challenges against project developments in urban infill areas. These standards are most commonly used in CEQA litigation to slow or terminate a new development project. The standards will remain in place to demand a higher threshold for green-field

developments.

It is expected that additional CEQA reform will be necessary in the future.

*Referendum to Repeal SB 270 (Statewide ban on single-use plastic grocery bags)*

Sunnyvale has in place an ordinance that bars stores from providing single-use plastic carryout bags and requires stores to collect a ten cent charge for paper or reusable bags provided to customers.

On September 30, 2014, Governor Brown signed SB 270, which bans single-use plastic carryout bags at large stores on July 1, 2015 and at small grocers, convenience stores, liquor stores on July 1, 2016. The law requires a store to charge at least 10 cents to provide a paper bag or reusable bag. SB 270 also provides \$2 million in loans to plastic bag makers to help them with transition to manufacturing reusable bags.

SB 270 does not supersede Sunnyvale's bag ordinance (or any local ordinance introduced by September 1, 2014 and adopted by January 1, 2015). It does bar changes to local ordinances, which may be amended only to raise their bag charges to 10 cents.

A plastics industry group, led by bag manufacturer Hilex Poly has filed for a referendum to overturn the bill. They are expected to succeed in collecting the required signatures by December 29, 2014 to qualify the referendum. If so, bag ban implementation will be put on hold until after a vote in November 2016. The referendum would overturn everything in SB 270 except the loans to plastic bag makers. City staff will monitor and oppose legislative actions to repeal SB 270.

#### **4. Regional and State-wide Water Supply Issues**

The City of Sunnyvale has four different sources of water supply readily available. Over 90% of Sunnyvale water comes from two sources - the Hetch-Hetchy Reservoir through the San Francisco Public Utilities Commission (SFPUC) and the Santa Clara Valley Water District (District) State Water Project or Central Valley Project. Water supplies have been strained due to the ongoing drought. Rainfall has been below average for the last three years which led Governor Brown in January 2014 to declare a Water Shortage Emergency. Following this declaration, the SFPUC and SCVWD called for water use reduction of 10% and 20% respectively. Sunnyvale City Council also declared a Water Shortage Emergency and amended the Municipal Code to restrict irrigation hours between 9 AM and 6 PM when Daylight Savings Time is in effect. State and Federal Water Projects supplies are also challenged due to California Bay Delta issues. In July 2012 Governor Jerry Brown outlined revisions to the Bay Delta Conservation Plan to ensure California's water system is sustainable from an environmental and economic perspective. Population growth, habitat loss and ongoing threats to levee stability and water supply have crippled the California Bay Delta, threatening the health and economies of California communities.

The Bay Area Water Supply and Conservation Agency (BAWSCA), SFPUC and the District have the lead on the primary regional issues around the water supply. However, it is important for the Council to stay current on the water resource issues as they progress, in order to lend support wherever needed by the suppliers. For example, should 2015 be another dry year with less than average rainfall, Council will be asked to approve a rationing plan for all residents and businesses in Sunnyvale in order to meet the dwindling water supply. All support for SFPUC issues should be coordinated with BAWSCA. In some cases BAWSCA may have suggestions, or coordinate efforts, for the suburban agencies to be sure to maintain a consistent and appropriate level of support, and any other involvement. The issue is being

addressed in all areas of our State government. Support may involve meetings, letters of support, public testimony, and assignment of staff so that the City can best respond as a retailer, and work with our suppliers in the interests of the City's residential and commercial water consumers.

## **5. Local Authority Over Wireless Telecommunications Facilities**

The wireless telecommunications industry has made efforts to limit or exempt local control over projects such as new wireless facilities. Several actions by federal and state lawmakers have resulted in: Limiting local authority of wireless telecommunications facility to aesthetics, and not RF exposure or the need for facilities; adding the provision of a "shot clock" requiring local agencies to complete review of projects to a specified time period; and, exempting a type of wireless facility from local permit authority because it is considered a "public utility." In 2012, Congress adopted Section 6409 of the Middle Class Tax Relief and Job Creation Act which includes discussion about requiring local agencies to approve most co-located wireless telecommunications facilities. Recently, the State Assembly considered a bill that would have prohibited a local agency from denying a request for a modification of an existing wireless telecommunications facility. That bill has been postponed and may be considered in 2015.

These efforts continue to erode the City's ability to effectively regulate wireless telecommunications facilities. The efforts have continued to take away local authority on facilities that directly affect a city's residents. The most recent Assembly bill includes a broad definition of what type of modifications must be approved by a local agency. Both the assembly bill and the requirements of the Middle Class Relief and Job Creation Act attempt to define "modification" as the addition of new antennas and equipment on an existing telecommunications location, and also prohibit a local jurisdiction from denying those modifications. This could for example, result in future wireless carriers adding antennas anywhere on a rooftop without screening if a prior carrier installed a facility on the same building (which would require screening by the City).

