

# Notice and Agenda - Revised City Council

Tuesday, December 1, 2015

4:30 PM

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

Special Meetings-Closed Sessions-4:30 PM and 5 PM | Study Session-6 PM | Regular Meeting-7 PM

### 4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)

- 1 Call to Order in the West Conference Room
- 2 Roll Call
- 3 Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

#### 4 Convene to Closed Session

<u>15-1013</u> Closed Session held pursuant to California Government Code

Section 54957: PUBLIC EMPLOYEE APPOINTMENT

Title: City Attorney

Closed Session held pursuant to California Government Code

Section 54957.6: CONFERENCE WITH LABOR

**NEGOTIATORS** 

Agency designated representatives: City Council

Compensation Subcommittee

Unrepresented Employee: City Attorney

#### 5 Adjourn Special Meeting

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

1 Call to Order in the West Conference Room

#### 2 Roll Call

#### 3 Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

#### 4 Convene to Closed Session

15-0098 Closed Session held pursuant to California Government Code

Section 54957: PUBLIC EMPLOYEE PERFORMANCE

EVALUATION
Title: City Manager

Closed Session held pursuant to California Government Code

Section 54957.6: CONFERENCE WITH LABOR

**NEGOTIATORS** 

Agency designated representatives: City Council

Compensation Subcommittee

Unrepresented Employee: City Manager

#### 5 Adjourn Special Meeting

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

- 1 Call to Order in the West Conference Room (Open to the Public)
- 2 Roll Call
- 3 Public Comment
- 4 Study Session

15-0860 Review Potential for Utility Users Tax Ballot Measure (Study

Issue)

#### 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**

### **SPECIAL ORDER OF THE DAY**

<u>15-0359</u> SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

### ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow Councilmembers to take action on an item not listed on the agenda. 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.

#### **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** <u>15-0998</u> 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.B** <u>15-0990</u> Award of Contract for a Laboratory Information Management

System for the Water Pollution Control Plant Laboratory

(F15-88)

Recommendation: 1) Award a contract in the amount of \$178,145 to Ethosoft,

Inc. to implement a comprehensive Laboratory Information Management System, in substantially the same form as the draft agreement attached to the report; and 2) approve a 10%

contract contingency in the amount of \$17,815.

**1.C** <u>15-1060</u> Approve Budget Modification No. 15 to Appropriate Funds

from the General Fund for Payment Pursuant to the

Redevelopment Agency Dissolution Law

**Recommendation:** Approve Budget Modification No. 15 to Appropriate

\$14,175,000 in Funds from the General Fund Reserves for Payment of former Redevelopment Agency Obligations Pursuant to Redevelopment Agency Dissolution Law.

**1.D** <u>15-1030</u> Adopt Ordinance No. 3066-15 Repealing Section 19.42.080

(Surveillance Cameras - Restrictions) of Chapter 19.42 (Operating Standards) of Title 19 (Zoning) of the Sunnyvale

Municipal Code

**Recommendation:** Adopt Ordinance No. 3066-15.

**1.E** 15-1059 Adopt Ordinance No. 3067-15 Amending the Precise Zoning

Plan, Zoning Districts Map, to Rezone Certain Property Located at 645 Almanor Avenue from M-S (Industrial And Service) to M-S 100% Far (Industrial and Service 100% Floor

Area Ratio) Zoning District

**Recommendation:** Adopt Ordinance No. 3067-15.

**1.F** 15-1064 Adopt Ordinance No. 3068-15 Amending the Precise Zoning

Plan, Zoning Districts Map, to Rezone Certain Property Located at 915 Deguigne Avenue from M-S (Industrial And Service) to Medium Density Residential/Planned Development

(R-3/PD)

**Recommendation:** Adopt Ordinance No. 3068-15.

**1.G** 15-1065 Adopt Ordinance No. 3069-15 Amending the Precise Zoning

Plan, Zoning Districts Map, to Rezone Certain Property Located at 936 Duane Avenue from M-S (Industrial And

Service) to Public Facilities (PF)

Recommendation: Adopt Ordinance No. 3069-15.

#### 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 <u>15-0951</u> Minimum Wage - Update on Regional Efforts to Reach \$15 by 2018

**Recommendation:** The City Council has already directed staff on this issue and

staff has implemented that direction; however, several regional activities have occurred on setting alternative minimum wages, as well as the outcome of the reduced CPI for the U.S. city average, which provides the City Council with new information in the event that it would like to amend the original direction. Therefore, staff is merely checking in with the City Council to confirm its original direction or consider

new direction to staff.

3 <u>15-0980</u> Direct Staff to Proceed with LED Streetlights Citywide

Conversion Project and Approve Budget Modification No. 14

**Recommendation:** Alternative 1: Direct Staff to Proceed with the LED Streetlights

Citywide Conversion Project to convert all remaining HPS streetlights in the City and Approve Budget Modification No.

14.

4 <u>15-1005</u> Amend the Salary Resolution to Revise the Paid Time Off and

Paid Medical Leave Provisions for Unrepresented Classified

Confidential Employees

**Recommendation:** Alternative 1: Adopt a Resolution Amending Resolution

190-05, the City's Salary Resolution, to Revise Section

3.110(g) (Paid Time Off Leave (PTO) and Paid Medical Leave - Confidential Employees) to Require 120 hours of Paid Time Off prior to Paid Medical Leave Eligibility for Unrepresented

Classified Confidential Employees.

5 <u>15-1007</u> Amend the Schedule of Pay in the Salary Resolution to

provide Salary Increases, effective retroactive to July 5, 2015, for Pay Plan Category C (Classified Public Safety Officers and Lieutenants) and Pay Plan Category D/E (Public Safety

Captains and Public Safety Deputy Chiefs) pursuant to the

City's current MOUs with the PSOA and PSMA

**Recommendation:** Adopt a Resolution Amending the City's Salary Resolution to

Amend the Schedule of Pay for Pay Plan Categories C (Classified Public Safety Officers and Lieutenants) and D/E (Public Safety Captains and Public Safety Deputy Chiefs) pursuant to the City's current MOUs with the PSOA and

PSMA.

# COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

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

-Council

-City Manager

#### **INFORMATION ONLY REPORTS/ITEMS**

<u>15-0743</u>	Tentative Council Meeting Agenda Calendar

<u>15-0918</u> Information/Action Items

<u>15-0934</u> New Transportation Demand Management (TDM) Program

Guidelines (Information Only)

<u>15-1037</u>	Board/Commission Resignations (Information Only)
<u>15-0368</u>	Study Session Summary of November 17, 2015 - Discussion of Council 2016 Intergovernmental Relations Assignments

#### **ADJOURNMENT**

#### NOTICE TO THE PUBLIC

The agenda reports to council (RTCs) may be viewed on the City's Web site at 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.

### 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 for upcoming Council meeting information.

Visit BoardsandCommissions.inSunnyvale.com for upcoming board and commission meeting information.

For a complete schedule of KSUN-15 Council meeting broadcasts, visit KSUN.insunnyvale.com.



### **Agenda Item**

**15-1013** Agenda Date: 12/1/2015

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

Title: City Attorney

Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: City Council Compensation Subcommittee

Unrepresented Employee: City Attorney



### Agenda Item

**15-0098** Agenda Date: 12/1/2015

Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: City Council Compensation Subcommittee

Unrepresented Employee: City Manager



### Agenda Item

**15-0860** Agenda Date: 12/1/2015

Review Potential for Utility Users Tax Ballot Measure (Study Issue)



### Agenda Item

**15-0359** Agenda Date: 12/1/2015

SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members



### Agenda Item

**15-0998** Agenda Date: 12/1/2015

### 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.	<u>Date</u>	Total Disbursements
790	11/08/15 through 11/14/15	\$2,795,097.30

#### **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: Timothy J. Kirby, Assistant Director of Finance

Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

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

11/17/2015 Page 1 City of Sunnyvale **LIST # 790** 

## List of All Claims and Bills Approved for Payment For Payments Dated 11/8/2015 through 11/14/2015

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	<b>Amount Paid</b>	Payment Total
100274652	11/11/15	AMA COLF		T ( D )	147.77	0.00	1.47.77	\$267.74
100274652	11/11/15	AMA GOLF	135156	Inventory Purchase		0.00	147.77	\$207.74
			135184	Inventory Purchase	119.97	0.00	119.97	
100274653	11/11/15	ADVANCE DESIGN CONSULTANTS INC	1430911-03	Consultants	2,190.16	0.00	2,190.16	\$2,190.16
100274654	11/11/15	AL CLANCY & ASSOC	10/09/15	Environmental Services	800.00	0.00	800.00	\$800.00
100274655	11/11/15	ALCAL SPECIALTY CONTRACTING INC	ROOFIRE1346#0	Construction Services	200,272.73	0.00	200,272.73	\$200,272.73
			3					
100274656	11/11/15	AMFASOFT CORP	EMILYDOT-01	DED Services/Training - Training	3,600.00	0.00	3,600.00	\$4,747.50
			MAUMAH-01	DED Services/Training - Training	1,147.50	0.00	1,147.50	
100274657	11/11/15	BAKER & TAYLOR	4011394305	Library Acquisitions, Books	130.80	0.00	130.80	\$140.34
			4011394305	Library Materials Preprocessing	9.54	0.00	9.54	
100274658	11/11/15	BARTEL ASSOC LLC	15-630	Financial Services	760.00	0.00	760.00	\$760.00
100274659	11/11/15	BAUER COMPRESSORS INC	0000203844	General Supplies	514.91	0.00	514.91	\$514.91
100274660	11/11/15	BAY AREA NEWS GROUP DIGITAL FIRST	0005548171-RE	Advertising Services	299.00	0.00	299.00	\$1,687.50
		MEDIA	0005559472A	Advertising Services	599.00	0.00	599.00	
			0005559472-RE	Advertising Services	299.50	0.00	299.50	
			0005564641-RE	Advertising Services	490.00	0.00	490.00	
100274661	11/11/15	BOUND TREE MEDICAL LLC	81946036	Inventory Purchase	3,654.00	0.00	3,654.00	\$5,146.59
			81960711	Inventory Purchase	1,492.59	0.00	1,492.59	
100274662	11/11/15	C CRUZ SUB-SURFACE LOCATORS INC	20350	Services Maintain Land Improv	250.00	0.00	250.00	\$250.00
100274663	11/11/15	CALIFORNIA DEPT OF GENERAL	1408481	Utilities - Gas	6,541.92	0.00	6,541.92	\$6,541.92
		SERVICES						
100274664	11/11/15	CLEAN VENT INC	35659	Facilities Maint & Repair - Labor	645.00	0.00	645.00	\$645.00
100274665	11/11/15	CONTRACTOR COMPLIANCE &	6349	Consultants	2,000.00	0.00	2,000.00	\$2,000.00
		MONITORING INC						
100274666	11/11/15	CROP PRODUCTION SERVICES INC	28595432	Materials - Land Improve	4,872.00	0.00	4,872.00	\$19,488.00
			28621216	Materials - Land Improve	19,488.00	0.00	19,488.00	
			28621314	Materials - Land Improve	-4,872.00	0.00	-4,872.00	
100274667	11/11/15	DTN ENGINEERS INC	359.11	Engineering Services	1,652.00	0.00	1,652.00	\$1,652.00
100274668	11/11/15	DAPPER TIRE CO INC	42531866	Inventory Purchase	1,085.89	0.00	1,085.89	\$1,809.81
			42536040	Inventory Purchase	723.92	0.00	723.92	

Payment	Payment							
<b>No.</b> 100274669	<b>Date</b> 11/11/15	Vendor Name ELIZABETH J STRAIN	Invoice No. ES2015OCT	<b>Description</b> Rec Instructors/Officials	Invoice Amount 396.00	Discount Taken 0.00	Amount Paid 396.00	Payment Total \$396.00
100274670	11/11/15	EMPIRE SAFETY & SUPPLY	0076237-IN	Inventory Purchase	259.96	0.00	259.96	\$259.96
100274671	11/11/15	ENNIS PAINT INC	296571	Materials - Land Improve	4,110.76	0.00	4,110.76	\$13,245.76
			296755	Materials - Land Improve	9,135.00	0.00	9,135.00	
100274672	11/11/15	EPOPLEX	SLS/30008546	Materials - Land Improve	846.96	0.00	846.96	\$846.96
100274673	11/11/15	ESPINOZA TREE SERVICE	231	Professional Services	700.00	0.00	700.00	\$1,400.00
			232	Professional Services	700.00	0.00	700.00	
100274674	11/11/15	FERGUSON ENTERPRISES INC	1126860	Inventory Purchase	1,218.00	11.20	1,206.80	\$1,206.80
100274675	11/11/15	FIRST PLACE INC	83470	General Supplies	180.31	0.00	180.31	\$180.31
100274676	11/11/15	FRANCISCO & ASSOC INC	2581	Financial Services	2,000.00	0.00	2,000.00	\$2,000.00
100274677	11/11/15	FRANCISCO & ASSOC INC	2581	Financial Services	1,500.00	0.00	1,500.00	\$1,500.00
100274678	11/11/15	FREMONT UNION HIGH SCHOOL	16-166	Professional Services	2,170.71	0.00	2,170.71	\$2,170.71
		DISTRICT						
100274679	11/11/15	GALE/CENGAGE LEARNING	56534727	Library Acquisitions, Books	257.44	0.00	257.44	\$314.84
			56546754	Library Acquisitions, Books	27.83	0.00	27.83	
			56555848	Library Acquisitions, Books	29.57	0.00	29.57	
100274680	11/11/15	GOLDEN GATE PETROLEUM	668671	Inventory Purchase	5,058.68	0.00	5,058.68	\$5,058.68
100274681	11/11/15	GORILLA METALS	182708	Materials - Land Improve	62.27	0.00	62.27	\$62.27
100274682	11/11/15	GRANICUS INC	70045	Software As a Service	3,469.20	0.00	3,469.20	\$3,469.20
100274683	11/11/15	GRANITE CONSTRUCTION CO	890247	Materials - Land Improve	1,710.53	0.00	1,710.53	\$5,592.15
			892279	Materials - Land Improve	2,919.40	0.00	2,919.40	
			893085	Materials - Land Improve	498.62	0.00	498.62	
			893117	Materials - Land Improve	463.60	0.00	463.60	
100274684	11/11/15	GRAYBAR ELECTRIC CO INC	981494910	Comm Equip Maintain & Repair - Materials 2	81.87	0.00	81.87	\$319.94
			981523235	Comm Equip Maintain & Repair - Materials 2	238.07	0.00	238.07	
100274685	11/11/15	HORIZON DISTRIBUTORS INC	1Y187997	Materials - Land Improve	3,962.94	0.00	3,962.94	\$3,926.86
			1Y188035	Materials - Land Improve	-36.08	0.00	-36.08	
100274686	11/11/15	HSIANG-PING WAN	OCT15 EXAMS	DED Services/Training - Support Services	s 490.00	0.00	490.00	\$490.00
100274687	11/11/15	IMPERIAL SPRINKLER SUPPLY	2409994-00	Materials - Land Improve	611.72	0.00	611.72	\$1,842.81
			2414298-01	Electrical Parts & Supplies	304.63	0.00	304.63	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 2418668-00	<b>Description</b> Materials - Land Improve	Invoice Amount 80.26	Discount Taken 0.00	Amount Paid 80.26	Payment Total
			2420195-01	Materials - Land Improve	846.20	0.00	846.20	
100274688	11/11/15	INFOSEND INC	96936	Mailing & Delivery Services	1,106.79	0.00	1,106.79	\$12,356.97
			96937	Postage	2,361.36	0.00	2,361.36	
			97268	Mailing & Delivery Services	935.49	0.00	935.49	
			97269	Postage	2,218.39	0.00	2,218.39	
			97630	Financial Services	1,813.24	0.00	1,813.24	
			98019	Mailing & Delivery Services	1,178.73	0.00	1,178.73	
			98020	Postage	2,742.97	0.00	2,742.97	
100274690	11/11/15	INTERACTIVE DATA PRICING	04513105	Financial Services	115.52	0.00	115.52	\$115.52
100274691	11/11/15	INTERNATIONAL PAPER CO	P0093675-01	Recycling Services	73.13	0.00	73.13	\$73.13
100274692	11/11/15	INTERSTATE SALES	11515	Materials - Land Improve	2,775.84	0.00	2,775.84	\$2,775.84
100274693	11/11/15	INTREPID ELECTRONIC SYSTEMS INC	32230	Facilities Maint & Repair - Labor	600.00	0.00	600.00	\$600.00
100274694	11/11/15	KENNEDY JENKS CONSULTANTS	96577	HazMat Disposal - Hazardous Waste Disposal	840.00	0.00	840.00	\$840.00
100274695	11/11/15	KEVIN W HARPER CPA & ASSOC	100915 STMT	Financial Services	1,628.00	0.00	1,628.00	\$1,628.00
100274696	11/11/15	KING BUSINESS SERVICES	2015-029	Investigation Expense	2,365.00	0.00	2,365.00	\$2,365.00
100274697	11/11/15	KOHLWEISS AUTO PARTS INC	01ON5369	Inventory Purchase	508.59	10.17	498.42	\$498.42
100274698	11/11/15	L N CURTIS & SONS INC	1375288-00	Inventory Purchase	672.53	0.00	672.53	\$672.53
100274699	11/11/15	LAWSON PRODUCTS INC	9303663725	Miscellaneous Equipment Parts & Supplie	es 463.56	0.00	463.56	\$463.56
100274700	11/11/15	LIFETIME TENNIS INC	1022	Rec Instructors/Officials	3,788.40	0.00	3,788.40	\$3,788.40
100274701	11/11/15	LOCAL GOVERNMENT COMMISSION	625B-COS-03	Professional Services	2,439.00	0.00	2,439.00	\$2,439.00
100274702	11/11/15	MALLORY SAFETY & SUPPLY LLC	3995117	Inventory Purchase	73.08	0.00	73.08	\$73.08
100274703	11/11/15	MARIA JERRAM	87651143	DED Services/Training - Support Services	139.00	0.00	139.00	\$139.00
100274704	11/11/15	MCMASTER CARR SUPPLY CO	42521197	Hand Tools	228.20	0.00	228.20	\$1,303.87
			42545065	Miscellaneous Equipment Parts & Supplie	es 58.26	0.00	58.26	
			42782336	Miscellaneous Equipment Parts & Supplie	es 320.55	0.00	320.55	
			42833529	Miscellaneous Equipment Parts & Supplie	es 15.79	0.00	15.79	
			42879283	Electrical Parts & Supplies	681.07	0.00	681.07	
100274705	11/11/15	MIDWEST TAPE	93348669	Library Acquis, Audio/Visual	326.11	0.00	326.11	\$625.10
			93348751	Library Acquis, Audio/Visual	16.31	0.00	16.31	