## **6. School Mitigation Fees**

In 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which authorized school districts to levy development fees to pay for new school facilities and established the maximum fees that can be charged to developers that are building new residential and non-residential projects. This fee is updated every two years as adjusted for inflation. Once the maximum rate is set by the State, it is the responsibility for each school district to establish its own rate.

The school fees are earmarked for improving and expanding school facilities to serve the school-age population that would be generated from new development. Land values and construction costs have dramatically increased since 1986 and the current adjusted maximum rate does not adequately mitigate the school impacts from new development.

With increasing community concern over the ability of school districts to meet the facility needs for a growing school-age population, consideration should be given to increasing the allowable school mitigation fees. Cities and school districts are constrained by the amount set by the State, and the current rate does not adequately cover the cost for new facilities and enhancements to existing facilities. This places a formidable challenge on school districts to implement their school modernization programs while also responding to the pressures of increasing enrollment. The City would support efforts by the State Legislature and/or Allocation Board to increase the rates and/or inflation calculator to more realistically reflect current school facility costs, or consider other provisions to allow school districts to effectively mitigate the impacts of new development.

## **7. Anticipated Legislation Addressing Outsourcing of Public Services**

In April 2014, the California State Assembly has passed the House Resolution 29 that intends to introduce and advocate for responsible outsourcing legislation in public services. The Assembly opposes outsourcing of public services, and supports processes that promote responsible outsourcing.

Since the start of the Great Recession, many state and local governments have been outsourcing public services to corporations due to cost efficiency. The Taxpayer Empowerment Agenda is one model to ensure transparency, accountability, shared prosperity, and competition in the operation of public services, e.g. requires contractors to open their books to the public, ensures governments have the capacity to adequately oversee contracts, requires contractors to pay their employees living wages and benefits, requires competitive bidding on contracts, etc.

Local agencies have a long history of addressing service delivery challenges with creativity, self-reliance and innovation. Local agencies continue to face difficult budget conditions, which have been compounded by state takeaways, and expanding pension and health care obligations. This builds upon existing constitutional limitations on local agencies to raise additional revenues. Thus, local agencies are in no position to have their flexibility further curtailed.

The City will continue to follow legislative proceedings closely and hold an advocacy position that opposes any legislation that reduces or erodes local control.

## **8. Transportation Network Companies**

The City of Sunnyvale has a long-standing support and focus on transportation for hire in the City (taxicabs, limousines, shuttles, etc.). Transportation network companies (TNCs) also fall under this area of focus; however, like limousines, TNCs are regulated by the California Public Utilities Commission, rather than the City.

California state law supersedes the City Charter and places regulatory authority over limousines and other transportation for hire, including TNCs, with the California Public Utilities Commission. The City of Sunnyvale will continue to follow the Public Utilities Commission's actions related to TNCs. Currently, the City is supportive of current proposals that would require all TNCs to provide \$1.0 million in insurance coverage for enrolled drivers at all times. This measure would align with the City's insurance requirement placed on all taxicab franchises.

## **9. Potential Reversal Legislation in Response to AB 1147 (Bonilla) Massage Therapy**

Sponsored by the League of California Cities (LCC), AB 1147 completely revised and recast the law pertaining to massage therapy, including returning land use control back to cities. The City supported this measure as an important step in reducing the incidences of human trafficking and prostitution. The City actively engaged with the LCC to provide feedback on this clean-up legislation in response to previous legislation (SB 731, 2008) which established massage establishments as having fewer regulations than every other business in the state. The LCC suspects massage-industry legislation may be introduced in 2015 which would reverse the provisions of AB 1147. Staff will monitor legislation and take action, as necessary, to express the City's support for the provisions found in AB 1147 and oppose any efforts to reverse the legislation. .

## **10. Funding of Land and Water Conservation Fund (LWCF)**

Monies from the Land and Water Conservation Fund (LWCF) are allocated to states, and from the state to larger cities and counties. The program, which is administered nationally by the National Park Service, was established in September 1964 and initially authorized for a 25-year period. It has since been extended for another 25 years to January 2015. Since the inception of the fund, annual appropriations have ranged from a high of \$369 million in 1979 to four years of zero funding from 1996-1999. While amounts allocated to the fund have varied, peaking at \$140 million in 2002, funding levels have continued to drop since 2003, down to almost \$28 million in 2006 and \$19 million in 2009, the lowest figure since 1992 other than the zero years mentioned above. Since FY 2010, appropriations have hovered around \$40 million.

The Santa Clara County Park Department has expressed interest to consider matching contributions from the City of Sunnyvale with County LWCF monies should they become available, for capital project improvements at Baylands Park. This would provide a direct benefit to Sunnyvale residents, but only if sufficient LWCF monies are allocated from the federal and state budgets to the County.