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 93359724	<b>Description</b> Library Acquis, Audio/Visual	Invoice Amount 282.68	Discount Taken 0.00	Amount Paid 282.68	Payment Total
100274706	11/11/15	MISSION LINEN SERVICE	201021202	Laundry & Cleaning Services	0.00	0.00	0.00	\$1,382.04
			501021202	Laundry & Cleaning Services	36.46	0.00	36.46	
			501021208	Laundry & Cleaning Services	39.82	0.00	39.82	
			501021209	Laundry & Cleaning Services	62.06	0.00	62.06	
			501040829	Laundry & Cleaning Services	53.39	0.00	53.39	
			501045538	Laundry & Cleaning Services	34.77	0.00	34.77	
			501055931	Laundry & Cleaning Services	50.94	0.00	50.94	
			501066531	Laundry & Cleaning Services	39.82	0.00	39.82	
			501066537	Laundry & Cleaning Services	61.02	0.00	61.02	
			501066538	Laundry & Cleaning Services	62.06	0.00	62.06	
			501086179	Laundry & Cleaning Services	53.39	0.00	53.39	
			501092935	Laundry & Cleaning Services	34.77	0.00	34.77	
			501101720	Laundry & Cleaning Services	50.94	0.00	50.94	
			501111974	Laundry & Cleaning Services	39.82	0.00	39.82	
			501111980	Laundry & Cleaning Services	61.02	0.00	61.02	
			501111981	Laundry & Cleaning Services	62.06	0.00	62.06	
			501129145	Laundry & Cleaning Services	53.39	0.00	53.39	
			501138084	Laundry & Cleaning Services	50.94	0.00	50.94	
			501148913	Laundry & Cleaning Services	50.94	0.00	50.94	
			501156181	Laundry & Cleaning Services	39.82	0.00	39.82	
			501156187	Laundry & Cleaning Services	61.02	0.00	61.02	
			501156188	Laundry & Cleaning Services	63.74	0.00	63.74	
			501174170	Laundry & Cleaning Services	53.39	0.00	53.39	
			501183009	Laundry & Cleaning Services	50.94	0.00	50.94	
			501193569	Laundry & Cleaning Services	50.94	0.00	50.94	
			501200234	Laundry & Cleaning Services	39.82	0.00	39.82	
			501200240	Laundry & Cleaning Services	61.02	0.00	61.02	
			501200241	Laundry & Cleaning Services	63.74	0.00	63.74	
100274709	11/11/15	MONARCH TRUCK CENTER	227855P	Parts, Vehicles & Motor Equip	42.16	0.00	42.16	\$42.16
100274710	11/11/15	MOUNTAIN VIEW GARDEN CENTER	79777	Materials - Land Improve	691.00	0.00	691.00	\$3,227.36

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 79809	<b>Description</b> Materials - Land Improve	Invoice Amount 287.92	Discount Taken 0.00	Amount Paid 287.92	Payment Total
			79863	Materials - Land Improve	8.70	0.00	8.70	
			79958	Materials - Land Improve	295.95	0.00	295.95	
			79962	Materials - Land Improve	287.92	0.00	287.92	
			80025	Materials - Land Improve	144.09	0.00	144.09	
			80109	Materials - Land Improve	240.83	0.00	240.83	
			80166	Materials - Land Improve	301.57	0.00	301.57	
			80233	Materials - Land Improve	287.92	0.00	287.92	
			80265	Materials - Land Improve	162.85	0.00	162.85	
			80268	Materials - Land Improve	97.71	0.00	97.71	
			80272	Materials - Land Improve	132.98	0.00	132.98	
			80280	Materials - Land Improve	287.92	0.00	287.92	
100274712	11/11/15	MUSSON THEATRICAL INC	00399890	General Supplies	85.13	0.00	85.13	\$85.13
100274713	11/11/15	MY FIRST ART CLASS	096	Rec Instructors/Officials	1,320.00	0.00	1,320.00	\$1,320.00
100274714	11/11/15	NEXTEL COMMUNICATIONS	223865314-167	Utilities - Mobile Phones - City Mobile Phones	313.39	0.00	313.39	\$313.39
100274715	11/11/15	NORCAL MOLECULAR LLC	5017	Chemicals	725.34	0.00	725.34	\$1,509.85
			5027	Chemicals	784.51	0.00	784.51	
100274716	11/11/15	NOTEWORTHY MUSIC SCHOOL INC	463	Rec Instructors/Officials	4,002.00	0.00	4,002.00	\$4,002.00
100274717	11/11/15	OCLC INC	0000425127	Lib Database Services (OCLC)	2,006.50	0.00	2,006.50	\$2,006.50
100274718	11/11/15	OCCUPATIONAL TRAINING INSTITUTE	WIA-1272	DED Services/Training - Training	298.55	0.00	298.55	\$1,087.48
			WIA-1273	DED Services/Training - Training	426.60	0.00	426.60	
			WIA-1274	DED Services/Training - Training	362.33	0.00	362.33	
100274719	11/11/15	ON ASSIGNMENT LAB SUPPORT	LAB550122419	Salaries - Contract Personnel	1,710.00	0.00	1,710.00	\$5,280.00
			LAB550122766	Salaries - Contract Personnel	675.00	0.00	675.00	
			LAB550122767	Salaries - Contract Personnel	637.50	0.00	637.50	
			LAB550124678	Salaries - Contract Personnel	1,620.00	0.00	1,620.00	
			LAB550125019	Salaries - Contract Personnel	637.50	0.00	637.50	
100274720	11/11/15	OPTONY INC	154211	Professional Services	1,604.25	0.00	1,604.25	\$1,604.25
100274721	11/11/15	OUTOTHEBOX ENTERPRISES INC	13476	Recycling Services	700.00	0.00	700.00	\$700.00
100274722	11/11/15	P&R PAPER SUPPLY CO INC	30055036-01	Inventory Purchase	300.08	0.00	300.08	\$300.08

Payment	Payment							
<b>No.</b> 100274723	<b>Date</b> 11/11/15	Vendor Name PMC	Invoice No. 44402	<b>Description</b> Consultants	Invoice Amount 3,485.00	Discount Taken 0.00	Amount Paid 3,485.00	Payment Total \$3,485.00
100274724	11/11/15	PACIFIC JANITORIAL SUPPLY CO	30033409	Inventory Purchase	63.18	0.00	63.18	\$63.18
100274725	11/11/15	PETER HAZEL	2	Professional Services	5,000.00	0.00	5,000.00	\$5,000.00
100274726	11/11/15	PINE CONE LUMBER CO INC	616080	Materials - Land Improve	139.80	0.00	139.80	\$317.13
			617385	Services Maintain Land Improv	127.26	0.00	127.26	
			617396	Bldg Maint Matls & Supplies	1.29	0.00	1.29	
			617435	Hand Tools	48.78	0.00	48.78	
100274727	11/11/15	PLANET FUTSAL	2-2015	Rec Instructors/Officials	743.40	0.00	743.40	\$743.40
100274728	11/11/15	PORTNOV COMPUTER SCHOOL	10-10-15	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,400.00
100274729	11/11/15	R & R PRODUCTS INC	CD1956579	Materials - Land Improve	706.16	0.00	706.16	\$706.16
100274730	11/11/15	R E P NUT N BOLT GUY	26943	Inventory Purchase	83.69	0.00	83.69	\$83.69
100274731	11/11/15	RAFT RESOURCE AREA FOR TEACHERS	2015-10-1799	Membership Fees	45.00	0.00	45.00	\$45.00
100274732	11/11/15	RASH CURTIS & ASSOC	661900000122	Financial Services	76.00	0.00	76.00	\$407.58
			662700000227	Financial Services	331.58	0.00	331.58	
100274733	11/11/15	READYREFRESH BY NESTLE	15J5740142004	General Supplies	78.20	0.00	78.20	\$78.20
100274734	11/11/15	SC FUELS	2915613	Inventory Purchase	16,200.89	0.00	16,200.89	\$16,200.89
100274735	11/11/15	SAFEWAY INC	430930-102715	Food Products	68.30	0.00	68.30	\$164.44
			800812-102215	General Supplies	82.90	0.00	82.90	
			806189-110415	Food Products	9.98	0.00	9.98	
			806189-110415	General Supplies	3.26	0.00	3.26	
100274736	11/11/15	SAN DIEGO POLICE EQUIPMENT CO	619303	Ammunition	2,596.73	0.00	2,596.73	\$2,596.73
100274737	11/11/15	SAN FRANCISCO STATE UNIVERSITY	753990	DED Services/Training - Training	435.00	0.00	435.00	\$435.00
100274738	11/11/15	SANTA CLARA VALLEY HEALTH &	H5586497200	Medical Services	1,433.00	0.00	1,433.00	\$1,433.00
100054500	11/11/15	HOSPITAL SYS			11.010.50	0.00	11.010.50	044.040.00
100274739		SANTA CLARA VALLEY WATER DISTRICT	GM012830	Taxes & Licenses - Misc	11,219.70	0.00	11,219.70	\$11,219.70
100274740		SHRED-IT USA LLC	9408015652	Records Related Services	45.00	0.00	45.00	\$45.00
100274741	11/11/15	SIERRA CHEMICAL CO	SCM10002257	Chemicals	-1,546.43	0.00	-1,546.43	\$2,176.75
			SCM10002258	Chemicals	-134.40	0.00	-134.40	
			SLS10027835	Chemicals	3,857.58	0.00	3,857.58	
100274742	11/11/15	SIERRA PACIFIC TURF SUPPLY INC	0463720-IN	Materials - Land Improve	349.53	0.00	349.53	\$349.53
100274743	11/11/15	SKIL-PAINTING INC	4664	Misc Equip Maint & Repair - Labor	300.00	0.00	300.00	\$300.00

Payment	Payment							
<b>No.</b> 100274744	<b>Date</b> 11/11/15	Vendor Name SMART & FINAL INC	Invoice No. 101029-110315	<b>Description</b> Food Products	Invoice Amount 25.97	Discount Taken 0.00	Amount Paid 25.97	Payment Total \$177.61
			101029-110315	General Supplies	35.85	0.00	35.85	
			101712-110415	Food Products	9.99	0.00	9.99	
			192114-102215	Food Products	105.80	0.00	105.80	
100274745	11/11/15	SOUTHERN CALIFORNIA LIBRARY COOPERATIVE	IN-09826	Computer Hardware	6,172.03	0.00	6,172.03	\$6,172.03
100274746	11/11/15	SPORTS TURF MANAGEMENT	10773	Professional Services	400.00	0.00	400.00	\$400.00
100274747	11/11/15	STANLEY ACCESS INC	0904271315	Misc Equip Maint & Repair - Labor	318.00	0.00	318.00	\$621.80
			0904271315	Misc Equip Maint & Repair - Materials	303.80	0.00	303.80	
100274748	11/11/15	STATCOMM INC	105333	Facilities Maint & Repair - Labor	375.00	0.00	375.00	\$1,714.91
			105403	Facilities Maint & Repair - Labor	275.00	0.00	275.00	
			105567	Facilities Maint & Repair - Labor	515.00	0.00	515.00	
			105567	Facilities Maint & Repair - Materials	549.91	0.00	549.91	
100274749	11/11/15	STATE WATER RESOURCES CONTROL BOARD	SCHMIDT GR D3	Membership Fees	100.00	0.00	100.00	\$100.00
100274750	11/11/15	STOP PROCESSING CENTER	15898	Financial Services	37.41	0.00	37.41	\$75.25
			15982	Financial Services	37.84	0.00	37.84	
100274751	11/11/15	STUDIO EM GRAPHIC DESIGN	15803	Special Events	652.50	0.00	652.50	\$1,060.32
			15884	Advertising Services	135.94	0.00	135.94	
			15885	Advertising Services	135.94	0.00	135.94	
			15886	Advertising Services	135.94	0.00	135.94	
100274753	11/11/15	SUNNYVALE FORD	453349	Parts, Vehicles & Motor Equip	182.24	0.00	182.24	\$5,090.55
			454235	Parts, Vehicles & Motor Equip	42.47	0.00	42.47	
			454353	Parts, Vehicles & Motor Equip	736.79	0.00	736.79	
			454353-1	Parts, Vehicles & Motor Equip	317.37	0.00	317.37	
			454353-2	Parts, Vehicles & Motor Equip	219.71	0.00	219.71	
			454416	Parts, Vehicles & Motor Equip	203.83	0.00	203.83	
			454454	Parts, Vehicles & Motor Equip	121.69	0.00	121.69	
			454794	Parts, Vehicles & Motor Equip	10.44	0.00	10.44	
			FOCS722455	Auto Maint & Repair - Labor	770.00	0.00	770.00	
			FOCS722455	Auto Maint & Repair - Materials	2,486.01	0.00	2,486.01	
100274754	11/11/15	SUNNYVALE TOWING INC	295728	Vehicle Towing Services	40.00	0.00	40.00	\$40.00

Payment	Payment							
<b>No.</b> 100274755	Date	Vendor Name SUPPLYWORKS	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
100274755		SUZANNE LUFT	1717024-01	Inventory Purchase  Rec Instructors/Officials	339.30 310.50	3.39 0.00	335.91 310.50	\$335.91 \$621.00
100274730	11/11/13	SUZAINNE LUF I	38	Rec Instructors/Officials	310.50	0.00	310.50	\$021.00
100274757	11/11/15	TMT ENTERPRISES INC	39		1,664.56	0.00	1,664.56	\$1,664.56
			81333	Materials - Land Improve	,		,	
100274758		THE PAIN BEHIND THE BADGE	11132015	Training and Conferences	7,000.00	0.00	7,000.00	\$7,000.00
100274759	11/11/15	THOMAS PLUMBING INC	91440	Facilities Maint & Repair - Labor	114.00	0.00	114.00	\$126.50
100054560		TWO COSTS WANTED BY TWO TOD CODD	91440	Facilities Maint & Repair - Materials	12.50	0.00	12.50	0/=/=0
100274760		THYSSENKRUPP ELEVATOR CORP	5000419772	Facilities Maint & Repair - Labor	676.50	0.00	676.50	\$676.50
100274761		TIGER MARTIAL ARTS ACADEMY INC	92215	Rec Instructors/Officials	784.00	0.00	784.00	\$784.00
100274762		TURF STAR INC	6914069-00	Parts, Vehicles & Motor Equip	55.64	0.00	55.64	\$55.64
100274763	11/11/15	UNITED STATES POSTAL SERVICE	P#584-110615	Postage	320.51	0.00	320.51	\$320.51
100274764	11/11/15	UNIVAR USA INC	SJ715276	Chemicals	3,003.34	0.00	3,003.34	\$3,003.34
100274765	11/11/15	UNIVERSITY OF CALIFORNIA SANTA	56937	DED Services/Training - Training	3,195.00	0.00	3,195.00	\$19,930.50
		CRUZ	56946	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56954	DED Services/Training - Training	3,249.00	0.00	3,249.00	
			56956	DED Services/Training - Training	2,686.50	0.00	2,686.50	
			56960	DED Services/Training - Training	5,400.00	0.00	5,400.00	
100274766	11/11/15	VELOCITY DYNAMICS INC	0000019099	Water/Wastewater Treat Equip	17,018.29	0.00	17,018.29	\$17,018.29
100274767	11/11/15	VERIZON WIRELESS	9753647323	Utilities - Mobile Phones - City Mobile Phones	195.32	0.00	195.32	\$195.32
100274768	11/11/15	VERIZON WIRELESS	9754236211	Utilities - Mobile Phones - City Mobile Phones	3,560.48	0.00	3,560.48	\$3,560.48
100274770	11/11/15	VERIZON WIRELESS	9754236212	Utilities - Mobile Phones - City Mobile Phones	4,508.92	0.00	4,508.92	\$4,508.92
100274772	11/11/15	VERIZON WIRELESS	9754236213	Utilities - Mobile Phones - City Mobile Phones	2,382.64	0.00	2,382.64	\$2,382.64
100274775	11/11/15	W G FRITZ CONSTRUCTION INC	3551	Facilities Maint & Repair - Labor	1,800.00	0.00	1,800.00	\$1,800.00
100274776	11/11/15	WEST LITE SUPPLY CO INC	56695H	Facilities Maint & Repair - Labor	370.76	0.00	370.76	\$370.76
100274777	11/11/15	WINSUPPLY OF SILICON VALLEY	650205 00	Bldg Maint Matls & Supplies	804.79	0.00	804.79	\$697.52
			650205 03	Bldg Maint Matls & Supplies	-107.27	0.00	-107.27	
100274778	11/11/15	CALIFORNIA HOMICIDE INVESTIGATORS	03/01-04/2016	Training and Conferences	580.00	0.00	580.00	\$580.00
		ASSN	52,01 0 ,,2010	-				
100274779	11/11/15	CORIX WATER PRODUCTS (US) INC						\$522.31