On July 7, 2014, Secretary of the Interior Sally Jewell signed the 2014 Land and Water Conservation Fund (LWCF) Certificate of Apportionment distributing \$43 million to the States, Territories and Washington, DC, for grants for public outdoor recreation projects. California received \$3.7 million dollars. The allocation for each State and Territory is determined based on a formula set in the LWCF Act, and is subsequently approved by the Secretary of the Interior.

The Fiscal Year 2015 House Interior Appropriations bill makes modest investments in America's most important conservation program, the Land and Water Conservation Fund, but falls far short of addressing the needs in communities across America. While the funding level is an improvement from the dangerous and harmful cuts proposed in last year's House bill, it is nevertheless a 50 percent cut from last year's final funding level. It will virtually guarantee the loss of natural areas, recreation lands, historic battlefields, and sportsmen's access opportunities from iconic places like Gettysburg National Battlefield and the Florida Everglades to the working forests of Maine, California's redwoods, national trails and other important areas throughout the country. The funding level proposed in the Subcommittee's draft does not reflect the overwhelming bipartisan support

In California, approximately \$3.7 million was available in FY 2014 for grants to local agencies: 60 percent for Southern California and 40 percent for Northern California. The application deadline for local agencies was November 1, 2013. The City did not submit any project applications for LWCF reimbursement in FY 2014; however, staff will continue to monitor grant availability for funding opportunities.

## **2015 Legislative Advocacy Positions**

*At this time, there are no short-term Legislative Advocacy Positions (LAPs) proposed for Council consideration.*

## 2.0 Long-term Advocacy Positions – Community Development

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### 2.1 Economic Development

- (4) Advocate and support research and development funding that increases and capitalizes on the capabilities of our existing industries or emerging technology business development, including bioscience, information technology, nanotechnology, biomedical device manufacturing, and stem cell research, and increase the role of federal research and development in civilian research and technology. Support programs that promote continued/increased research and development that is innovative, entrepreneurial and has growth potential. *[Combined from two policies that first appeared in 1994; Modified 2003 Community Development Staff Recommendation; 2003 Community Development Staff Recommendation, 2005 modified by staff]* (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. OCM**
- (6) Support efforts to identify, assess, and mitigate key obstacles to business development in California, including workers compensation insurance and government regulations negatively impacting business. *[2003 Community Development Staff Recommendation/2006 NLC Resolution]* (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. OCM**
- (8) Urge the federal government to provide national defense and economic stimulus assistance to include small business and local economies that experience economic injury because of terrorist attacks and/or natural disasters, or national economic recessions/market instability/ credit crises. *[2002 NLC Resolution; 2003 Community Development & Public Works Staff Recommendation; 2006 Community Development staff recommendation; 2009 Public Works staff modification]* (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. OCM**

### 2.2 Open Space

- (1) Support legislation to prohibit the sale, exchange, or transfer of park land already held in the public trust and urge the adoption of comprehensive federal policies for protection and management of all park lands. *[First Appeared 1993/2002,2003,2006 NLC Resolution; Modified/2003 Parks & Recreation Staff Recommendation; 2009 Public Works staff modification]* (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. ~~LCS~~DPW**
- (2) Support full funding annually, and encourage Congress to allocate 40% of the funds for state and municipal projects. Urge Congress to authorize 20% of Outer Continental Shelf revenues to fully fund the Land and Water Conservation Fund and designate \$125 million to the Urban Park and Recreation Recovery Program to assist the recreation needs of economically distressed communities. *[First*

*Appeared 1993/2002,2003,2006 NLC Resolution; Modified/2003 Parks & Recreation Staff Recommendation*) (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. LCS DPW**

- (3) Support efforts to minimize the impacts of waterfowl hunting on the Don Edwards San Francisco Bay National Wildlife Refuge where hunting is in proximity to public access areas or adjacent to City of Sunnyvale operations. *[2008 LAP]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS DPW**

- (4) Support strengthening wetlands protection. *[2008 LAP]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS DPW**

#### **2.4 Safety and Seismic Safety**

- (1) Support effective earthquake mitigation programs for all housing through a pre-funded disaster recovery program. *[1990 Ballot Initiatives–Props. 122 and 127/Modified 1993 and 1996]* (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
- (3) Support the posting of specific emergency procedures in apartment buildings and signs in international signage or other language if appropriate. *[1993 LCC Resolutions]* (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**

(Adopted: RTC #09-046 (February 24, 2009); Revised RTC: #12-09 (February 7, 2012))

*\*No record of LAP origin.*

## 4.0 Long-Term Advocacy Positions - Public Safety

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### 4.1 Law Enforcement

- (1) Support legislation that imposes stricter guidelines for the sale and/or purchase of weapons, and limits the availability of high capacity weapons and ammunition and encourage stricter sentences for conviction involving firearms. Support adequate safeguards prior to purchases. [*DPS Staff 2007, 2009 DPS staff modification*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
- (2) Oppose the legalization and or decriminalization of all controlled substances, as defined by Title 21 of the US Code. [*\*/2001 clarification/amended 2008*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
- (3) Support a strong intergovernmental partnership for municipalities in their role in national defense, and collaboration in preventing and responding to disasters. [*2003/2006 NLC Resolution*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
- (4) Support legislation that provides supplemental funding to cities for local law enforcement programs (i.e. Supplemental Law Enforcement Services, SLES) [*2003 Public Safety Staff Recommendation*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
- (5) Support efforts to provide resources to assist local law enforcement agencies with the deployment of state-of-the art non-lethal technologies such as electronic control devices in an effort to promote public safety. [*2007 NLC Resolution; 2009 DPS staff modification*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
- (6) ~~The City will~~s Support legislation that improves education, training, and enforcement efforts aimed at combatting human trafficking. (RTC 14-0726, August 12, ~~2104~~2014) **Lead Dept. DPS**

### 4.2 Fire Services

- (1) Support consolidation of regulatory programs at the local level and limit actions on local government liability in implementing mandates in regard to toxics control. [*\*/2001 Clarification*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**

### 4.3 Support Services

- (1) Continue to support interoperability initiatives as they relate to public and private industry. Interoperability is the ability of diverse agencies (police, fire, EMS, and

- local government) to communicate directly with each other by using radio and data. [*DPS Staff 2007, 2009 DPS staff modification*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
- (2) Support efforts to ensure protection of sufficient radio spectrum to meet public safety's current and future needs. Public safety needs should have priority over private or for-profit communication systems and provide adequate funding as necessary. Also protect the current amateur radio bandwidth to ensure amateur radio support during emergencies. [*1998 NLC Resolution, 2009 DPS staff modification*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
  - (3) Support legislation that requires developers to fund the costs of radio communications infrastructure upgrades to allow emergency communications within new buildings or structures. [*1998-December-staff suggestion*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**
  - (4) Support prompt reimbursement of approved disaster recovery expenses to cities determined to be part of a declared disaster area. [*2002 NLC Resolution, 2009 DPS staff modification*] (Moved to Long Term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. DPS**

(Adopted: RTC: #12-09 (February 7, 2012); Revised RTC: #14-0726 (August 12, 2014)  
Clerical update (August 13, 2014))

*\*No record of LAP origin.*

## 5.0 Long-term Advocacy Positions – Socio-Economic

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### 5.1 General

- (1) Support federal and state funding to assist with the ongoing operations, expansion or upgrade of the 2-1-1 system as an information and referral for health and human services. [*Council Resolution RTC #03-109*] (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS/DPS**
- (2) Support legislation and community-based efforts that improve the quality of life for children and families through increased access to educational support, health care, housing, emancipation transition services for foster youth, and vocational training programs. [*OCM Staff Recommendation, 2007*] (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**
- (3) Urge the federal government to provide local governments with financial and technical assistance to alleviate the local impact of new immigrants, including the costs of providing social services, health care, education, language services, and civic integration. [*2007 NLC Resolution*] (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**

### 5.2 Economy and Employment

- (1) Support development of federal U.S. congressional legislation that will support funding to continue the School-to-Work Opportunities. Act. [*2003, 2004 NLC Resolution, 2012 NOVA staff modification*] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. NOVA**
- (2) Support increased flexibility and resources for local workforce investment boards to launch sector-driven industry initiatives to address current and projected workforce needs that may include information technology, healthcare, renewable energy, and public sector replacement jobs among other industries experiencing workforce shortages in the future. [*2006 NOVA staff recommendation/amended 2008*] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. NOVA**
- (3) Supporting the quality of life in Sunnyvale, the City would support legislation to increase the current minimum wage or tie future increases to Consumer Price Index (CPI) or inflation. (RTC: #14-028, May 20, 2014) **Lead Dept. OCM**

### 5.3 Education and Training

- (1) Support expanded education and training programs at all educational levels (high school, community colleges, undergraduate, graduate, adult re-entry and dislocated workers) that increase access to and competitiveness for high demand, high wage jobs in both emerging occupations and replacement jobs created by an aging population. [*\*/Modified 1998-January/2001, Clarification, 2006 NOVA and*

*Community Development staff recommendation/amended 2008, 2009 NOVA staff modification*] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. NOVA**