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 17513030821	<b>Description</b> Materials - Land Improve	Invoice Amount 522.31	Discount Taken 0.00	Amount Paid 522.31	Payment Total
100274780	11/11/15	GEICO GENERAL INSURANCE CO	CLAIM#1516-02 8	Liability Claims Paid	2,208.75	0.00	2,208.75	\$2,208.75
100274781	11/11/15	HSIN YU CHEN	CLAIM#1516-01	Liability Claims Paid	400.00	0.00	400.00	\$400.00
100274782	11/11/15	SOUTH BAY REGIONAL PUBLIC SAFETY	111615-112015	Training and Conferences	660.00	0.00	660.00	\$660.00
100274783	11/11/15	SOUTH BAY REGIONAL PUBLIC SAFETY	216119	Training and Conferences	250.00	0.00	250.00	\$250.00
100274784	11/11/15	STATE WATER RESOURCES CONTROL	28375 GR II	Membership Fees	230.00	0.00	230.00	\$930.00
		BOARD	28621 GR III	Membership Fees	300.00	0.00	300.00	
			28927 GR II	Membership Fees	230.00	0.00	230.00	
			41215 GR I	Membership Fees	170.00	0.00	170.00	
100274785	11/11/15	STATE WATER RESOURCES CONTROL BOARD	D#45247 GR 2	Membership Fees	60.00	0.00	60.00	\$60.00
100274786	11/11/15	VALLEY PLATING INC	14104	General Supplies	288.40	0.00	288.40	\$288.40
100274787	11/11/15	AMB PROPERTY CORPORATION	143-69888	Refund Utility Account Credit	767.89	0.00	767.89	\$767.89
100274788	11/11/15	LISSETTE GUEVARA	292251	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
100274789	11/11/15	MICHIEL LIGTHART	292288	Refund Recreation Fees	588.00	0.00	588.00	\$588.00
100274790	11/11/15	ROSE BOGART	356499	Lib - Lost & Damaged Circulation	15.27	0.00	15.27	\$15.27
100274791	11/13/15	AD CLUB	275912	Advertising Services	355.00	0.00	355.00	\$355.00
100274792	11/13/15	ADAMSON POLICE PRODUCTS	INV185683	Clothing, Uniforms & Access	66.35	0.00	66.35	\$66.35
100274793	11/13/15	AHMED ALAWI	0024-7221-6124	DED Services/Training - Support Services	s 183.75	0.00	183.75	\$183.75
100274794	11/13/15	AIR EXCHANGE INC	37107	Facilities Maint & Repair - Labor	105.00	0.00	105.00	\$183.30
			37107	Facilities Maint & Repair - Materials	78.30	0.00	78.30	
100274795	11/13/15	ALETA JAMORA	440862-1053007	DED Services/Training - Books	50.63	0.00	50.63	\$120.81
			567950-2632228	DED Services/Training - Books	70.18	0.00	70.18	
100274796	11/13/15	AREA TRUCK DRIVING SCHOOL	7419	DED Services/Training - Training	5,320.55	0.00	5,320.55	\$5,320.55
100274798	11/13/15	B & A FRICTION MATERIALS INC	547715	Inventory Purchase	53.56	1.07	52.49	\$52.49
100274799	11/13/15	BACWA	EBM-BDO-0097	Membership Fees	34,068.00	0.00	34,068.00	\$34,068.00
100274800	11/13/15	BADGER METER INC	1065166	Water Meters	17,095.20	0.00	17,095.20	\$23,933.28
			1065167	Water Meters	6,838.08	0.00	6,838.08	
100274801	11/13/15	BAUER COMPRESSORS INC	0000203998	Clothing, Uniforms & Access	254.69	0.00	254.69	\$254.69

Payment	Payment							
<b>No.</b> 100274802	<b>Date</b> 11/13/15	<b>Vendor Name</b> BAY AREA NEWS GROUP DIGITAL FIRST	<b>Invoice No.</b> 0005572886	<b>Description</b> Advertising Services	Invoice Amount 168.00	Discount Taken 0.00	Amount Paid 168.00	Payment Total \$1,113.00
		MEDIA	0005589678	Advertising Services	365.00	0.00	365.00	
			0005598843	Advertising Services	170.00	0.00	170.00	
			0005598861	Advertising Services	238.00	0.00	238.00	
			0005603607	Advertising Services	172.00	0.00	172.00	
100274803	11/13/15	BAY PRO LANDSCAPE SERVICES INC	M3517	Services Maintain Land Improv	711.00	0.00	711.00	\$711.00
100274804	11/13/15	BAY-VALLEY PEST CONTROL INC	0196824	Facilities Maint & Repair - Labor	58.00	0.00	58.00	\$58.00
100274805	11/13/15	BERT S ESPINOSA	BLOCT2015	Medical Services	3,750.00	0.00	3,750.00	\$3,750.00
100274806	11/13/15	BOUND TREE MEDICAL LLC	81952681	Supplies, First Aid	2,017.50	0.00	2,017.50	\$2,017.50
100274807	11/13/15	CALPLY SAN JOSE	186463787	Bldg Maint Matls & Supplies	148.88	0.00	148.88	\$148.88
100274808	11/13/15	CALIFORNIA DEPT OF GENERAL SERVICES	1408233	Utilities - Gas	13,343.01	0.00	13,343.01	\$13,343.01
100274809	11/13/15	CALIFORNIA PRODUCT STEWARDSHIP COUNCIL	0012-SV	General Supplies	4,099.16	0.00	4,099.16	\$4,099.16
100274810	11/13/15	CU SOLUTIONS INC	0468	Miscellaneous Services	1,350.00	0.00	1,350.00	\$1,350.00
100274811	11/13/15	DAVID GULLO	SUNNYVLE1	City Training Program	1,200.00	0.00	1,200.00	\$1,200.00
100274812	11/13/15	DELL MARKETING LP	XJN6R6617	Computer Hardware	1,199.68	0.00	1,199.68	\$1,199.68
100274813	11/13/15	DEPARTMENT OF JUSTICE	131762	Pre-Employment Testing	672.00	0.00	672.00	\$1,992.00
			132028	Contracts/Service Agreements	1,320.00	0.00	1,320.00	
100274815	11/13/15	ESBRO	20360	Chemicals	311.60	0.00	311.60	\$311.60
100274816	11/13/15	ESPINOZA TREE SERVICE	237	Professional Services	2,100.00	0.00	2,100.00	\$2,100.00
100274817	11/13/15	FAILSAFE TESTING	8060	Safety Equipment Maintenance & Repair	1,200.00	0.00	1,200.00	\$1,200.00
100274818	11/13/15	FOSTER BROS SECURITY SYSTEMS INC	274125	Bldg Maint Matls & Supplies	522.00	0.00	522.00	\$1,117.95
			274220	Bldg Maint Matls & Supplies	595.95	0.00	595.95	
100274819	11/13/15	FRANK A OLSEN CO INC	234237	Water/Wastewater Treat Equip	3,386.88	0.00	3,386.88	\$3,386.88
100274820	11/13/15	GRM INFORMATION MANAGEMENT SERVICES	0071126	Records Related Services	2,080.20	0.00	2,080.20	\$2,080.20
100274821	11/13/15	GHIRARDELLI ASSOCIATES INC	14054-1	Engineering Services	37,053.67	0.00	37,053.67	\$37,053.67
100274822	11/13/15	GOLDEN GATE MECHANICAL INC	31362	Electrical Parts & Supplies	442.28	0.00	442.28	\$442.28
100274823	11/13/15	GRANITE CONSTRUCTION CO	895980	Materials - Land Improve	461.32	0.00	461.32	\$10,106.38
			896001	Materials - Land Improve	2,337.80	0.00	2,337.80	
			897024	Materials - Land Improve	3,671.52	0.00	3,671.52	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 897040	<b>Description</b> Materials - Land Improve	Invoice Amount 2,474.07	Discount Taken 0.00	Amount Paid 2,474.07	Payment Total
			898630	Materials - Land Improve	1,161.67	0.00	1,161.67	
100274824	11/13/15	GRAYBAR ELECTRIC CO INC	981826616	Comm Equip Maintain & Repair - Materials 2	307.84	0.00	307.84	\$583.42
			981826617	Comm Equip Maintain & Repair - Materials 2	275.58	0.00	275.58	
100274825	11/13/15	GROVER LANDSCAPE SERVICES	0237536	Services Maintain Land Improv	725.00	0.00	725.00	\$1,875.00
			0237540	Services Maintain Land Improv	1,150.00	0.00	1,150.00	
100274826	11/13/15	HACH CO INC	9632921	Chemicals	1,175.92	0.00	1,175.92	\$1,175.92
100274827	11/13/15	IDEXX DISTRIBUTION GROUP	294059178	General Supplies	1,054.99	0.00	1,054.99	\$1,054.99
100274828	11/13/15	JWC ENVIRONMENTAL	72824	Water/Wastewater Treat Equip	11,799.38	0.00	11,799.38	\$11,799.38
100274829	11/13/15	JOHANSING IRON WORKS INC	7216	Water/Wastewater Treat Equip	40,231.91	0.00	40,231.91	\$40,231.91
100274830	11/13/15	KELLY PAPER CO	7583972	General Supplies	415.43	0.00	415.43	\$415.43
100274831	11/13/15	LC ACTION POLICE SUPPLY	338170	General Supplies	117.69	0.00	117.69	\$12,979.24
			338174	General Supplies	414.98	0.00	414.98	
			338351	General Supplies	201.32	0.00	201.32	
			54264	Clothing, Uniforms & Access	12,245.25	0.00	12,245.25	
100274832	11/13/15	LYNGSO GARDEN MATERIALS INC	906396	Materials - Land Improve	2,707.88	0.00	2,707.88	\$2,707.88
100274833	11/13/15	MALLORY SAFETY & SUPPLY LLC	3996793	Inventory Purchase	52.85	0.00	52.85	\$52.85
100274834	11/13/15	MICHAEL BAKER INTL INC	921247	Professional Services	1,795.05	0.00	1,795.05	\$1,795.05
100274835	11/13/15	MIDWEST TAPE	93335623	Library Acquis, Audio/Visual	390.34	0.00	390.34	\$1,541.94
			93358745	Library Acquis, Audio/Visual	484.11	0.00	484.11	
			93368756	Library Acquis, Audio/Visual	304.41	0.00	304.41	
			93368758	Library Acquis, Audio/Visual	51.07	0.00	51.07	
			93374861	Library Acquis, Audio/Visual	279.41	0.00	279.41	
			93374863	Library Acquis, Audio/Visual	32.60	0.00	32.60	
100274836	11/13/15	NETXPERTS INC	18993	Computer Hardware	60,004.92	0.00	60,004.92	\$60,004.92
100274837	11/13/15	PAYFLEX SYSTEMS USA INC	000255881	Miscellaneous Payment	845.00	0.00	845.00	\$845.00
100274839	11/13/15	PSCMA	009	Membership Fees	325.00	0.00	325.00	\$325.00
100274840	11/13/15	PACIFIC ELECTRIC CONTRACTING INC	MTHLDAMAU DE#01	Construction Services	79,668.66	0.00	79,668.66	\$143,125.33

Payment	Payment							
No.	Date	Vendor Name	Invoice No. SNYSRTGFRMT #01	<b>Description</b> Construction Services	<b>Invoice Amount</b> 63,456.67	Discount Taken 0.00	<b>Amount Paid</b> 63,456.67	Payment Total
100274841	11/13/15	REED & GRAHAM INC	848952	Materials - Land Improve	2,116.39	0.00	2,116.39	\$2,599.56
			849095	Materials - Land Improve	483.17	0.00	483.17	
100274842	11/13/15	ROBERT A BOTHMAN INC	ORCHARDGRD N#08	Construction Services	21,449.10	0.00	21,449.10	\$21,449.10
100274843	11/13/15	ROYAL COACH TOURS INC	5911	Travel Related Services	1,205.35	0.00	1,205.35	\$1,205.35
100274844	11/13/15	RYDIN DECAL	312911	Contracts/Service Agreements	393.60	0.00	393.60	\$393.60
100274845	11/13/15	SAP PUBLIC SERVICES INC	6665011027	Software Licensing & Support	4,694.88	0.00	4,694.88	\$4,694.88
100274846	11/13/15	SANTA CLARA COUNTY CITIES MANAGERS ASSN	BLACKFD12091 5	Meetings	40.00	0.00	40.00	\$200.00
			CATLIN120915	Meetings	40.00	0.00	40.00	
			HOM120915	Meetings	40.00	0.00	40.00	
			SANTANA12091 5	Meetings	40.00	0.00	40.00	
			STEFFENS12091 5	Meetings	40.00	0.00	40.00	
100274847	11/13/15	STATE WATER RESOURCES CONTROL BOARD	WD-0110594	Taxes & Licenses - Misc	11,195.00	0.00	11,195.00	\$11,195.00
100274848	11/13/15	STEVEN C DOLEZAL PHD	OCT2015	Professional Services	600.00	0.00	600.00	\$600.00
100274849	11/13/15	SUNNYVALE FORD	455958	Inventory Purchase	850.16	0.00	850.16	\$850.16
100274850	11/13/15	TJC ASSOC INC	31377	Professional Services	368.00	0.00	368.00	\$368.00
100274851	11/13/15	THOMSON REUTERS ELITE	06-705956	Computer Software	1,253.70	0.00	1,253.70	\$1,253.70
100274852	11/13/15	TOMMY HERRERA	SMS-S1-8	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100274853	11/13/15	UC REGENTS	956957-154	DED Services/Training - Training	3,433.50	0.00	3,433.50	\$33,295.50
			956958-154	DED Services/Training - Training	5,337.00	0.00	5,337.00	
			956985-154	DED Services/Training - Training	3,406.50	0.00	3,406.50	
			957195-154	DED Services/Training - Training	4,360.50	0.00	4,360.50	
			957307-154	DED Services/Training - Training	4,869.00	0.00	4,869.00	
			957376-154	DED Services/Training - Training	4,050.00	0.00	4,050.00	
			957509-154	DED Services/Training - Training	3,865.50	0.00	3,865.50	
			957670-154	DED Services/Training - Training	3,973.50	0.00	3,973.50	

Payment	Payment							
<b>No.</b> 100274855	<b>Date</b> 11/13/15	Vendor Name WELLS FARGO FINANCIAL LEASING	<b>Invoice No.</b> 5002609364	<b>Description</b> Equipment Rental/Lease	Invoice Amount 171.71	Discount Taken 0.00	Amount Paid 171.71	Payment Total \$171.71
100274856	11/13/15	WITMER TYSON IMPORTS INC	T11212	Canine Program Expenditures	691.94	0.00	691.94	\$691.94
100274857	11/13/15	AT&T	10/11-11/10/15	Comm Equip Maintain & Repair - Materials 2	721.01	0.00	721.01	\$721.01
100274858	11/13/15	CLERK-RECORDERS OFFICE	MATHILDA-201 5	Permit Fees	17.00	0.00	17.00	\$17.00
100274859	11/13/15	DEPT OF FORESTRY & FIRE PROTECTION	130451	Training and Conferences	368.00	0.00	368.00	\$368.00
100274860	11/13/15	PACIFIC GAS & ELECTRIC CO	00328522411015	Utilities - Electric	9.72	0.00	9.72	\$18,675.95
			05225890201015	Utilities - Gas	243.42	0.00	243.42	
			05225892761015	Utilities - Electric	4,174.22	0.00	4,174.22	
			06075133001015	Utilities - Electric	10.87	0.00	10.87	
			100023461115	Utilities - Electric	1,354.20	0.00	1,354.20	
			14823837851015	Utilities - Electric	54.68	0.00	54.68	
			18068041901015	Utilities - Electric	101.02	0.00	101.02	
			19867842521015	Utilities - Electric	43.57	0.00	43.57	
			38257235831015	Utilities - Electric	10.39	0.00	10.39	
			39509111001015	Utilities - Electric	50.51	0.00	50.51	
			43142590151015	Utilities - Gas	7.58	0.00	7.58	
			43142590251015	Utilities - Gas	1,265.94	0.00	1,265.94	
			43142590301015	Utilities - Gas	7.84	0.00	7.84	
			43142597201015	Utilities - Electric	1,080.31	0.00	1,080.31	
			43142597641015	Utilities - Electric	1,715.46	0.00	1,715.46	
			48131400741015	Utilities - Electric	9.70	0.00	9.70	
			52896844241015	Utilities - Gas	241.09	0.00	241.09	
			52896847891015	Utilities - Electric	1,205.59	0.00	1,205.59	
			53350770051015	Fuel, Oil & Lubricants	530.74	0.00	530.74	
			63004478111015	Utilities - Electric	61.96	0.00	61.96	
			65170651531015	Utilities - Electric	1,409.69	0.00	1,409.69	
			66172622091015	Utilities - Electric	72.90	0.00	72.90	
			91475900451015	Utilities - Gas	42.65	0.00	42.65	
			91475903191015	Utilities - Electric	97.18	0.00	97.18	
			91475904101015	Utilities - Electric	755.74	0.00	755.74	

#### **Sorted by Payment Number**

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			91475904311015	Utilities - Electric	601.83	0.00	601.83	
			91475907051015	Utilities - Electric	214.21	0.00	214.21	
			91475907471015	Utilities - Electric	837.33	0.00	837.33	
			91475908691015	Utilities - Electric	589.11	0.00	589.11	
			91475909641015	Utilities - Electric	740.14	0.00	740.14	
			91475909791015	Utilities - Electric	982.51	0.00	982.51	
			97322830181015	Utilities - Electric	141.43	0.00	141.43	
			97322834741015	Utilities - Electric	12.42	0.00	12.42	
100274863	11/13/15	PENINSULA CORRIDOR JOINT POWERS BOARD	MARY BIKE LN	Contracts/Service Agreements	10,150.00	0.00	10,150.00	\$10,150.00
100274864	11/13/15	STATE WATER RESOURCES CONTROL BOARD	WD-0112697	Taxes & Licenses - Misc	28,621.00	0.00	28,621.00	\$28,621.00
100274865	11/13/15	STATE WATER RESOURCES CONTROL BOARD	WD-0109191	Taxes & Licenses - Misc	118,304.00	0.00	118,304.00	\$118,304.00
950100547	11/11/15	BAY COUNTIES WASTE SERVICES	SEPT2015	Curbside Revenues - Sunnyvale Portion	-73,346.68	0.00	-73,346.68	\$947,437.36
			SEPT2015	Host Fees - SMaRT Station - Public Haul Fees	-6,325.96	0.00	-6,325.96	
			SEPT2015	MRF Revenues - SMaRT	-48,897.79	0.00	-48,897.79	
			SEPT2015	Kirby Canyon SMaRT Operator	-83,970.92	0.00	-83,970.92	
			SEPT2015	Yardwaste - Mountain View	8,241.51	0.00	8,241.51	
			SEPT2015	Yardwaste - Palo Alto	654.14	0.00	654.14	
			SEPT2015	Yardwaste - Sunnyvale	16,129.13	0.00	16,129.13	
			SEPT2015	Facilities Equipment	54,598.67	0.00	54,598.67	
			SEPT2015	General Supplies	1,585.11	0.00	1,585.11	
			SEPT2015	HazMat Disposal - Hazardous Waste Disposal	16,786.26	0.00	16,786.26	
			SEPT2015	Miscellaneous Services	366.29	0.00	366.29	
			SEPT2015	SMaRT Contractor Payment	1,061,617.60	0.00	1,061,617.60	
950100548	11/12/15	SANTA CLARA VALLEY WATER DISTRICT	TI001952	Water for Resale	670,810.84	0.00	670,810.84	\$670,810.84

**Grand Total Payment Amount** \$2,795,097.30



### Agenda Item

**15-0990** Agenda Date: 12/1/2015

### REPORT TO COUNCIL

#### **SUBJECT**

Award of Contract for a Laboratory Information Management System for the Water Pollution Control Plant Laboratory (F15-88)

#### REPORT IN BRIEF

Approval is requested to award a contract in the amount of \$178,145 to Ethosoft, Inc. of Norcross, GA for the implementation of a comprehensive Laboratory Information Management System (LIMS) for the Water Pollution Control Plant (WPCP) Laboratory. Approval is also requested for a 10% contract contingency in the amount of \$17,815.