- (2) Support greater flexibility and simplicity in administrative procedures and eligibility requirements to increase client access to adult education, job training, job retention, employment support and supportive services. [*Council RTC 97-262, 2005 modified by staff/amended 2008, 2009 NOVA staff modification*] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. NOVA**
- (3) Support increased state and federal appropriations and allocations based on funding formulas and regulatory guidelines that will fully fund local workforce development programs and workforce system infrastructure. [*2005 NOVA staff recommendation/amended 2008*] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. NOVA**
- (4) Support federal and state initiatives that augment local autonomy on employment training and retains the strong role of the chief elected officials and Workforce Investment Boards. [*1993 LCC & NLC Resolutions/2001 modification, 2009 NOVA staff modification*] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. NOVA**
- ~~(5) Support reauthorization of the Workforce Investment Act and urge Congress to fully fund the Act's employment and training programs. [2003, 2004, 2006 NLC Resolution] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) Lead Dept. NOVA~~
- ~~(6)~~(5) Support increased funding for local labor market research that ensures a demand-driven local workforce investment system has timely and relevant information on workforce trends. [*2005 staff recommendation*] (Moved to long-term Council Policy, RTC 12-09, February 7, 2012) **Lead Dept. NOVA**
- ~~(7)~~(6) Support federal reimbursement to local school districts for up to 40 percent of the costs of special education programs mandated by federal law. [*2002, 2003, 2004 NLC Resolution*] (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**

#### **5.4 Health and Social Services**

- (1) Support childcare related legislation that:
  - Provides funding targeted to address the child care needs of low-income individuals;
  - Establishes demonstration projects to test alternative child care delivery models;
  - Establishes employer incentives, such as tax credits to encourage employers to share in providing child care for employees;

- Provides adequate funding of existing child care programs, including appropriate cost-of-living increases;
  - Establishes the public school system as the primary delivery agent of state sponsored child care programs;
  - Establishes quality child care programs by appropriate regulations to protect health and safety, but minimizes regulatory obstacles;
  - Provides incentives to increase the quality and wages of child care workers;
  - Advocate for and support measures to encourage and involve industry in providing child care and/or child care benefits to their employees. *[Council Action, RTC 07-363]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**
- (2) Support the establishment of quality standards for childcare providers and programs. *[1989 NLC Resolution/Modified in 1993, 1995 and 1998-December]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**
- (3) Support the Food Stamp Program, the School Breakfast and Lunch Program, the WIC Program, senior nutrition programs, and support services for homeless families. *[\*/First Appeared 1992/Modified 1995]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**
- (4) Support the use of state Proposition 10 funds (tobacco tax funds), for the development or enhancement of educational and social services for the prenatal through five population and their families. *[2002, 2003, 2004 NLC Resolution]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**
- (5) Support childcare providers having a voice in the development of potential Universal Preschool legislation. *[2003 Office of the City Manager Staff Recommendation]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**
- (6) Support Congressional action to rectify the current Medicare payment formula inequities and reduce geographic disparities. *[2004 NLC Resolution]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**
- (7) Support legislation that requires the federal government to fully fund the “No Child Left Behind” Act including corrective program, and the Dream Act. Urge the Federal Government to improve access to funding for early education programs and services such as Head Start and for English language learner students and farm worker children. *[2004 NLC Resolution/2006 Modified by OCM staff/2007 NLC Resolution]* (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**

### **5.5 Human Services Planning and Policy**

- (1) Support formal relationships with schools, non-profit agencies, the business community and other government organizations to assess human service needs. [*\*/First Appeared 1993*] (Moved to long-term Council Policy, RTC 09-046, February 24, 2009) **Lead Dept. LCS**

(Adopted: RTC #09-046 (February 24, 2009); Revised RTC: #12-09 (February 7, 2012); Clerical update (May 1, 2014); Revised RTC: #14-028 (May 20, 2014))

*\*No record of LAP origin.*

## 7.0 Long-term Advocacy Positions – Planning and Management

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### A. Elections

- (1) In cooperation with County Registrar of Voters, contain costs of elections as long as the elections process is not adversely affected (i.e., purge voter rolls, limit costs for candidate statements, prevent abuse of absentee ballot process). **Lead Dept. OCM**
- (2) In cooperation with County Registrar of Voters, support practices which would increase voter turnout in local elections (e.g., mail ballots, more information to voters for judicial elections). **Lead Dept. OCM**
- (3) Support efforts to increase vote-by-mail voters. Support efforts to simplify and to expedite the counting of absentee ballots. **Lead Dept. OCM**
- (4) Support efforts to achieve the goals of the Political Reform Act of 1974 (reporting conflict of interest statements to the Fair Political Practices Commission) in a more cost-effective way. **Lead Dept. OCM**
- (5) Support Instant Runoff Voting if/when it is determined to be economically and technologically feasible for the county. **Lead Dept. OCM**

### B. Fiscal Management

- (1) Oppose actions that would negatively impact the allocation of tax increment revenue to redevelopment successor agencies. **Lead Dept. FIN**
- (2) Oppose all changes that affect the timing of payments to local governments. **Lead Dept. FIN**
- (3) Oppose any legislation that reduces or erodes local revenues or local control. **Lead Dept. FIN**
- (4) Support positive reform of the state fiscal structure and procedures. **Lead Dept. FIN**
- (5) Ensure local governments' revenue sources are protected and predictable. **Lead Dept. FIN**

### C. Intergovernmental Relations

- (1) Support balanced representation of the City of Sunnyvale on any regional/sub regional government body or entity which is created, and cooperative analysis and negotiation among neighboring and overlapping jurisdictions, prior to promulgating laws, regulations, permits and fees that will have an impact on

City business, residents, property owners and/or businesses in Sunnyvale. **Lead Dept. OCM**

- (2) Advocate for local control of transportation, housing, land use, and water issues affecting Sunnyvale, except for government functions where regional control may be more appropriate for services delivered on a regional basis. **Lead Dept. OCM**
- (3) To ensure that local governments are consulted and their issues considered, support collaborative efforts and continued relations with, and funding from, other agencies, the State or the Federal Government, for matters where mutual concerns exist (i.e. immigration enforcement, terrorism prevention, safety of public utility systems, local/state/national disasters or emergencies, and homeland security directives), which could have an impact on the delivery of City services. **Lead Dept. OCM**
- (4) Support cooperative analysis and negotiation among neighboring and overlapping jurisdictions prior to promulgating laws, regulations, permits and fees that impact residents, property owners and businesses in locations receiving service from multiple agencies. **Lead Dept. OCM**

#### **D. Human Resources**

- (1) California Public Employees' Retirement System (CalPERS) - support efforts that maintain or increase local contracting agency control for the use of assets in individual employer accounts, and oppose any actions that would divert assets from individual employer accounts, including opposing any benefit enhancements for participants that are mandated by the State. **Lead Dept. HRD**
- (2) Oppose any form of mandatory enrollment in Social Security for employees covered under another retirement program and oppose any form of mandatory enrollment in Medicare for employees currently excluded as a result of being employed by the City prior to April 1, 1986. **Lead Dept. HRD**
- (3) Support legislation regarding worker's compensation reform that reduces or does not increase costs to the City, and which continues to provide reasonable and necessary medical treatment to the injured employee. **Lead Dept. HRD**

#### **E. Telecommunications**

- (1) Support legislation that would prohibit the publishing of personal information of elected or appointed officials, including first responders, in newspapers or similar periodicals and on web sites. **Lead Dept. OCA**

- (2) Urge the federal government to encourage deployment of broadband networks in a competitive and technologically neutral manner and to support federal proposals that promote municipal broadband. Oppose any federal proposals that serve to preempt municipal authority to act in the interest of its citizens, by preventing local governments from installing and operating municipally owned cable or telecommunications systems. **Lead Dept. OCM**

#### **F. Miscellaneous**

- (1) Support efforts to revise the California Constitution to enhance accountability, efficiency, and responsiveness of local governments. **Lead Dept. OCM**
- (2) Support existing provisions of the Brown Act regarding closed sessions. **Lead Dept. OCA**
- (3) Review all proposed changes to current attorney-client privilege statutes. **Lead Dept. OCA**
- (4) Support home-rule authority of charter cities and oppose any efforts to reduce local control over the City and/or its Sphere of Influence. Support strengthening “home rule” provisions in the State Constitution. **Lead Dept. CDD**
- (5) Support efforts to amend the California Constitution to require a simple majority vote for adoption of any ballot measures. **Lead Dept. OCM**
- ~~(5)~~(6) Support efforts to restore funding to the California court system to improve court access and case management. **Lead Dept. OCA**

(Adopted: RTC #09-046 (February 24, 2009); Revised: RTC #11-022 (February 8, 2011); Revised: RTC #12-09 (February 7, 2012); Clerical/clarity update, LAP Consolidation (RTC #12-09, May 24, 2013))



# City of Sunnyvale

## Agenda Item

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15-0005

Agenda Date: 1/6/2015

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### REPORT TO COUNCIL

#### SUBJECT

2015 Seating Arrangements for City Council

#### DISCUSSION

Council Policy 7.3.11 (Attachment 1) provides a process to determine the seating arrangements of Councilmembers at Council meetings. This procedure is conducted as the last item of business at the meeting during which the Mayor and/or Vice Mayor are selected.