#### **EXISTING POLICY**

Consistent with the provisions of Chapter 2.08 of the Sunnyvale Municipal Code, contracts for this type of system solution are awarded pursuant to a Request for Proposals (RFP) best value process, unless otherwise exempt from competitive bidding.

#### **ENVIRONMENTAL REVIEW**

N/A

#### BACKGROUND AND DISCUSSION

The Environmental Services Department (ESD) Laboratory (Lab) provides critical analytical services for the City's water and wastewater systems. The primary function of the Lab is to provide timely and high quality data as required for compliance with State and Federal environmental laws and regulations. Currently, the Lab performs more than 40,000 analyses per year, and the majority of them are manually entered into a homegrown database system. An updated LIMS will maximize the integration of data collection from individual laboratory instruments and feed that data into an integrated system. Positive outcomes resulting from implementing a modern LIMS include improved efficiency of data entry, integrity of data accuracy, and greater functionality of the system for monitoring lab productivity and efficiency.

A competitive Request for Proposals (RFP) was distributed to six firms and posted on the City's public procurement network. Twenty firms requested the RFP documents. Four proposals were received on July 15, 2015 by Accelerated Technology, Chemware, Ethosoft and Promium. Initial proposed pricing for system implementation ranged from \$143,000 to 263,000. The proposals were reviewed by an evaluation team consisting of staff from ESD and the Information Technology Department (ITD). The firms were evaluated based overall system functionality; system installation, configuration and implementation; product demonstrations; cost; and ongoing maintenance and support.

The highest cost proposer, Chemware, was deemed to be non-responsive because their system did

**15-0990** Agenda Date: 12/1/2015

not meet the City's database standards and their price proposal was substantially incomplete. Another firm, Promium, was one of the lowest cost proposers, but their solution could not adequately integrate with the Supervisory Control and Data Acquisition System (SCADA), which monitors and controls the City's water supply and distribution system. The Promium solution would have also been more labor intensive for ESD and ITD staff to implement, operate and maintain, and their cost proposal did not include pricing for some of the required data migration.

The two remaining firms, Ethosoft and Accelerated Technology, were invited to the City for scripted product demonstrations. Subsequently, Ethosoft was unanimously selected as the solution providing the best overall value to the City, for several reasons. First, the solution met more of the City's requirements than the other proposals. Second, the Ethosoft solution was the most user-friendly system, both operationally and from an IT-support perspective. Third, the proposal most accurately identified the required cost elements. Finally, their LIMS has the lowest annual maintenance and support costs (which were also negotiated to a lower amount). It should also be noted that staff was able to negotiate favorable contract terms with Ethosoft.

#### **FISCAL IMPACT**

The total cost of the contract, including licensing, data migration, implementation, training, labor and one year of system support is \$178,145. Budgeted funds are available in capital project 830230 (LIMS). System implementation will require a new SQL server and a Windows Server License, and 7 new workstations/network drops to support the interface between specific laboratory instruments and the LIMS system. The total cost for the IT infrastructure is estimated to be \$24,500. These costs will be covered by the LIMS project. Annual maintenance and support beginning in year two is approximately \$10,000.

#### Funding Source

This project is funded by the Wastewater Management Fund. Annual maintenance and support costs beginning in year two will be funded by the General Services Fund - Information Technology Subfund through contributions made by the Water and Wastewater Funds.

#### **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

1) Award a contract in the amount of \$178,145 to Ethosoft, Inc. to implement a comprehensive Laboratory Information Management System, in substantially the same form as the draft agreement attached to the report; and 2) approve a 10% contract contingency in the amount of \$17,815.

Prepared by: Pete Gonda, Purchasing Officer Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: David Jensen, Director, Information Technology Reviewed by: John Stufflebean, Director, Environmental Services

Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

**Agenda Date:** 12/1/2015 15-0990

ATTACHMENT

1. Draft Agreement

#### DRAFT AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE

City of Sunnyvale, California

This AGREEMENT is made by and between the **City of Sunnyvale**, a political subdivision of the State of California (herein "City"), and **Ethosoft, Inc.** (herein "Contractor"), wherein Contractor agrees to provide the software and services commonly known as **X-LIMS Laboratory Information Management System**. As described in the Schedules comprising this Agreement, Contractor will successfully implement **X-LIMS Laboratory Information Management System** consisting of all system modules and capabilities necessary to meet the City's requirements as defined in the System Feature List presented in Schedule F.

This AGREEMENT, including the following Schedules, constitutes the entire understanding and agreement between the Parties. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

**General Terms and Conditions** 

**Software License Agreement** 

Schedule A:

Schedule B:

Schedule C:	Software Maintenance	Agreement
Schedule D: Scope of Professional Servi		Services
Schedule E: Schedule of Charges and Pay		nd Payments
Schedule F:	Project Implementation	on Work Plan / Project Schedule
CONTRACTO	R: Ethosoft, Inc.	CITY OF SUNNYVALE:
Name: Title:		Deanna J. Santana City Manager
Dated:		Dated:
Name: Title:		Attest: City Clerk
Dated:		Approved as to Form:
		City Attorney

#### SCHEDULE A: GENERAL TERMS AND CONDITIONS

#### 1.0 Definitions

- 1.1 Acceptance: The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by City that the Software is in compliance with all requirements specified in this Agreement; (b) expiration of agreed-upon Test Period(s) if City fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by City into production for at least thirty (30) days.
- 1.2 Acceptance Certificate: A certificate provided by the Contractor that is signed by the City confirming the Acceptance of each phase as defined within the Project Deliverables.
- 1.3 Acceptance Plan: That document, delivered as a component of the Implementation Plan document, that defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4 Agreement This Agreement, all schedules and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5 Authorized Representative: The person or persons authorized by City to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6 Compliance Update: A change made to the Software to reflect a mandated change in the applicable law.
- 1.7 Computer System: The computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Licensed Software.
- 1.8 Confidential Information – Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 Copyrights copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.10 *Customization:* Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the City, including any that result from the joint efforts or collaboration of Contractor and City. Contractor may, from time to time, incorporate Customizations into the Software as "Enhancements."

- 1.11 Data: All data entered or used by City in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.12 Data Conversion Plan: The formal plan to be prepared by Contractor with City support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the City's Project Manager and the Contractor's Project Manager.
- 1.13 Database Software: Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store City data on a disk sub-system as part of the operation of the Software.
- 1.14 Defective Work: Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Agreement.
- 1.15 Deliverables: Those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor ("Contractor Deliverables") or Deliverables required from City ("City Deliverables").
- 1.16 *Derivatives* any and all adaptations, enhancements, improvements, modifications, revisions, or translations, whether to Intellectual Property or otherwise.
- 1.17 Documentation: Standard technical publications relating to use of the Licensed Software or Programs, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to City, all of which are made available to City by Contractor by either hard copy or electronic delivery.
- 1.18 End User. Any employee(s), affiliate(s), agent(s), or representative(s) of the City, or any other person under the direction or control of the City that uses the Software to perform certain functions or tasks as required by the City.
- 1.19 Enhancement: A change or additions, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; provided, however, that Enhancements do not include any New Product.
- 1.20 *Error:* Either (a) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.21 Error Correction (may also be referred to as "Patch"): Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error. or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the City. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.22 *Explanatory Documentation:* Documents that describe the details of the City's system configuration.
- 1.23 *Final Acceptance Certificate*: City's final written acceptance of the Programs and services to be provided under this Agreement.
- 1.24 *Hardware*: The Computer System components and equipment, other than the Licensed Software and Third-Party Software.

- 1.25 Local Hardware: The computer processing device(s) on which the Software is installed, each device of which is auditable by and reported to Contractor. Local Hardware may include physical and/or virtual servers.
- 1.26 Implementation Plan: That deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.
- 1.27 *Installation:* Means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Local Hardware to make it operational.
- 1.28 Intellectual Property: Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.29 Licensed Software: The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form.
- 1.30 *Maintenance Release:* A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.31 New Product any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to Contractor's licensees generally without separate charge.
- 1.32 Notice of Completion: A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at City's site has been completed and that the Software is available for acceptance testing.
- 1.33 Object Code: Machine readable compiled form of Licensed Software provided by Contractor.
- 1.34 *Party*: Either Contractor or City, and "Parties" means both of the same.
- 1.35 *Patents*: All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.36 *Professional Services*: Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Agreement.
- 1.37 *Project Management:* The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.38 Project Management Plan: A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.
- 1.39 *Programs:* The Software, as written by the Contractor and approved Third Party Vendors, integrated by Contractor and delivered to the City, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine, to operate on the Hardware for purposes of accomplishing the functional capabilities as set forth in this Agreement.

- 1.40 Release: Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.41 Seat: A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.42 *Site:* The physical location(s) for which the Software is licensed. Sites shall include all locations occupied by City employees who use the software.
- 1.43 Software: The software program(s) identified on Schedule E, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.
- 1.44 Software Acceptance Date: The date of final acceptance of the System by City as described in Schedule D of this Agreement.
- 1.45 *Specifications:* The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals.
- 1.46 Subsequent Release: A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.47 Support Services: Those services provided by Contractor as described in Schedule C: Software Maintenance Agreement.
- 1.48 System: The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.49 System Cutover: The point at which the City approves Contractor's initiation of the System, or a phase of the project, to a production status and the City may terminate use of the current software system it uses to perform the same business functions.
- 1.50 Test Period: The thirty (30) day period following: (a) City's receipt of the Notice of Completion or (b) in the case where City requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.
- 1.51 Third Party Software: Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by City on the advice of Contractor.
- 1.52 Trademarks trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.53 *Update:* A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include the release of a new product or added features for which Contractor generally imposes a separate charge.
- 1.54 *Upgrade:* Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing

- corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.55 *Users:* People who, in accordance with the terms of this Agreement, are authorized by City's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.56 Version: A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").
- 1.57 Warranty Period: The twelve (12) month period commencing on the Software Acceptance Date during which reported Errors, Defects and Malfunctions for Licensed Software or Programs products are corrected by the Contractor without charge to the City.
- 1.58 Work or Project. The implementation, assembly, installation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Agreement to the City.

#### 2.0 Notices

This Agreement shall be managed and administered on behalf of the respective parties by the individuals identified below. All invoices shall be submitted to and approved by the City's representative so identified. In addition to personal service, all notices may be given to City and to Contractor by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

Contractor: Ethosoft, Inc. 6050 Peachtree Pkwy Suite 240 #249 Norcross, GA 30092 Contact Person: Bill Moss President

800-870-7014 ext. 112

bmoss@ethosoft.com

City of Sunnyvale: 650 West Olive Avenue Sunnyvale City, California 94086

Contact Person:
Alo Kauravlla
Laboratory Manager

408-730-7704

akauravlla@sunnyvale.com

#### 3.0 Standard of Performance

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the City's premises, shall comply with the City's regulations regarding security, safety and professional conduct, including but not limited to Sunnyvale City Security Policy (NCSP) 102 regarding data security.

# 4.0 Contractor as Independent

In providing services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of City.

#### 5.0 Indemnification

#### 5.1 General

Contractor shall defend, indemnify and save harmless the City, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and attorney fees of litigation) arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the City. With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and the City, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction. Contractor's obligation to indemnify City is contingent upon the City giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim, and cooperate with the defense of any such claim. Contractor shall notify the City immediately in the event of any accident or injury arising out of or in connection with this Agreement.

# 5.2 Intellectual Property

- a. Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold City harmless from any claim made or threatened or any suit or proceeding brought against City insofar as it is based on an allegation that the Software furnished by Contractor under this Agreement infringes any copyright or patent in existence on the date the Software was initially provided to City, but only if City does all of the following:
  - notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
  - ii. gives Contractor the right to control and direct the defense and settlement of that action;
  - iii. makes no compromise, settlement, or admission of liability; and
  - iv. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.
- b. Subject to the limitations set forth in this Agreement, Contractor shall pay any resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the Software's infringement of a copyright or patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by City without Contractor's prior written approval.
- c. If the Software is held to infringe, and the use of the Software is enjoined, Contractor, at its expense, will do one of the following:
  - i. procure for City the right to continue using the infringing or potentially infringing Software;

- ii. replace the infringing or potentially infringing Software with non-infringing software; or
- iii. modify the infringing or potentially infringing Software so that it becomes non-infringing.
- iv. If none of the foregoing remedies are commercially feasible, Contractor will return to City the initial license fee actually paid by City to Contractor under this agreement, and upon such a return, any licenses granted to City for the Software shall terminate immediately.

#### 6.0 Insurance

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

- 6.1 Commercial General Liability Insurance: Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
  - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract;
  - c. A provision that said insurance shall be primary and other insurance maintained by the City shall be excess only and not contributing with Contractor's insurance; and
  - d. A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, City will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.
- 6.2 Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to City.
- 6.3 Automobile Liability Insurance: For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of, which insurance shall include the following provisions:
  - a. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
  - b. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,
  - c. A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, City will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

- Worker's Compensation: Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the City.
- 6.5 Miscellaneous Insurance Provisions: All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the City specifically consents to "claims made" coverage. If the City does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to City. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which City may elect to suspend payments hereunder, or terminate this Agreement, or both.

# 7.0 Ownership of Data

City is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software which shall be owned or licensed as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of City.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as provided in this Agreement or except as determined at the sole discretion of the City. City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other materials prepared under this Agreement, except for computer software, which shall be subject to the restrictions set forth in this Agreement.

#### 8.0 Assignment and Subcontracting

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the City and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both parties.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which CITY may elect to suspend payments hereunder, or terminate this Agreement, or both.

# 9.0 Confidentiality

The parties hereto acknowledge that information obtained about the other party pursuant to this Agreement may include confidential and proprietary information (hereinafter the "Confidential Information"). Each party agrees not to use Confidential information except in accordance with the terms of this Agreement or any other agreements between the parties, and not to disclose Confidential Information to any third parties without the prior written consent of the other party, except as required by law. The parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public. City shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the Software or any portion thereof. These obligations of confidentiality shall survive termination of the License and this Agreement.

# 10.0 Warranty

Contractor warrants the Software to operate in all material respects as specified in the Contractorprovided documentation. If Contractor makes or has made claims in response to specifications listed in a City solicitation, then the Contractor warrants the Software to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any viruses. Contractor warrants as follows for all software customization made by Contractor for the City: (1) All software customization will continue to be supported by Contractor under its maintenance agreement as defined in Schedule C. (2) All software customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; (3) All future software versions, revision, or updates provided by Contractor will not cause the City to incur any additional cost as a result of the software customizations. These provisions shall apply for as long as the City is covered by the Contractor's maintenance agreement. Contractor will not be held responsible for third party technology platform changes. Contractor shall maintain daily business activities and will incur all costs to customizations if (i) base system changes initiated by the contractor cause the customizations to no longer function and (ii) the changes are not made out of necessity due to the changing third party platform changes.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES CONTRACTOR MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.

CONTRACTOR'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY CITY SHALL BE ABSOLUTELY LIMITED TO THE INSURANCE OCCURRENCE LIMIT OF \$1 MILLION. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CONTRACTOR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE.

Unless otherwise stated in the applicable Schedule, Contractor shall not be liable for, and City hereby assumes the risk of and shall indemnify and hold harmless Contractor against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred,

made, or suffered by City in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by City to perform services in connection with the Software.

# 11.0 Nondiscrimination and Compliance with Laws

In providing Services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

#### 12.0 Intellectual Property

City acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, including System Administration and End User Manuals, and other information relating thereto (including all customizations and modifications developed for City), including all patents, trademarks, copyrights, trade secrets and other intellectual property rights. No rights, other than those granted pursuant to the License, are transferred to City.

#### 13.0 Conflict of Interest

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar Software and Services to other entities.

#### 14.0 Responsibilities of City

City shall provide all information reasonably necessary to Contractor in performing the Services provided herein. Contractor shall not be responsible for any delays caused by City's failure to provide information or failure to perform obligations.

# 15.0 Technology Life Expectancy

City understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. City further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to City under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and City may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Agreement, and at no additional cost to City, maintain the Software to be compatible with Microsoft-supported operating systems and databases City upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. City upgrades may also include the installation and/or removal of Third-Party Software. City is solely responsible for all costs associated with such future resources and upgrades.

#### 16.0 Term and Termination

9.1 The Term of this Agreement shall commence upon execution by both parties, and shall continue until all Tasks and Deliverables have been completed unless terminated earlier in accordance with this section. The Terms of the Software Maintenance Agreement shall be as described in Schedule C.

#### 9.2 Termination by City

- a. City may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for City's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to City all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: City may terminate this Agreement upon thirty (30) days written notice without cause. Upon receipt of such notice, Contractor shall promptly cease work and notify City as to the status of its performance. Notwithstanding any other payment provision of this Agreement, City shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to City such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which City may have in law or equity.
- c. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the City may elect to immediately suspend payments or terminate the contract, or both, without notice.

# 9.3 Termination by Contractor

- a. For Nonpayment: Should City fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by City within thirty (30) days of written notice to City of such late payment.
- b. For Cause: Should City default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

#### 9.4 Disentanglement

If directed by City, Contractor shall cooperate with City and City's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with City to accomplish a complete transition of the services being terminated to City or to any replacement provider designated by City, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with City and any new service provider and otherwise promptly take all commercially reasonable steps, including but not limited to providing to City or any new service provider all requested information or documentation required to assist City in effecting a complete transition to the new service provider, provided however, the Contractor shall not be obligated to disclose its Intellectual Property to any third party. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, and interface specifications. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as City may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to City or the City's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the City on a time and materials basis at the Contractor's then current hourly rate for technical services applicable to this Contract. Contractor's obligation to provide the Services shall not cease

until the earlier of the following: a) the Disentanglement is completed to the City's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

- 9.5 Return, Transfer and Removal of Data and other Assets
  - a. Upon termination of this Agreement, Contractor shall return to City all City-furnished assets in Contractor's possession.
  - b. Upon termination of this Agreement, Contractor shall ensure that any and all of City's data maintained by Contractor is extracted in a commercially recognized format acceptable to City prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to City or City's designee.
- 9.6 Business Continuity in the Event of Default: Contractor shall put mechanisms in place to ensure the continued and uninterrupted operation of the software in case of default. An Event of Default shall be deemed to have occurred if the Contractor:
  - a. Ceases to market of make available maintenance or support services for the software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support, and the Contractor has not promptly cured such failure.
  - b. Becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings.
  - c. Ceases business operations generally.
  - d. Has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Contractor set forth in this Agreement.
  - e. For an on premise deployment, the vendor should provide a mechanism to allow the City to generate new and additional license keys as needed to ensure the continued and uninterrupted operation and use.
- 9.7 Effect of Termination: Contractor shall cooperate with City to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with City to ensure that any and all of City's data maintained in the software licensed to the City by Contractor is extracted in a commercially recognized format acceptable to City prior to the termination date, and that said data is securely transmitted to City. The termination of this Agreement shall not affect the City's rights to the Software pursuant to Schedule B (License Agreement) provided that City has paid all Software license fees set forth in the Schedule E and City is not in breach of any provision of this Agreement or the Schedules. If City terminates this Agreement prior to the payment of all Software license fees, or if City is in breach of this Agreement, City shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. City shall certify such action in writing to City within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11 of this Schedule A, shall survive termination of this Agreement.

# 17.0 Informal Dispute Resolution

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) business days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) business days.

# 18.0 Compliance with Public Records Law

Contractor understands that, except for disclosures prohibited in Section 9, Confidentiality, City must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records that are obtained or generated by Contractor under this contract, except for records that are confidential under Section 9, Confidentiality, may, under certain circumstances, be open to the public upon request under the California open records law. Contractor agrees to contact City immediately upon receiving a request for information under the open records law and to comply with City's instructions on how to respond to the request.

#### 19.0 Books of Record and Audit Provision

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit City to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by City, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the total Contract amount.

#### 20.0 Taxes

With the exception of sales or use taxes which may be levied by the State of California for software or related materials, City shall not be responsible for paying any taxes on Contractor's behalf, and should City be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse City for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on City's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, City agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all software and related materials will be provided by Contractor by electronic delivery.)

#### 21.0 Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in the County of Santa Clara.

#### 22.0 Compliance with Applicable Laws

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.

#### 23.0 Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated an on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

#### 24.0 Expert Witness

If requested by City, Contractor agrees to serve as an expert witness for City in any third party action or proceeding arising out of this Agreement.

# 25.0 Section Headings

The headings of the several sections of this Schedule A and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

# 26.0 Severability

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### 27.0 Amendment and Waivers

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

#### 28.0 Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

#### 29.0 Publicity

City authorizes Contractor to use City's name in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding City's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Contractor may publicly refer to City (by name only) as being a customer of Contractor, and only in relation to this Agreement except as otherwise authorized by City.

# SCHEDULE B—SOFTWARE LICENSE AGREEMENT

# 1.0 Agreement to License

This Agreement provides for the license of Software by Contractor as Licensor to City as Licensee, in accordance with the terms and conditions of this Agreement. Contractor shall license to City and City shall license from Contractor, the Software as described in Schedule E: Schedule of Charges and Payments.

# 2.0 Grant of License

Unless this Agreement is terminated in accordance with the provisions of Schedule A: General Terms and Conditions, Contractor grants to City a perpetual, nontransferable (except as otherwise provided in Section 8 of Schedule A, "Assignment and Subcontracting"), revocable and nonexclusive license for use of the Software (machine readable version) and Documentation therefor in accordance with the terms and conditions of this Agreement. Such use shall be limited to City only. Title to the Software remains in Contractor, which shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Maintenance Modifications, Derivatives and Enhancements thereto. Any data supplied by the City shall remain the property of the City.

# 3.0 Right to New Versions

If Contractor creates a new Version of the Software, Contractor will provide that new Version to City at no additional charge through the Maintenance and Support agreement provisions.

#### 4.0 Third Party Software

City shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to Third Party Software licensed or sublicensed by Contractor to City hereunder, or necessary to the performance of the Software hereunder in accordance with the Specifications, and City agrees to maintain in effect all required licenses and approvals of all applicable third persons.

#### 5.0 Acceptance Testing

During the Test Period, City may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, City shall promptly notify Contractor in writing, and Contractor shall work diligently to correct all nonconformities free of charge to City.

#### 6.0 Local Hardware

- In order to be executed and to perform in a satisfactory manner, the Software must be installed on Local Hardware that provides sufficient network, communications, and computer resources to support the anticipated number of End Users. The Local Hardware must be properly configured, installed, managed, and maintained. City is solely responsible for ensuring that the Local Hardware meets these standards and for ensuring that its Local hardware is installed according to the schedule mutually agreed by both Parties.
- The Local Hardware and third party technologies required to property execute the Software may change over time. Additional network, communications or computer resources may be required to enable Customer to install and use enhancements, promotions or new Versions of the Software. Contractor will make best efforts to give the City a minimum of 180 days notice of additional third party software products that may be required, and provide information to allow City to evaluate the impact of the enhancement, promotion or new Version on network performance and to plan for network upgrades.

#### 7.0 Rights of City as Licensee

7.1 City may install the Software on the Local Hardware and may, upon prior written notice to Contractor, move the Software to different Local Hardware, or, in the event of a disaster, run the Software on back-up Local Hardware or fail-over site.

- 7.2 If the Software is licensed on a Seat basis, City may use and execute the Software only on the licensed number of Seats designated on Schedule E: Schedule of Charges and Payments. Unless otherwise provided on Schedule E, City must purchase a license for each Seat that has access to the Software.
- 7.3 If the Software is licensed on a Site basis, City may use and execute the Software only in connection with the operations of the Site(s).
- 7.4 City may make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Contractor's copyright and other proprietary legends are reproduced on each copy. All copies that are made by City shall be the property of Contractor.
- 7.5 City may make copies of the Documentation for City's internal use only, provided that Contractor's copyright and other proprietary legends are reproduced on each copy.
- 7.6 City may permit access to the Software to third parties for the purpose of loading data and/or generating reports, subject to execution by said parties of a non-disclosure agreement to be provided by Contractor.
- 7.7 City shall be authorized to create one or more test installations without needing additional licenses.

#### 8.0 Restrictions

In addition to other restrictions set forth in this Agreement, City may not:

- 8.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;
- 8.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;
- 8.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by City under this Agreement; or
- 8.4 Remove the labels or any proprietary legends from the Software or its Documentation, except as agreed to by both parties.

# 9.0 Tools and Customizations

City shall not have any right to independently make changes to the underlying code of the Software. City may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Contractor shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

#### 10.0 Documentation

Contractor will provide documentation of the process and procedures for use of the Software, including all screens. Documentation will be embedded in the Software and accessible to End Users through a "Help" icon or menu.

# 11.0 Right to Audit

Contractor shall have the right, up to two (2) times per calendar year and within ten (10) days of Contractor's written request, during normal business hours and at times mutually agreed upon by the parties, to audit City's use of the Software to monitor compliance with this Agreement. If an audit reveals that City has exceeded the restrictions on use, City shall be responsible for the prompt payment to Contractor of any underpayment of license fees.

#### SCHEDULE C—SOFTWARE MAINTENANCE AGREEMENT

# 1.0 Scope of Agreement

1.1 This Schedule C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the City pursuant to that certain concurrently effective Software License Agreement (Schedule B) between the parties, as listed on Schedule E: Schedule of Charges and Payments. This Agreement provides maintenance services only with respect to Software, including third party software, supplied by Contractor to City pursuant to the terms of the Software License Agreement. This Agreement does not provide for maintenance services for any third party software not provided by Contractor to City or for any hardware.

#### 2.0 Term of Agreement

- 2.1 The initial term ("Initial Term") of this Agreement shall begin thirty (30) days following the System Cutover ("Maintenance Agreement Effective Date") with an initial term of twelve (12) months. Unless sooner terminated or extended in accordance with the terms hereof, the term of this Agreement shall remain in effect for a period ending on the date immediately prior to the first (1st) annual anniversary date of the Maintenance Agreement Effective Date.
- 2.2 Upon expiration of the Initial Term, subject to the same fees paid by Contractor during the prior term unless adjusted in accordance with Section 7 below, the Agreement will automatically renew for a successive period of one (1) year ("First Renewal Term"), as set forth above, unless City gives Contractor written notice at least ninety (90) days prior to the expiration date of the Initial Term that the Agreement will not be renewed beyond the Initial Term. Thereafter, the Agreement will automatically renew for successive periods of one (1) year ("Subsequent Term(s)") unless either party gives the other party written notice at least ninety (90) days prior to the expiration of the then current Subsequent Term that such term will not be renewed. The Initial Term, First Renewal Term and the Subsequent Terms are herein collectively referred to as "Term".

# 3.0 Maintenance Fees

Maintenance fees shall be as detailed in Schedule E, Schedule of Charges and Payments.

#### 4.0 Covered Maintenance

Contractor will provide to City: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

# 5.0 City Obligations

- 5.1 City may designate up to five (5) persons by whom requests by Customer for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone other than a designated contact person. City may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Contractor.
- 5.2 City shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 5.3 City shall maintain a Computer System that complies with the Hardware Specifications of the proposed solution. The Computer System shall be housed with site conditions that conform to common industry standards for all computer systems and/or media devices. City shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Contractor expressly disclaims any liability for loss or

- damage caused by any computer virus on City's computer platform or database, except those which may prove to be attributed to Contractor's software or activities.
- 5.4 City will provide Contractor with access to City's network using a mutually acceptable solution.
- 5.5 City shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

# 6.0 Compliance Updates

Contractor shall exercise due diligence in accordance with the highest professional standards and provide City, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable State and Federal laws and regulations to help the City maintain the system compliance. The City agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support.

#### 7.0 Service Level Agreement

- 7.1 Contractor will maintain a website accessible by City, which contains information concerning the Software and Support Services, including access to a service request system.
- 7.2 Contractor will respond to City requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, City may describe and submit notice of the support need by telephone, facsimile or electronic mail.
- 7.3 All Contractor staff assigned to provide services to City will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.
- 7.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at City's location for remote support, which equipment is to be obtained by City at its sole expense.
  - Contractor shall provide City with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday.

# 7.5 Response Policy

Contractor shall respond to any Errors reported by City based on the priority code assigned to each such Error. City shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the City may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

#### 7.6 Remedies

In the event Contractor fails to meet the service level standards described herein, City may, without penalty, withhold payment for maintenance and support fees until said standards are met.

# 8.0 Right to Modify or Cancel Support

- 8.1 City may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days notice to Contractor.
- 8.2 City may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days notice to Contractor.
- 8.3 City may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of such fees for lapsed periods, Contractor agrees to provide City with right to any software upgrades released during that period.
- 8.4 The parties agree that City may request additional services not covered under this Agreement by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (a) additional Training; (b) programming, configuration and data migration or repair; (c) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide City with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The City understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a Change Order authorizing such work is signed by City. Any impact on the Software License Fee will also be reflected in the Change Order.

# SCHEDULE D: SCOPE OF PROFESSIONAL SERVICES

# 1.0 Objectives of the Project

Contractor will manage and implement a project, in accordance with the methodology described herein, to enable the City to utilize Contractor's X-LIMS Laboratory Management System software. In fulfilling their respective obligations as described in this Schedule and the resulting implementation plans, Contractor and City agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

# 2.0 Project Personnel

2.1 Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Agreement. If, during the course of the implementation of this Agreement, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify City in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

# **Project Manager**

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

# **Business Analysts**

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

#### Implementation Specialists

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team
- 2.2 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and City personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.
- 2.3 Contractor Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the City's Project Manager to ensure that the City's team is available for planned activities.
- 2.4 City will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Agreement, it becomes necessary for the City to change the person assigned as City's Project Manager, City will notify Contractor in writing.
- 2.5 Contractor's Project Manager shall deliver to City's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and Deliverables as described herein. Each report must contain a description of the current status of the project, the Tasks on which time was spent, the estimated progress to be

- made in the next reporting period and the problems encountered, the proposed solutions to them and their effect, if any, on the project schedule.
- 2.6 Contractor will solicit and consider input from City prior to substitution of those individuals performing Key Roles as identified herein. Contractor further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally assigned and that City's concurrence with a substitution will not be construed as an acceptance of the substitution's performance potential. The personnel furnished must have the knowledge necessary to complete requirements as defined in this Agreement.
- 2.7 Upon request by City, Contractor shall give reasonable consideration to replacing any Contractor personnel who City determines to be unable to perform the responsibilities of the contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.

#### 3.0 City Responsibilities

- 3.1 The City's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of all tasks and Services, including data conversion. City's Project Manager will be available to Contractor Project Manager as needed to enable Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Services as reasonably requested by Contractor's Project Manager.
- 3.2 The City will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.
- 3.3 City will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.
- 3.4 City will provide a training room to accommodate up to eight students and one trainer, each with their own PC.
- 3.5 The City is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist City in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.
- 3.6 The City will provide timely access to its office facilities for Contractor personnel as needed during City's regular business hours (Monday through Friday, 8am to 5pm) for the duration of the project. After-hours access can be arranged in advance with the City Project Manager. The facilities to be provided shall include work areas, desks and chairs, telephones and wireless access, and access to copier and fax machines.
- 3.7 The City will provide timely access to all areas of its premises required for Contractor to perform its responsibilities under this Agreement. Access to restricted areas (including the server room, wiring closets, etc.) will require an authorized escort.
- 3.8 The City shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The City shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.
- 3.9 The City is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.

- 3.10 The City shall be responsible for participating in the Product Overview sessions; Contractor-led 'Train-the-Trainer' sessions; identifying City subject matter experts responsible for defining and documenting the City business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the City offices prior to system deployment.
- 3.11 The City shall be responsible for developing and documenting the outcome of testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the City. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.
- 3.12 The City shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the City site.

#### 4.0 Contractor Responsibilities

- 4.1 Contractor will provide City with required specifications for local hardware, including software specifications for required operating systems and network software, so that City may procure and/or configure the necessary local hardware at City's expense.
- 4.2 Contractor will evaluate the City's local hardware; identify network, communications and computer resources required to properly operate the Software; and install and configure the local hardware for the City. Contractor guarantees to the City that, at the time of installation, the Local hardware will be properly configured and installed, and will provide sufficient network communications, and computer resources to support the anticipated number of End Users.

#### 5.0 Place of Performance

Contractor will perform project work at its own locations as well as in City offices. City will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work.

#### 6.0 Project Management Plan

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop and maintain a Project Management Plan (PMP) to include the following components, either incorporated into the body of the PMP or presented as exhibits or schedules thereto; Project Implementation Work Plan / Project Schedule is incorporated in Schedule F:

#### 7.0 Project Initiation

- 7.1 Contractor will, in accordance with the Document Control Plan, establish a documentation library that is available to City. City shall have the option of making all documentation available on City's intranet site, provided that all documents are treated as confidential and proprietary, and not a matter of public record.
- 7.2 Contractor will initiate systems as described in the Project Management Plan for recording and managing issues, risks, and changes.
- 7.3 Contractor will conduct product overview sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:
  - a. identify all product configurations necessary to enable functionality to meet defined requirements;
  - b. identify business processes changes required to be adopted by the Client in order to deploy the software; and
  - c. familiarize Client resources with the software for ultimate production usage as introductory informal training,

7.4 Contractor will install the Software into a test area on City's Local hardware for initial testing and training.

# 8.0 Project Execution

- 8.1 Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables.
- 8.2 Contractor will provide regular status reports in accordance with the Communication Plan.

# 8.3 Data Mapping Review

- a. The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.
- b. The City will be primarily responsible for providing information about the nature and purposes of the data. Contractor will provide subject matter expertise as specifically related to the Licensed Software and schema
- c. The Data Mapping Review will consist of the following tasks:
  - Confirm the source files containing data to be converted.
  - ii. Identify the data elements to be converted, or not converted, from each source file
  - iii. Outline the programs required to extract the data.
  - iv. Provide an approach for controls and reconciliation to ensure the completeness of the mapping.
  - v. Identify data purification issues, including problem, magnitude, and correction alternatives.
  - vi. Document mapped data elements/files within a working document.
  - vii. Provide a "field-level" mapping of source file data elements to the new system database.
- d. In order to efficiently move through this process, the City may elect to engage Contractor to perform additional data conversion activities related to the overall data conversion deliverable. This additional work would be arranged through the Change Request process.

# 8.4 Data Conversion Development and Test

The development and testing of data conversion programs and files primarily consists of two parallel efforts:

- a. City will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.
- b. Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor's discretion at the then-current time and materials rate.
- c. Contractor and the City will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

#### 8.5 **Data Conversion Delivery**

a. Contractor will load the converted data into the agreed upon environment, so the City can conduct acceptance testing in accordance with the Acceptance Plan.

- b. Contractor and the City will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:
  - i. Initial data load This conversion consists of a sample size set of data addressing the majority of business rules used to define/populate City data. Several iterations of this initial data may be loaded for review based on the number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state-specific features.
  - ii. Full/Complete data load This conversion builds from the Initial Data Load to include all business rules and a complete set of the City data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the product overview sessions. The goal is to use this database and conversion to move into the User Acceptance Testing activities. Each iteration will be followed by data acceptance testing according to the data conversion test plan (8.4.c.).
  - iii. Production data load this is the final conversion and will be used to deploy the system into production use of the application. The configuration will be the one accepted from the User Acceptance Testing (UAT) activities.

# 9.0 Training

Contractor will provide training in accordance with the Training Plan. Data used during training will be the City's converted data. In addition to training with the converted data, mock "live" sessions will be run so that the actions currently performed by each department can be simulated on the new system. On completion of each training class, Contractor will provide an assessment of each trainee's skill levels and capabilities with recommendations for any additional recommended training. Additional training will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

#### 10.0 User Acceptance Testing (UAT)

- 10.1 User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the City's business requirements and the Product Feature List provided in Schedule F.
- The City has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.
- 10.3 Acceptance of the converted data is not a part of UAT; it is addressed during the conversion process and tested with each delivery. If data errors are uncovered during UAT and deemed by the City's Project Manager as critical, then that error will be tracked and corrected as part of the UAT process.
- 10.4 Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.
- 10.5 Additional levels of testing, such as integration testing, may be conducted at the discretion of the City.

# 11.0 Project Deliverables

#### 11.1 Deliverables Acceptance

For each of the Deliverables there will be a formal acceptance process by which the City Project Manager provides Contractor with assurance that the City is satisfied that the Acceptance Criteria for the respective Deliverable have been met.

The procedure for formal acceptance of a deliverable will have the following steps:

- a. Contractor will complete the deliverable and present documentation or other evidence thereof to the City.
- b. For major project deliverables, Contractor will meet with the City Project Manager in person or by telephone conference call to outline the content of the deliverable and provide any points of clarification.
- c. A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the City Project Manager.
- d. The City Project Manager will review the DAS, confer with the appropriate team members, and sign and return the DAS indicating acceptance, or in the case of non-acceptance, documenting the reasons for the non-acceptance.
- e. In the case of non-acceptance of a deliverable, Contractor will confirm receipt of the City's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
- f. The Contractor Project Manager will catalog the response on the Deliverable Register and, if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
- g. The City will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the City does not respond according to the defined acceptance period for a deliverable, Contractor will assume the deliverable is approved.
- 11.2 Deliverables List: Contractor will provide the deliverables described in the Deliverables List below. This Deliverables List is subject to revision in the Deliverables section of the Project Plan. All deliverables must be accepted and signed by project manager prior to the release of payment.