Section 3.B. of Council's Policy states, "Councilmembers shall select where they wish to sit on the basis of length of continuous time of service on the City Council. The selection process shall be in the order of most senior to least senior. When two or more Councilmembers have equivalent time of service, those Councilmembers are given priority in seat selection by the highest number of votes received in their most recent election." Therefore, after selection of the seats to be occupied by the Mayor and the Vice Mayor, the following order is to be used to select the remaining seats:

	<u>Year First Elected</u>	<u>Councilmember</u>	<u># Votes Last Election</u>	<u>Last Election Date</u>
<b>Most Senior</b>	2007	David Whittum	14,016	2011
	2009	James R. Griffith	11,410	2013
	2011	Pat Meyering	9,092	2011
	2011	Tara Martin-Milius	7,601	2011
	2011	Jim Davis	6,239	2011
	2013	Glenn Hendricks	10,181	2013
<b>Least Senior</b>	2013	Gustav Larsson	9,205	2013

Councilmembers will assume their new seats commencing with the next regular Council meeting scheduled on January 13, 2015.

#### EXISTING POLICY

Council Policy 7.3.11 *Seating Arrangements/City Council*

#### ENVIRONMENTAL REVIEW

N/A

#### FISCAL IMPACT

N/A

**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.

**STAFF RECOMMENDATION**

Determine the seating arrangements for 2015 in accordance with Council Policy 7.3.11.

Prepared by: Kathleen Franco Simmons, City Clerk

Reviewed by: Robert A. Walker, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENT**

1. Council Policy 7.3.11 *Seating Arrangements/City Council*

## **Policy 7.3.11 Seating Arrangements/City Council**

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### **POLICY PURPOSE:**

Section 613 of the Charter provides that the City Council shall establish rules for the conduct of its proceedings. It is the purpose of this policy to establish a process to determine the seating arrangement of Councilmembers at Council meetings.

### **POLICY STATEMENT:**

1. Seating of Mayor

The Mayor shall be seated in the center seat. Should the Mayor be absent, the Vice Mayor will assume the Mayor's seat.

2. Seating of the Vice Mayor

The Vice Mayor shall be seated to either side of the Mayor, with the vice Mayor receiving preference for obtaining the seat.

3. Councilmember Seating

A. When Determined: Seating arrangements will be determined as the last item of business at a meeting during which a mayor and/or vice mayor is selected.

B. How Determined: Councilmembers shall select where they wish to sit on the basis of length of continuous time of service on the City Council. The selection process shall be in the order of most senior to least senior. When two or more Councilmembers have equivalent time of service, those Councilmembers shall be given priority in seat selection by the highest number of votes in his/her most recent election.

(Adopted: RTC 81-602 (10/6/1981); Amended: 84-673 (11/6/1984), 85-554 (11/12/1985), 87-590 (11/10/1987), 88-701 (11/29/1988), 89-729 (11/14/1989), 91-522 (11/12/1991), 05-357 (11/29/05))

Lead Department: Office of the City Manager



# City of Sunnyvale

## Agenda Item

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**15-0016**

**Agenda Date: 1/6/2015**

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Tentative Council Meeting Agenda Calendar



# City of Sunnyvale

## Tentative Council Meeting Agenda Calendar

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### Tuesday, January 13, 2015 - City Council

#### **Study Session**

**15-0029** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Emergency Management Operations

#### **Special Order of the Day**

**15-0006** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

**15-0007** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Incoming Vice Mayor

#### **Public Hearings/General Business**

**14-1135** Staff Comments to the Santa Clara Valley Transportation Authority on the Draft Environmental Impact Report of the El Camino Real Bus Rapid Transit Project

### Friday, January 30, 2015 - City Council

#### **Study Session**

**15-0009** 8:30 A.M. SPECIAL COUNCIL MEETING  
Study Issues/Budget Issues Workshop

### Tuesday, February 10, 2015 - City Council

#### **Study Session**

**14-0845** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion on Rental Housing Impact Fee

#### **Presentation**

**15-0027** PRESENTATION - VTA Presentation on the North/South Corridor Study

#### **Public Hearings/General Business**

**14-0195** 2015 Quarterly Consideration of General Plan Amendment Initiation Request (Tentative)

**14-1072** Proposal for Future Service Level of Care Management Program at the Senior Center

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**Tuesday, February 24, 2015 - City Council****Study Session**

- 14-1090** 5 P.M. SPECIAL COUNCIL MEETING (Joint Study Session with Planning Commission)  
Review Draft Lawrence Station Area Plan
- 15-0014** 6 P.M. SPECIAL COUNCIL MEETING (Joint Study Session with Planning Commission)  
Peery Park Specific Plan

**Public Hearings/General Business**

- 14-0288** Introduce an Ordinance to Amend Chapter 19.46 (Parking) of Title 19 of the Sunnyvale Municipal Code to include Modifications based on the Tandem and Stacker Parking Study Issue (2014-7435)
- 15-0012** Adoption of Council-ranked Study Issue Presentation Dates for 2015
- 14-1098** Adopt a Resolution and Revise Council Policy 7.1.5 to Authorize the City Manager to Appropriate Grants up to \$100,000