# Phase I: Project Organization-

#### **Deliverables:**

- Project Implementation Plan that includes outline of major project milestones
- Project timeline in MS Project
- Processes for tracking project status defined
- Biweekly Status report template approved by the City
- List of project team members and their contact information
- Task lists for each team member (Ethosoft and the City)
- Project kick off meeting
- Project kick off presentation

# Phase II: Project Requirements/ Data Gathering -

#### **Deliverables:**

- As-is workflow document (City)
- To-be Design document (Ethosoft with input from the City)
- Develop a Plan (Ethosoft) for interfacing with instruments and 3<sup>rd</sup> party software including SCADA and Linko.

# Phase III: Requirements Analysis -

#### **Deliverables:**

Configuration Plan developed by Ethosoft and approved by the City

# Phase IV: System Configuration -

#### **Deliverables:**

- Completed Data Dictionary
- Completed set up files
- Set up files for: COCs, Sample ID, Analysis Codes, Specifications, QA/QC, Locations, Calculations
- Users, Passwords and Privileges
- Custom program for Instrument Interfacing and Report Design

# Phase V: Data Migration -

# **Deliverables:**

- Data Migration Plan to be approved by the City
- Data Migration Test Report to be approved by City
- Test scripts for performing the conversion
- Comparison of data "before and after" conversion
- Consensus meeting to ensure proper conversion
- Completed Data Migration report

# Phase VI: Installation and Validation Test Planning -

#### **Deliverables:**

 Installation and Validation testing plans developed by Ethosoft and approved by the City

# Phase VII: Installation and training -

#### **Deliverables:**

#### Installation

- Install X-LIMS on the City's sever(s)
- Demonstrated that the installation is successful
- Installation Documentation
- Demonstrated successful communication between instruments and X-LIMS and sign off by the City
- Demonstrated successful communication between X-LIMS and 3<sup>rd</sup> Party software such as SCADA & Linko.

# Training

- Training Plan, approved by the City
- Completed End User Training and Materials
- Completed Power User Training and Materials
- LIMS User Manuals
- Classroom style training specifically designed to address priorities of end users.
- Training Evaluation Report City staff response

# Phase VIII: Validation Testing -

#### **Deliverables:**

- Validation Testing Plan
- Completed Validation Testing Plan by the City
- Test Results Report
- Responses to test failures report

# 11.3 Final Project Acceptance

- a. Upon completion of all Deliverables, Contractor will present City with a Notice of Completion.
- b. Upon receipt of the Notice of Completion, City will i) sign the Notice of Completion, indicating City's final acceptance of the project; or ii) submit in writing to Contractor notice of any errors that City believes exist within the Software.
- c. If City has identified errors, Contractor will have a plan to correct any reproducible Priority 1, errors, as defined in Schedule C. If no Priority 1 errors exist, or if a plan to resolve has been delivered, then Contractor will provide a DAS to be executed by Customer to memorialize Acceptance.

# 12.0 Project Schedule

The Project Schedule will be developed during the Project Initiation phase and will include analysis of the current business cycle before determining a System Cutover target date. The Project Implementation Work Plan / Project Schedule is incorporated in Schedule F.

#### 13.0 Additional Services

City and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Agreement shall be subject to the applicable rates as described in Schedule E.

# SCHEDULE E—SCHEDULE OF CHARGES AND PAYMENTS

#### 1.0 License Fees

**Base System Software for XLIMS per Specification** 

a) 10 concurrent users (10 x \$\$7,900/user) \$79,000.00 b) 10 read only users (10 x \$900.00/user) \$9,000.00

#### 2.0 Implementation Costs

See Payment Schedule Table \$90,145.00

# 3.0 Maintenance and Support Fees

The maintenance and support fees for the Licensed Software are as follows;

Year One	\$included in base price
Year Two	\$9,680.00
Year Three	\$9,970.40
Year Four	\$10,269.51
Year Five	\$10,577.60

The annual Maintenance and Support fee for Year One is included in the Total Project Charges and will be paid in accordance with this payment schedule. Fees for subsequent years are due on the anniversary date of Final Acceptance.

#### 4.0 Payments

- **4.1** Payments will be made in strict accordance with the agreed upon payment schedule contained herein and the City's acceptance of completed deliverables.
- 4.2 The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of Contractor's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.
- 4.3 Any cost adjustments to the contract must be agreed upon by the parties by amending this contract. No claim for additional services, not specifically provided herein, will be allowed by City except to the extent provided by a valid amendment to this contract.
- 4.4 Payment will be made by City upon receipt by City of invoices from Contractor. City will be allowed thirty days to process each payment.
- 4.5 The payment of an invoice by City will not prejudice City's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by City, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

- 4.6 City reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to City by Contractor.
- 4.7 Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by City's Project Manager.

# 5.0 Payment Terms

All payments are due Net 30 Days following City's receipt of an accurate invoice.

Note all payments amounts will be included on each invoice if applicable.

1. Payment #1: Initial down payment to start project (before Phase I starts)

Item 1: 40% of the Licenses for X-	\$25 200 00
LIMS as down payment.	\$35,200.00

Total Payment = \$35,200.00

2. Payment #2: Billed after Phase II – Requirements / Data Gathering is complete

Item 1: One week Requirements Analysis*	\$5,500.00
Item 2: 6 Barcode readers	\$2,100.00
Item 3: 3 Dymo Printers	\$375.00
Item 4: 5 days of On-Site Training (estimate)	\$2600.00

Total Payment = \$10,575.00

3. Payment #3: Billed after Phase IV- System Configuration is complete

Item 1: Personal Scheduling Report	\$2,160.00
Item 2: WaterTrax Data Migration	\$4,800.00
Item 3: Historical Data Migration	\$6,000.00
Item 4: 8 Instrument Integrations	\$12,000.00
Item 5: Linko Integration	\$7,500.00
Item 6: SCADA Integration	\$5,900.00
Item 7: System documentation	\$400.00
Item 8: 6 Subcontract Upload Routines	\$7,800.00
Item 9: 16 Custom Reports ( section 15e of pricing page in RFP)	\$24,910.00

Total Payment = \$71,470.00

# 4. Payment #4: Billed after Phase VI - Installation and Training is complete

Item 1: 60% of Licenses for LIMS.	\$52,800.00
Item 2: On-site Training*	\$5,500.00
Item 3: 5 days of On-Site Training (estimate)	\$2,600.00

Total Payment = \$60,900.00

# **Items Ordered**

ITEM NAME & DESCRIPTION	QT Y	UNIT COST	EXTENDED COST	NOTES
DESCRIPTION	I	COST	COSI	NOTES
10 Concurrent Licenses for X- LIMS.	1	\$79,000.00	\$79,000.000	
10 read only users licenses for X-LIMS	1	\$9,000.00	\$9,000.00	
Instrument Interface - ASCII file imports	8	\$1,500.00	\$12,000.00	
Personal Scheduling Report	1	\$2,160.00	\$2,160.00	
WaterTrax Data Migration	1	\$ 4,800.00	\$ 4,800.00	
Linko Integration	1	\$7,500.00	\$7,500.00	
SCADA Integration	1	\$5,900.00	\$5,900.00	
Historical Data Migration	1	\$ 6,000.00	\$ 6,000.00	
Subcontractor Upload Routines	6	\$1,300.00	\$7,800.00	
System Documentation	1	\$400.00	\$400.00	
Hardware: Barcode Readers	6	\$350.00	\$ 2,100.00	
Label Printers	3	\$125.00	\$375.00	
One week Requirements Analysis*	1	\$5,500.00	\$5,500.00	
On-site Training*	1	\$5,500.00	\$5,500.00	
16 Custom Reports ( section 15e of pricing page in RFP)	1	\$24,910.00	\$24,910.00	
Travel fee for 10 days of On-Site Training	10	\$520.00	\$5,200.00	
Total			\$178,145.00	

# Schedule F

Project Implementation Work Plan / Project Schedule					
Phase I: Project Organization					
Tasks	Person(s) Responsible	Timetable	Description		
Project Definition and Change Control Process	Bill Pingpank, City of Winnipeg project manager	Beginning of Project	Ethosoft acknowledges that there are different aspects of change in a project. Therefore, Ethosoft approaches project changes by characterizing the change as one of 3 related, but distinct change control mechanisms. They are (1) Project Scope Changes, (2) Configuration Management changes, and (3) Personnel Change Management. Scope changes can significantly affect the project and can have significant costs if changed. Therefore at the beginning of the project, a project definition document is created to define the scope of the project and the process for change of scope. When a change in scope is requested, Ethosoft will respond to The City project manager in writing and itemize the cost in terms of time, and expense to The City for the change. Ethosoft then requires a written approval from The City to enact the change.  These changes are brought shout by data or set up.		
			Management Changes. These changes are brought about by data or set up information that needs to be changed. These are tracked on an issues list and changed according to the implementation schedule. There is usually no sign off required on these changes as time for them is built into the schedule, unless there is an unusually large schedule impact due to the change.  The final change that is managed during an X-LIMS project is Personnel Change management. During any project there can be difficulties due to people's perception (or lack thereof) to the change. Ethosoft handles this by embracing a		

			project. Ethosoft does this by a different approach to implementing a LIMS system. After gathering requirements, Ethosoft uses the data to configure a test system on a secure website that the project stakeholders can access. On the test system, an Ethosoft implementation specialist modifies the system to be compatible with the requirements observed on the customer site. Examples include configuring the test library to be compatible with the customer's test set up, adding limits to the system for the customer, setting up sample and project templates, etc. Once configured, a series of web sessions are held with the stakeholders and the implementation specialist to review the configurations in the test system. During the sessions, the implementation specialist shows the stakeholders how the configurations can be changed and helps them to make recommended changes to the configuration. Such an approach does 2 things:  (1) it enables to the stakeholders to see the system in action before formal training and (2) it allows them to have a say in the implementation process that yields positive feeling about the implementation. This approach has yielded successful results for X-LIMS implementations.
Project kick off meeting and sign off	Bill Pingpank, City project manager	Day 1	Meeting to review and specify (1) Project scope (2) the communication plan, processes and frequency of communication in the project and (3) pertinent stakeholders for City and Ethosoft. On the Ethosoft side, Bill Pingpank will be the Implementation Specialist, and 2 developers will be used to configure reports, customizations, and to handle data migrations.

Phase II: Project	Person(s) Responsible	Data gatherin	Description
Review Set-up data to load or configure, IT requirements, historical data. Review Instrument files, Handheld devices, Reports, and Customizations	Bill Pingpank, LIMS Administrator, other City staff as needed	Day 2-6	Review Workflow, Worklists, Templates, Bench worksheets, and reagents for the laboratory. Get data for data for Sampling points, Permit limits, Clients, Users, Barcoding, and X-LIMS security groups. Review information to be imported from external systems. Gather information concerning the historical data to be migrated, including (1) current data structure and format, (2) rules for nonnumeric data (less than values, etc.) and (3) special rules for non-standard data and (4) data to be cleaned. Gather information for Instrument files. Gather information concerning the IT infrastructure, including client machines and configurations, security policies, training and production server logistics, backup logistics and tablet configuration.
Phase III: Data	Analysis		
Tasks	Person(s) Responsible	Timetable	Description
Review gathered data. Configure Worksheets for Test, QC templates	Bill Pingpank, LIMS Administrator	Day 7 -24	Ethosoft LIMS implementation specialist reviews all data gathered in Phase II of the project.  Worksheets are filled out to determine the parameters tracked, limits, and units for tests and QCs. Sheets to be submitted to Ethosoft. The LIMS administrator should plan on at least 5 days of work to fill out data for the implementation worksheets.

Phase IV: Syste	Phase IV: System Configuration				
Tasks	Person(s) Responsible	Timetable	Description		
Set Up Test System	Bill Pingpank	Day 25	Ethosoft will set up a secure test configuration system on its server so that City employees can access the website via the internet so that they can view the configuration data and recommend modifications to data that is needed.		
Ethosoft System Data Configuration and City Review	Bill Pingpank LIMS Administrator, City staff as needed	Day 25-33	Ethosoft will configure Template data, schedule data, and Receiving data in X-LIMS. Ethosoft will load sample point information and client information into the system. This will be done by the implementation specialist. The City will review the configuration data with Ethosoft via interactive web sessions so that they can (1) review and have input into the way the data is configured and (2) start to see how the data is related and interacts before formal training. The interactive web sessions will be a few hours long, 2 times per week (depending on schedules), with Ethosoft to go over the data and explain what is being observed or determining what needs to be changed  Representatives from the laboratory, operations and LIMS administrator(s) will need to attend the interactive sessions and be available to answer questions as they arise.		
System Data Configuration Sign-off	Bill Pingpank City Project manager	Day 59	Sign off meeting and document on the various system configuration items.		
Customizations, Instruments, and Reports Configuration	Danny Lankford	Day 25-44	Begin coding customizations, and instrument upload routines.  LIMS administrator(s) will need to be available to answer questions as they arise.		
Historical Data and Report Configuration	Mike Harris	Day 25-41	Begin configuring reports LIMS administrator(s) will need to be available to answer questions as they arise.		

Create Validation Test Plans. Review Validation tests plans	Bill Pingpank LIMS Administrator	Day 60-79	Ethosoft will work with the customer to create and review validation test plans.
Validation Plan	Bill Pingpank	Day 80	Sign off meeting and document on the various test validation plans.
Sign off	City Project manager		
Phase VI: Instal	lation and trainin	g	
Tasks	Person(s) Responsible	Timetable	Description
Installation	Bill Pingpank IT Coordinator	Day 80	Ethosoft will install on site the configured database and web application for testing.  The City should budget 1/2 day of time for the IT coordinator for the installation to
			assist with IT issues as they arise.
Administrator Training	Bill Pingpank LIMS	Day 81-82	Ethosoft will conduct an on-site training course for the LIMS administrators.
	Administrator(s )		LIMS administrators need to be available for 2 consecutive days
End User	Bill Pingpank	Day 83-89	Ethosoft will conduct 2 end user training sessions for 3 days
Training	City LIMS end Users		End Users need to be available for 3 consecutive days for training.

Phase VII: Valid	Phase VII: Validation Testing				
Tasks	Person(s) Responsible	Timetable	Description		
Validation Testing	City representatives chosen to test	Day 89-118	The City will be run through the scenarios defined in the validation testing plan.  During this time, the system will be run in parallel with the existing City data systems. Any issues with expected results will be logged with Ethosoft for resolution. The implementation specialist will be the main point of contact for any cases that are logged  Several days of time should be allocated to City employees that are executing		
			the validation plan. The exact amount of time with be determined by the scope of the validation plan		
Issue Resolution	Bill Pingpank  Danny Lankford  Mike Harris	Day 89-118	Ethosoft will assign a case number to all issues that are raised during validation testing. The numbers will be tracked and (1) the resolution to the case will be noted or (2) an acceptable workaround will be offered for the issue logged.		
	LIMS Administrator				
Validation Testing Sign off	Bill Pingpank  LIMS Administrator  City Project Manager	Day 119	City will sign off on the testing once the validation plan has been executed and all outstanding issues are accounted for with an acceptable resolution.		



# City of Sunnyvale

# Agenda Item

**15-1060** Agenda Date: 12/1/2015

# REPORT TO COUNCIL

# SUBJECT

Approve Budget Modification No. 15 to Appropriate Funds from the General Fund for Payment Pursuant to the Redevelopment Agency Dissolution Law

# **BACKGROUND AND DISCUSSION**

Pursuant to the State law dissolving redevelopment agencies, the Successor Agency to the former Sunnyvale Redevelopment Agency was required to conduct a due diligence review to determine the amount of any unencumbered funds available to remit to the Santa Clara County Auditor-Controller for distribution to the taxing entities, as required by the legislation. The Department of Finance's determination that the Successor Agency had unencumbered funds available for distribution is the subject of litigation between the Successor Agency, City, County and Department of Finance; the matter is currently on appeal in the 3<sup>rd</sup> District Appellate Court. Under the dissolution law, the Successor Agency cannot obtain a "finding of completion" until the funds owed, as determined by the Department of Finance, are paid to the County Auditor-Controller. The finding of completion allows the Successor Agency to receive certain benefits including the opportunity to obtain approval of repayment of loans made by the City to the former Redevelopment Agency.

The amount of the payment in dispute is \$13,819,358 (plus interest), which is the amount transferred from the former redevelopment agency to the City between the period of time when the dissolution law passed (June 2011) until it became effective (February 1, 2012). When it was determined that the Department of Finance was seeking that amount, the City set the disputed amount aside from the General Fund Budget Stabilization Fund in case repayment was required.

The Department of Finance recently sponsored legislation updating the law governing dissolution. SB 107, signed into law September 22, 2015 and effective immediately, creates additional requirements and deadlines for dissolution. SB 107 provides that if a successor agency does not receive a finding of completion by December 31, 2015, it will never be eligible for a finding of completion. In order to obtain a finding of completion, the successor agency must pay all amounts due on the due diligence review as determined by the Department of Finance, or enter into an installment payment plan agreement to make such payments over time. An installment payment plan agreement must be approved by the Department of Finance, and will only be approved if the successor agency or city does not have the funds necessary to pay the amounts deemed owed. SB 107 additionally provides that if a successor agency pays and subsequently receives a final judicial determination that reduces or eliminates the amount determined to be owed, then an enforceable obligation for the reimbursement of the excess amount paid shall be created.

Based on these circumstances, staff is requesting that Council appropriate the money it has reserved for this purpose, so that payment can be remitted to the County Auditor-Controller and the Successor Agency can receive a finding of completion. If it is subsequently determined through the litigation that

**15-1060** Agenda Date: 12/1/2015

the amounts were not owed, the Successor Agency will be reimbursed.

# **FISCAL IMPACT**

The FY 2015/16 Budget includes a reserve in the General Fund for this payment, which accounts for the original amount plus accrued interest through June 30, 2014. Budget Modification No. 15 has been prepared to move money from this General Fund Reserve and the Budget Stabilization fund, for the estimated interest through the time of payment, to a new expenditure in the Redevelopment Successor Agency Fund. The budget modification amount reflects an estimate that will accommodate interest accrued on this reserve through the time of payment. When the payment is made, staff will calculate and include the actual interest accrued.

# BUDGET MODIFICATION NO. 15 FISCAL YEAR 2015/16

	Current	(Decrease)	Revised
General Fund			
Reserves:			
Payment to State - RDA Dissolution	\$14,037,233	(\$14,037,233)	\$0
Budget Stabilization Fund	\$38,941,038	(\$137,767)	\$38,803,271
Redevelopment Successor Agency Fund			
Expenditures: New Project – Payment of DDR to Santa Clara County	\$0	\$14,175,000	\$14,175,000

# **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 Budget Modification No. 15 to Appropriate \$14,175,000 in Funds from the General Fund Reserves for Payment of former Redevelopment Agency Obligations Pursuant to Redevelopment Agency Dissolution Law.

Prepared by: Brice McQueen, Senior Management Analyst

Reviewed by: Grace K. Leung, Director of Finance Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager



# City of Sunnyvale

# Agenda Item

**15-1030** Agenda Date: 12/1/2015

# **SUBJECT**

Adopt Ordinance No. 3066-15 Repealing Section 19.42.080 (Surveillance Cameras - Restrictions) of Chapter 19.42 (Operating Standards) of Title 19 (Zoning) of the Sunnyvale Municipal Code

# **RECOMMENDATION**

Adopt Ordinance No. 3066-15.

# **ATTACHMENT**

1. Ordinance No. 3066-15

#### ORDINANCE NO. 3066-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE REPEALING SECTION 19.42.080 (SURVEILLANCE CAMERAS - RESTRICTIONS) OF CHAPTER 19.42 (OPERATING STANDARDS) OF TITLE 19 (ZONING) OF THE SUNNYVALE MUNICIPAL CODE

WHEREAS, Section 19.42.080 (Surveillance cameras – Restrictions) was adopted to balance the need for property owners to discourage crime in and around their properties against the need to protect the privacy of the adjacent property owners; and

WHEREAS, the existing section 19.42.080 has proved to be too restrictive to effectively provide a sense of security for those wishing to install security camera systems in order to deter criminal activity; and

WHEREAS, existing state law makes it unlawful to film a person without their consent in a location where there is a reasonable expectation of privacy, and provides civil and criminal remedies for persons who are unlawfully filmed in such locations; and

WHEREAS, the City of Sunnyvale therefore desires to repeal Section 19.42.080 (Surveillance cameras – Restrictions) of Chapter 19.42 (Operating Standards) of the Sunnyvale Municipal Code relating to surveillance cameras.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

<u>SECTION 1.</u> SECTION 19.42.080 REPEALED. Section 19.42.080 (Surveillance cameras – Restrictions) Chapter 19.42 (Operating Standards) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby repealed.

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

1

<u>SECTION 5</u>. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on November 10, 2015, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on, 2015, by the following vote:				
AYES:				
NOES:				
ABSTAIN:				
ABSENT:				
RECUSAL:				
ATTEST:	APPROVED:			
City Clerk	Mayor			
Date of Attestation:	•			
(SEAL)				
APPROVED AS TO FORM:				
City Attorney	-			

T-CDD-150051/377 Council Agenda: 11-17-15

Item No.:



# City of Sunnyvale

## Agenda Item

**15-1059 Agenda Date:** 12/1/2015

#### **SUBJECT**

Adopt Ordinance No. 3067-15 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone Certain Property Located at 645 Almanor Avenue from M-S (Industrial And Service) to M-S 100% Far (Industrial and Service 100% Floor Area Ratio) Zoning District

This ordinance was introduced at the Council Meeting on March 25, 2014. At the time the City was still in the beginning stages of transitioning to Legistar and through a glitch in the system this ordinance was not adopted at the following meeting. It was discovered recently and is now before Council in order to correct the record.

#### **RECOMMENDATION**

Adopt Ordinance No. 3067-15.

#### **ATTACHMENT**

1. Ordinance No. 3067-15

## DRAFT 11/17/15

#### **ORDINANCE NO. 3067-15**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING THE PRECISE ZONING PLAN, ZONING DISTRICTS MAP, TO REZONE CERTAIN PROPERTY LOCATED AT 645 ALMANOR AVENUE FROM M-S (INDUSTRIAL AND SERVICE) TO M-S 100% FAR (INDUSTRIAL AND SERVICE 100% FLOOR AREA RATIO) ZONING DISTRICT

THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF PRECISE ZONING PLAN. The Precise Zoning Plan, Zoning Districts Map, City of Sunnyvale (Section 19.16.050 of the Sunnyvale Municipal Code) hereby is amended in order to include certain property located at 645 Almanor Avenue within the M-S 100% FAR (Industrial and Service 100% Floor Area Ratio) Zoning District, which property are presently zoned M-S (Industrial and Service) Zoning District. The location of the property is set forth on the scale drawing attached as Exhibit A.

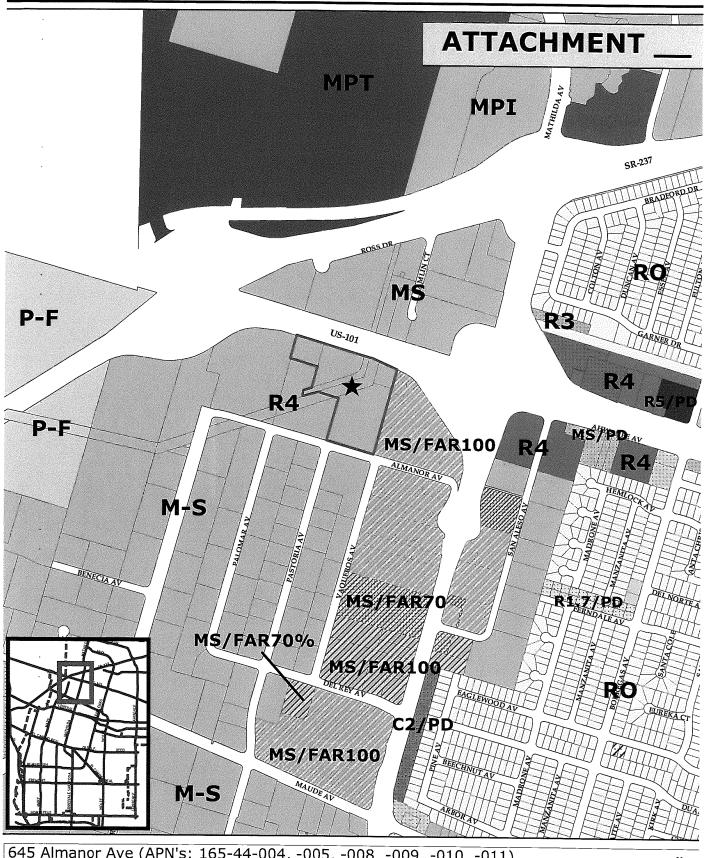
SECTION 2. CEQA-MITIGATED NEGATIVE DECLARATION. The City Council hereby determines that the Mitigated Negative Declaration prepared for this ordinance has been completed in compliance with the requirements of the California Environmental Quality Act (CEQA) and reflects the independent judgment of the City, and finds that adoption of the ordinance will have no significant negative impact on the area's resources, cumulative or otherwise.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 4. PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

	City Council held on March 25, 2014, and adopted
as an ordinance of the City of Sunnyvale a, by the following vote:	t a regular meeting of the City Council held on
, by the following vote.	
AYES:	
NOES:	
ABSTAIN:	
ABSENT: RECUSAL:	
RECUSAL.	
ATTEST:	APPROVED:
City Cloub	Mayon
City Clerk Date of Attestation:	Mayor
Date of Attestation.	
(SEAL)	
APPROVED AS TO FORM:	
City Attorney	

#### **EXHIBIT A**



645 Almanor Ave (APN's: 165-44-004, -005, -008, -009, -010, -011) Rezone from M-S (Industrial & Service) to M-S/FAR 100 (Industrial & Service 100% FAR)

0 90180 360 Feet



# City of Sunnyvale

## **Agenda Item**

**15-1064** Agenda Date: 12/1/2015

#### **SUBJECT**

Adopt Ordinance No. 3068-15 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone Certain Property Located at 915 Deguigne Avenue from M-S (Industrial And Service) to Medium Density Residential/Planned Development (R-3/PD)

#### **RECOMMENDATION**

Adopt Ordinance No. 3068-15.

### **ATTACHMENT**

1. Ordinance No. 3068-15

#### **ORDINANCE NO. 3068-15**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING THE PRECISE ZONING PLAN, ZONING DISTRICTS MAP, TO REZONE CERTAIN PROPERTY LOCATED AT 915 DEGUIGNE AVENUE FROM M-S (INDUSTRIAL AND SERVICE) TO MEDIUM DENSITY RESIDENTIAL/PLANNED **DEVELOPMENT (R-3/PD)** 

THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF PRECISE ZONING PLAN. The Precise Zoning Plan, Zoning Districts Map, City of Sunnyvale (Section 19.16.050 of the Sunnyvale Municipal Code) hereby is amended to re-zone the property at 915 DeGuigne Avenue from M-S (Industrial and Service) Zoning District to R-3/PD (Medium Residential/Planned Development). The location of the properties is set forth on the scale drawing attached as Exhibit "A."

SECTION 2. CEQA. The environmental effects of the proposed amendment to the Precise Zoning Plan and Zoning District Map were analyzed in the 915 DeGuigne Residential Project Environmental Impact Report (the "EIR"), SCH #2014112001. The City Council reviewed the EIR and found that it reflects the independent judgment of the City Council and its staff, and is an adequate and extensive assessment of the environmental impacts of the proposed amendment. The City Council certified the EIR as having been prepared in compliance with the requirements of the California Environmental Quality Act ("CEQA"), made necessary findings, adopted a statement of overriding considerations related to certain impacts on transportation levels of service (under cumulative conditions), and adopted a Mitigation Monitoring and Reporting Program (Resolution No. 721-15). The City Council incorporates by this reference the findings contained in the EIR as to the environmental effects of the proposed amendment, together with the additional findings contained in this Resolution.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 4. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official newspaper for publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

T-CDD-150077/479 2 Council Agenda: 12-1-15

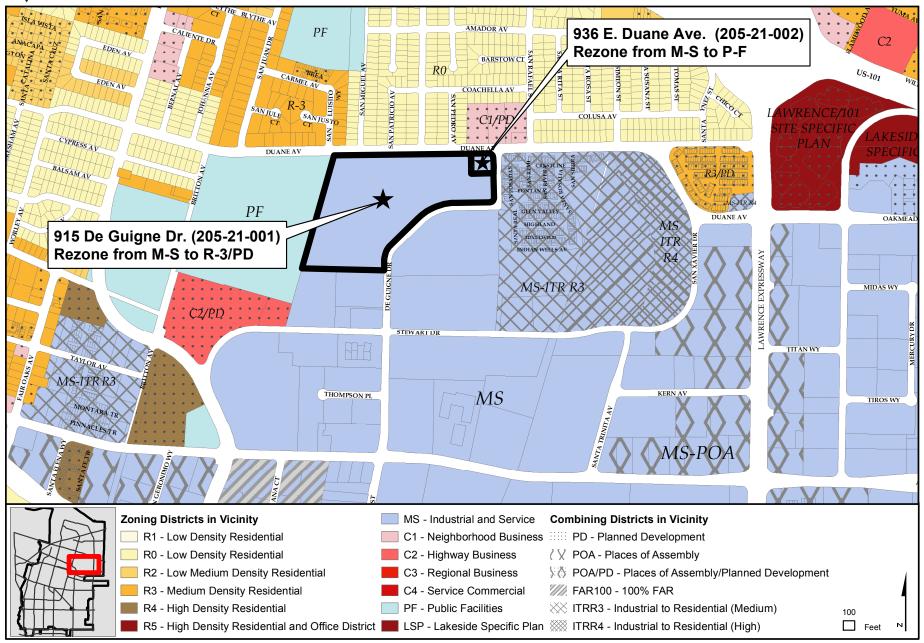
	the City Council held on November 17, 2015, and ayvale at a regular meeting of the City Council held
on2015, by the following	
AYES:	
NOES:	
ABSTAIN: ABSENT:	
RECUSAL:	
ATTEST:	APPROVED:
City Clerk Date of Attestation:	Mayor
(SEAL)	
APPROVED AS TO FORM:	
City Attorney	

T-CDD-150077/ 479\_2 Council Agenda: 12-1-15 Item No.:

#### **EXHIBITA**

OF SUN, L.

# 2014-7416: 915 De Guigne Dr. and 936 E. Duane Ave. (APNs 205-21-001 & -002) REZONE MAP



CDD, October 2015



# City of Sunnyvale

## **Agenda Item**

**15-1065** Agenda Date: 12/1/2015

#### **SUBJECT**

Adopt Ordinance No. 3069-15 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone Certain Property Located at 936 Duane Avenue from M-S (Industrial And Service) to Public Facilities (PF)

#### **RECOMMENDATION**

Adopt Ordinance No. 3069-15.

## **ATTACHMENT**

1. Ordinance No. 3069-15

#### ORDINANCE NO. 3069-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING THE PRECISE ZONING PLAN, ZONING DISTRICTS MAP, TO REZONE CERTAIN PROPERTY LOCATED AT 936 DUANE AVENUE FROM M-S (INDUSTRIAL AND SERVICE) TO PUBLIC FACILITIES (PF)

THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF PRECISE ZONING PLAN. The Precise Zoning Plan, Zoning Districts Map, City of Sunnyvale (Section 19.16.050 of the Sunnyvale Municipal Code) hereby is amended to re-zone the property at 936 Duane Avenue from M-S (Industrial and Service) Zoning District to PF (Public Facilities). The location of the properties is set forth on the scale drawing attached as Exhibit "A."

SECTION 2. CEQA. The environmental effects of the proposed amendment to the Precise Zoning Plan and Zoning District Map were analyzed in the 915 DeGuigne Residential Project Environmental Impact Report (the "EIR"), SCH #2014112001. The City Council reviewed the EIR and found that it reflects the independent judgment of the City Council and its staff, and is an adequate and extensive assessment of the environmental impacts of the proposed amendment. The City Council certified the EIR as having been prepared in compliance with the requirements of the California Environmental Quality Act ("CEQA"), made necessary findings, adopted a statement of overriding considerations related to certain impacts on transportation levels of service (under cumulative conditions), and adopted a Mitigation Monitoring and Reporting Program (Resolution No. 721-15). The City Council incorporates by this reference the findings contained in the EIR as to the environmental effects of the proposed amendment, together with the additional findings contained in this Resolution.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 4. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in <u>The Sun</u>, the official newspaper for publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

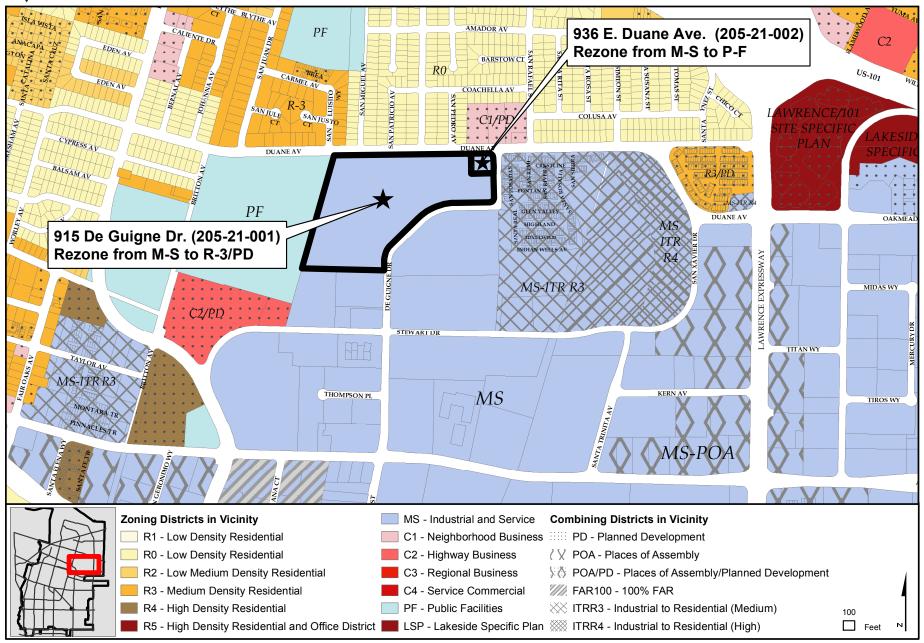
	f the City Council held on November 17, 2015, and nnyvale at a regular meeting of the City Council held
on2015, by the follow	
AYES: NOES:	
ABSTAIN:	
ABSENT:	
RECUSAL:	
ATTEST:	APPROVED:
City Clerk Date of Attestation:	Mayor
(SEAL)	
APPROVED AS TO FORM:	
City Attorney	

T-CDD-150077/ 481\_2 Council Agenda: 12-1-15 Item No.:

#### **EXHIBITA**

OF SUN, L.

# 2014-7416: 915 De Guigne Dr. and 936 E. Duane Ave. (APNs 205-21-001 & -002) REZONE MAP



CDD, October 2015



## City of Sunnyvale

### Agenda Item

**15-0951** Agenda Date: 12/1/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Minimum Wage - Update on Regional Efforts to Reach \$15 by 2018

#### **BACKGROUND**

On October 28, 2014, Council adopted a Minimum Wage Ordinance to establish a minimum wage of \$10.30 per hour beginning on January 1, 2015 and starting January 1, 2016, and every January 1 thereafter, adjust the rate by an amount corresponding to the prior year's Consumer Price Index (CPI). Ordinance number 3047-14 states that future increases will be based upon the CPI for the U.S. city average for urban wage earners and clerical workers, consistent with the City of San Jose's ordinance. The City's minimum wage, as well as the minimum wage in San Jose, will remain at \$10.30 per hour on January 1, 2016 as the CPI decreased 0.3 percent over the previous year. Over this same period the Bay Area CPI increased by 2.5 percent.