**Date to be Determined - City Council****Study Session**

- 14-0398** SPECIAL COUNCIL MEETING (Study Session)  
Citywide Traffic/Transportation Update

**Public Hearings/General Business**

- 14-0027** Toolkit for Commercial/Residential Mixed Use Development (Study Issue)  
(Tentatively scheduled for March 2015)
- 14-0030** Peery Park Project Description and Preliminary Plan Concepts  
(Tentatively scheduled for April 2015)
- 14-0031** Ecodistrict Feasibility and Incentives (Study Issues)
- 14-0032** Community and Operational Greenhouse Gas Inventory (Study Issue)
- 14-0034** Protecting Burrowing Owl Habitat on City Facilities (Study Issue)
- 14-0035** Pilot Bicycle Boulevard Project on East-West and North-South Routes  
(Study Issue)
- 14-0270** Use of Gas-powered Leaf Blowers (Study Issue)  
(Tentatively scheduled for March 2015)

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<b>14-0272</b>	Community Choice Aggregation (Study Issue) (Tentatively scheduled for May 2015)
<b>14-0273</b>	Optimization of Wolfe Road for Neighborhood and Commuters via Reconfiguration and Signalization (Study Issue)
<b>14-0277</b>	Review of Park Use Policies and Related User Fees (Study Issue) (Tentatively scheduled for March 2015)
<b>14-0429</b>	Resolution Forming Homestead Road Underground Utility District - Public Hearing
<b>14-0846</b>	Discussion and Possible Action on Rental Housing Impact Fee (Tentatively scheduled for March 2015)
<b>14-0988</b>	Expand Smoking Regulations to Prohibit Smoking Near Doorways and Outdoor Areas of Retail and Commercial Businesses (Study Issue - Fall/Winter 2015 Proposed)



# City of Sunnyvale

## Agenda Item

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**15-0019**

**Agenda Date: 1/6/2015**

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Information/Action Items

## **2014 INFORMATION/ACTION ITEMS** **COUNCIL DIRECTIONS TO STAFF**

<b>No.</b>	<b>Date Assigned</b>	<b>Directive/Action Required</b>	<b>Dept</b>	<b>Due Date</b>	<b>Date Completed</b>
1.	2/25/14	Schedule Rule 20A Resolution for future Council agenda	DPW	TBD	
2.	11/25/14	Discuss with the City Manager the notion of a study session with, or presentation by, the VTA regarding north/south transit improvements	DPW	12/18/14	<b>12/15/14</b>
3.	12/9/14	Light out in the men's restroom located next to the Council Chambers (noted by Mayor)	DPW		<b>12/12/14</b>
4.	12/16/14	Research and advise Council about previous Council actions and commitments regarding Historical Society's request for assistance from City in moving home from Butcher's Corner to Orchard Heritage Museum	OCM		

## **NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2014**

<b>No.</b>	<b>Date Requested</b>	<b>Study Issue Title</b>	<b>Requested By</b>	<b>Dept</b>	<b>Issue Paper Approved by City Manager</b>
1.	12/9/14	Create a 2015 Study Issue Paper to make public all future employee bargaining proposals and counter proposals.	Meyering/ Whittum	HR	
2.	12/16/14	Create 2015 Study Issue Paper to consider Development of Weekday School Facilities on Park Properties	Whittum/ Meyering	DPW	



# City of Sunnyvale

## Agenda Item

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**14-0836**

**Agenda Date:** 1/6/2015

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Study Session Summary of December 16, 2014 - Discussion of Upcoming Selection of 2015 Vice Mayor



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, December 16, 2014

6:45 PM

Special Meeting - Study Session (Audio  
Only)

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### **6:45 P.M. SPECIAL COUNCIL MEETING (Study Session)**

#### **1 Call to Order in the West Conference Room (Open to the Public)**

Vice Mayor Davis called the meeting to order at 6:45 p.m.

#### **2 Roll Call**

**Present:** 7 - Mayor Jim Griffith  
Vice Mayor Jim Davis  
Councilmember David Whittum  
Councilmember Pat Meyering  
Councilmember Tara Martin-Milius  
Councilmember Glenn Hendricks  
Councilmember Gustav Larsson

#### **3 Public Comment**

None.

#### **4 Study Session**

[14-0627](#) Discussion of Upcoming Selection of 2015 Vice Mayor

Study Session Summary:

Councilmember Tara Martin-Milius expressed interest in serving as Vice Mayor.

Councilmember Glenn Hendricks expressed interest in serving as Vice Mayor.

#### **5 Adjourn Special Meeting**

Vice Mayor Davis adjourned the meeting at 6:49 p.m.