In addition to adopting the City's Minimum Wage Ordinance, Council directed staff to work with neighboring cities, specifically the City of Mountain View, with the goal of reaching a \$15 per hour minimum wage by 2018. On April 21, 2015 and on September 15, 2015, staff provided Council with information only reports (RTC 15-0397 and RTC 15-0759) providing an overview of the proposed joint approach to be used to gather community input:

- Work in cooperation with Mountain View and other cities who may adopt the \$15 by 2018 goal
- Send joint letters to all mayors and city managers outlining the regional effort and seeking their support
- Encourage a regional approach to the minimum wage issue via the Cities Association of Santa Clara County
- Conduct targeted outreach to solicit input from the business community
- Post an Open City Hall (online survey) question on the issue
- Solicit feedback from the business community and the general public on the regional plan and the following incremental minimum wage increase proposal:
  - o \$12.00 per hour minimum wage by July 1, 2016
  - \$13.50 per hour minimum wage by July 1, 2017
  - \$15.00 per hour minimum wage by July 1, 2018

#### **EXISTING POLICY**

Ordinance 3047-14-Minimum Wage

Council 5.0 Long-term Advocacy Positions - Socio-Economic:

**Policy 5.2.3** 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.

**15-0951 Agenda Date**: 12/1/2015

#### **ENVIRONMENTAL REVIEW**

N/A

#### DISCUSSION

#### Regional Efforts

The Cities of Sunnyvale and Mountain View worked together to accomplish both Councils' goal of gaining support for regional collaboration. Starting in January 2015 staff participated in monthly meetings with staff in Mountain View, Palo Alto, Santa Clara, Los Altos, and Santa Clara County sharing information and resources regarding the regional effort. However, none of these cities formally adopted the \$15 by 2018 incremental approach proposed by the cities of Sunnyvale and Mountain View.

On April 9, 2015, the Board of Directors of the Cities Association of Santa Clara County (Cities Association) met and discussed the Sunnyvale and Mountain View proposal for \$15 per hour by 2018. The Cities Association did not take any action at that time.

On June 1, 2015, a joint letter outlining Sunnyvale and Mountain View efforts was sent to all Santa Clara County mayors, with a copy to city managers asking that they take action to join the cities' efforts (Attachment 1). The joint letter was also submitted to the Cities Association for discussion at its June 10, 2015 meeting. Cities Association Subcommittee on Minimum Wage (Subcommittee) made a recommendation to promote regional consistency within Santa Clara County, pointing to the Sunnyvale and Mountain View proposal as the only existing effort towards regional consistency, and also recommended to not exempt tipped employees (Attachment 2). While the Cities Association supported a regional approach to the minimum wage, they did not endorse the Sunnyvale/Mountain View proposed incremental approach.

In August 2015, City Councils in Palo Alto and Santa Clara adopted minimum wage ordinances raising the minimum wage, in both cities, to \$11 per hour with annual CPI increases effective January 1, 2016. The adopted ordinances in Santa Clara and Palo Alto follow the San Jose, Mountain View and Sunnyvale model to tie future increases to the U.S. city average for urban wage earners and clerical workers; not the Bay Area CPI.

On September 3, 2015, City of San Jose Mayor Sam Liccardo was joined by officials from Campbell, Cupertino, Milpitas, Morgan Hill, Palo Alto, and Santa Clara, in announcing a collaborative effort in funding an economic study on raising the minimum wage and to analyze impacts on both residents and businesses. The proposal includes exploring some exemptions to the minimum wage, such as persons under the age of 18, tipped employees, and nonprofit staff. On September 10, 2015, the Cities Association unanimously endorsed the San Jose proposal and contributed \$1,000 towards the cost of the study. The San Jose City Council approved the regional study on September 15, 2015 and has begun the Request for Proposal (RFP) process to hire a consultant to conduct the study. Members of the South Bay Labor Council and the San Jose/Silicon Valley Chamber of Commerce will join other regional stakeholders in evaluating the RFP and selecting the consultant. The study is anticipated to be completed in February or March 2016.

In November 2014, voters in San Francisco approved Proposition J to increase the minimum wage to \$15 per hour incrementally by 2018. On June 2, 2015, the Emeryville City Council approved a

**15-0951** Agenda Date: 12/1/2015

phased-in approach to reach \$15 per hour by 2018. Employers with more than 56 employees currently pay a minimum wage of \$14.44 per hour and will increase annually based on the CPI. Contra Costa County is currently considering a proposal for a phased approach to reach \$15 per hour by 2020. In 2014, Seattle implemented a \$15 per hour minimum wage by 2017, 2018, 2021, depending on the size of the business. Both the City and County of Los Angeles approved a \$15 per hour minimum wage by 2020 for businesses with more than 25 employees and by 2021 for businesses with less than 25 employees (Attachment 3).

On November 10, 2015, Mountain View City Council adopted a \$15 by 2018 minimum wage ordinance that raises the minimum wage to \$11 per hour on January 1, 2016, \$13 per hour on January 1, 2017, and \$15 per hour on January 1, 2018. Beginning on January 1, 2019, the minimum wage will adjust annually based upon the Bay Area CPI. This is a change from the U.S. CPI, which is used in the current ordinances in San Jose, Sunnyvale, Palo Alto, and Santa Clara.

#### Statewide Efforts

Senate Bill (SB) 3, introduced by Senator Leno in December 2014, proposed to raise the State's current minimum wage of \$9 per hour to \$11 per hour effective January 1, 2016 and \$13 on January 1, 2017. Beginning on January 1, 2019, the minimum wage would be adjusted annually by the rate of inflation. Sunnyvale and Mountain View both submitted letters of support for the bill. SB 3 passed the Senate in June, but failed to advance from committee in the Assembly. It is unknown at this time whether SB 3 will be taken up in the forthcoming legislative session.

The Service Employees International Union-United Healthcare Workers West (SEIU-UHW) is currently collecting signatures to qualify for a statewide minimum wage ballot measure in November 2016. The proposed measure would raise the statewide minimum wage to \$11 per hour by 2017, with annual increases of \$1 until reaching \$15 per hour by 2021. SEIU-UHW officials have stated that they have gathered enough signatures to qualify for the ballot but plan to continue collecting signatures until their January 27, 2016 deadline.

The nonpartisan Legislative Analyst's Office issued a report on the SEIU-UHW initiative (Attachment 4). The report forecasted that a \$15 per hour Statewide minimum wage could encourage more people to enter the labor force, thus giving workers the ability to spend more money, but could also result in price increases, a reduction in businesses' profits, or a substitution away from low-wage workers (for example, businesses could use machines to automate tasks that would otherwise be performed by low-wage workers). The report asserted that the net fiscal effect of the measure was highly uncertain, but that it could reduce State income tax revenue and increase State and local sales tax revenue. The overall fiscal effects to State and local tax revenues were estimated to be a range, from a loss of hundreds of millions of dollars to a gain of more than \$1 billion.

#### Community and Stakeholder Input

Staff made significant efforts to obtain input and feedback regarding the proposed incremental approach. Staff held:

- two meetings with business owners
- two communitywide meetings
- a meeting with nonprofits
- an online survey through Open City Hall
- two joint community meetings-one in Sunnyvale and one in Mountain View

**Agenda Date:** 12/1/2015

#### 15-0951

Staff used various methods to communicate the availability of these input opportunities, including:

- Social Media (Nextdoor, Facebook, Twitter)
- · Joint news release with Mountain View
- Sunnyvale Sun
- Website
- Postcards invitation sent to business owners
- Newsletters (Economic Development and Sunnyvale Chamber of Commerce)
- Personal outreach and information sharing with business organizations (Sunnyvale Downtown Associations, Sunnyvale Chamber of Commerce)
- Personal outreach and information sharing with Sunnyvale Community Services

Overall, the community feedback can be summarized into three major areas:

- Support a regional approach to minimum wage; not just Sunnyvale and Mountain View
- Cost of living is very high in this area minimum wage is only one issue
- General support for a wage increase proposal with a longer phasing timeline such as reaching \$15 by 2020 instead of 2018

Business representatives from restaurants, hotels, and small independent retailers stated that employees need higher wages to live in this area. However, they also expressed concerns that their businesses would be severely impacted if the minimum wage increases to \$15 per hour by 2018. One long-time business owner stated she may need to close her restaurant as her rent has increased significantly and was not sure if she could continue to operate her business.

The majority of the business representatives recommend that Council consider the following suggestions:

- Consider reaching \$15 per hour minimum wage by 2020 instead of 2018
- Exclude directly tipped employees and new hires
- Approve different minimum wage rates for different sized businesses

Restaurant owners would like to see directly tipped employees exempted from the City's minimum wage. A few restaurant owners stated that their directly tipped employees can earn about \$30 per hour when tips are included and that increasing their wages is not fair to the rest of the staff. However, it should be noted that the State minimum wage law does not exempt tipped employees and therefore employers would still be required to pay the minimum wage under state law even if Sunnyvale adopted a tipped employee exemption.

Small business owners stated that they have very small profit margins and that other costs such as rent, worker's compensation insurance, and recent statewide legislation conferring mandatory sick leave benefits continue to increase dramatically. Small business owners would also support a minimum wage where smaller businesses pay a lower minimum wage than larger businesses. Business representatives also stated they needed additional time to fully plan for the new increase and would recommend waiting until at least 2020 to reach \$15 per hour minimum wage. Business representatives also would recommend that Council continue to work with other cities on a regional approach. They would support a countywide minimum wage.

**15-0951** Agenda Date: 12/1/2015

Minimum wage advocates stated that there has been an increase in homelessness in the past 18 months in the region and that even working people are becoming homeless because they can't afford the high cost of living in Sunnyvale. Minimum wage advocates support a higher minimum wage as the working poor need higher wages to be able to afford rent, food, and transportation costs. Agencies, such as Sunnyvale Community Services, that provide food and emergency financial assistance have seen an increase in demand for their services due to the high cost of living in this area.

During the period of September 1, 2015 to November 1, 2015, staff solicited additional input regarding the \$15 by 2018 goal and schedule through Open City Hall, the City's community engagement tool. Forty-six people completed the survey and provided numerous comments. Of the respondents, about 44 percent supported the proposed schedule of reaching \$15 per hour minimum wage by 2018 and 56 percent were opposed (Attachment 5). About 35 percent of the respondents were Sunnyvale business owners, 40 percent were Sunnyvale residents, and 25 percent were employees of a Sunnyvale business or other.

#### **FISCAL IMPACT**

There is no direct fiscal impact to the alternatives listed in this report. Should Council direct staff to return with a new ordinance to increase the City's minimum wage, staff would include the fiscal impacts of Council's direction at that time.

#### **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 also notified meeting attendees of Council's meeting date and sent e-mail reminders to stakeholders.

#### **ALTERNATIVES**

- 1. Change the CPI in the City's current Minimum Wage Ordinance from the U.S. city average to the San Francisco Bay Area CPI average.
- 2. Direct staff to return to Council with an ordinance similar to the ordinance the City of Mountain View adopted November 10, 2015, but due to timing would have a later implementation date.
- 3. Direct staff to work with City of San Jose staff on the regional study and consider adjustments to the City's Minimum Wage Ordinance after a regional consensus is reached.
- 4. Keep the City's current minimum wage ordinance as is and take no further action.
- Provide other direction.

#### STAFF RECOMMENDATION

The City Council has already directed staff on this issue and staff has implemented that direction; however, several regional activities have occurred on setting alternative minimum wages, as well as the outcome of the reduced CPI for the U.S. city average, which provides the City Council with new information in the event that it would like to amend the original direction. Therefore, staff is merely checking in with the City Council to confirm its original direction or consider new direction to staff.

Considerable outreach was conducted to other cities in Santa Clara County to seek a regional approach, but no city agreed to adopt the minimum wage increase incremental approach proposed by the cities of Sunnyvale and Mountain View. Staff also sought community and business input, but

**15-0951 Agenda Date**: 12/1/2015

opinions differ significantly on this issue and consensus on the proposed incremental approach outlined in this report could not be reached.

Prepared by: Connie Verceles, Economic Development Manager

Reviewed by: Joan Borger, City Attorney

Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

- 1. Joint Letter of Support for \$15 by 2018 Efforts
- 2. Cities Association of Santa Clara County Subcommittee on Minimum Wage Recommendation
- 3. Cities/Counties/Agencies Which Have or Are Considering a Minimum Wage Ordinance
- 4. Legislative Analyst's Office Report on Statewide \$15 Minimum Wage
- 5. City of Sunnyvale Open City Hall Results





June 1, 2015

The Honorable Sam Liccardo Mayor of the City of San Jose 200 East Santa Clara Street San Jose, CA 95113

#### REGIONAL MINIMUM WAGE INCREASE APPROACH

Dear Mayor Liccardo:

On behalf of the Sunnyvale and Mountain View City Councils, we are writing to urge your support in reaching a regional minimum wage of \$15.00 per hour by 2018.

In October 2014, our City Councils adopted minimum wage ordinances to raise the minimum wage to \$10.30 per hour, with annual adjustments on January 1 thereafter tied to inflation. The Sunnyvale minimum wage took effect on January 1, 2015, and the new wage rate in Mountain View will take effect on July 1, 2015.

Recently, the Mountain View City Council adopted a goal to work in collaboration with other local government agencies to reach a minimum wage of \$15.00 per hour by 2018, using the below-suggested approach. Sunnyvale staff communicated the same approach to the Sunnyvale City Council.

Proposed Effective Date	Proposed Minimum Wage Rate	
Current	\$10.30	
7/1/2016	\$12.00	
7/1/2017	\$13.50	
7/1/2018	\$15.00	
July 1 Each Following Year	CPI Increase	

Sunnyvale City Hall 456 West Olive Avenue Sunnyvale, CA 94086 Phone: (408) 730-7902

Email: MinimumWage@sunnyvale.ca.gov

Mountain View City Hall 500 Castro Street, P.O. Box 7540 Mountain View, CA 94039-7540

Phone: (650) 903-6301

Email: MinWage@mountainview.gov

Honorable Mayor Liccardo June 1, 2015 Page 2

Many Bay Area cities have enacted local minimum wage ordinances ranging from \$9.60 per hour to \$14.44 per hour. We believe a joint approach to reaching \$15.00 per hour is key to achieving uniformity across the region.

Raising the minimum wage to \$15.00 by 2018 will contribute to improving the quality of life for many residents in our region, and will help lift working families out of poverty. With more income, minimum wage workers would have more spending power and inject more money into the local economy, which would benefit businesses through increased sales and local governments through increased sales tax revenue.

For these reasons, we urge your City Council to join the cities of Sunnyvale and Mountain View in the effort to reach a regional minimum wage of \$15.00 per hour by 2018.

Staff will return to both councils in the fall of 2015 to present feedback on a regional approach. We encourage your staff to respond to Kimbra McCarthy, Deputy City Manager, City of Mountain View, <a href="kimbra.mccarthy@mountainview.gov">kimbra.mccarthy@mountainview.gov</a>, and Connie Verceles, Economic Development Manager, City of Sunnyvale, <a href="cverceles@sunnyvale.ca.gov">cverceles@sunnyvale.ca.gov</a>, by the end of June 2015 if your Council would like to join our efforts.

Sincerely,

Jim Griffith

Mayor, City of Sunnyvale

ohn McAlister

Mayor, City of Mountain View

JG-JMcA/KMcC/3/MGR 001-05-28-15L-E/DL

cc: Norberto Duenas, City Manager, City of San Jose Assistant City Manager **To:** Cities Association Board of Directors

From: Cities Association Subcommittee on Minimum Wage: Jim Griffith, Rod

Sinks, John McAlister

Re: Report/Recommendation on the Minimum Wage

Date: June 7, 2015

#### Introduction

Income inequality in America is an increasing problem that is encouraging elected officials to take a hard look at the minimum wage as one tool to bring relief to the problem. With Congress currently unwilling to examine the issue at the federal level, many states and local jurisdictions have already approved or are considering local minimum wage increases. In August 2014, the US Conference of Mayors' "Cities of Opportunity Task Force" endorsed higher minimum wages as a key tool for addressing income inequality.

Santa Clara County is no exception to the challenges of income inequality, with the San Jose-Sunnyvale-Santa Clara metropolitan area having the second highest cost of living index in the state of California. Already, the cities of San Jose, Sunnyvale, and Mountain View have approved minimum wage increases. The cities of Palo Alto, Santa Clara, Morgan Hill, and Campbell are additionally considering a minimum wage increase.

The legal and policy issues with a minimum wage increase are lengthy. Rather than repeating those issues in its report, the subcommittee provides the Sunnyvale Report To Council (RTC) on the topic as an overview.

The state is considering the issue, and CA Senate Bill 3 (Leno) proposes an increase to \$11/hour in 2016 and \$13 in 2017, with CPI adjustments starting in 2019.

San Jose and Sunnyvale have already established a \$10.30/hour minimum wage with annual CPI adjustments. Mountain View has adopted an identical ordinance that takes effect July 1, 2015. Mountain View and Sunnyvale have additionally established a policy goal of a \$15/hour minimum wage by 2018. Mountain View is currently discussing a possible phased increase to \$15 by 2018, and Sunnyvale is monitoring Mountain View's efforts with an expressed interest in adopting Mountain View's schedule.

However, Palo Alto is now proposing a minimum wage that matches none of the other three increases initially, although it is likewise targeting \$15 by 2018. Santa Clara has proposed a minimum wage increases that matches the other three jurisdictions with \$10.30 and a CPI-based increase, but Santa Clara has not yet expressed an opinion regarding the \$15 by 2018 goal. In light of this, Mountain View and Sunnyvale have sent a joint letter to the other cities in Santa Clara County

encouraging regional consistency in any schedules and degrees of a minimum wage increase.

#### **Priority Consideration**

In looking at this issue, the subcommittee asserts that **regional consistency is a paramount consideration** for jurisdictions that are considering adopting a higher minimum wage. A lack of regional consistency in minimum wage rates creates serious problems for jurisdictions, locations, and employers. A parallel can be drawn with local jurisdictions' efforts to adopt single-use bag policies, and the confusion and competitiveness issues caused when jurisdictions' requirements vary.

Jurisdictions suffer from a lack of consistency, in that differences in minimum wage requirements can affect a city's economic competitiveness. Additionally, jurisdictions have already received reports from employers in Santa Clara County stating that cities without an increased minimum wage are losing quality employees to opportunities in cities with higher minimum wages.

A lack of consistency can even impact specific locations that span jurisdictions, such as Valley Fair. A business in the lower-wage portion of the location has a competitive advantage over a related business in the higher-wage portion of the location. Similar behavior was observed in Valley Fair when San Jose adopted a plastic bag ban well in advance of any effort by Santa Clara to do the same.

Employers who operate locations in different jurisdictions encounter payroll and employment challenges when the locations have different minimum wage rates.

The issue of regional consistency argues strongly for either a national or state minimum wage increase. While Congress has demonstrated no willingness to examine this issue, CA Senate Bill 3 (Leno) proposes an increase to \$11/hour in 2016 and \$13 in 2017, with CPI adjustments starting in 2019. The subcommittee considered this but instead suggests the Sunnyvale-Mountain View goals as a starting point for discussion, since they surpass SB 3 in timing and degree. The considerably higher cost of living in Silicon Valley was an additional factor in recommending efforts beyond those that might be achieved by SB 3, should it eventually be approved. In general, significant differences in regional economies argue for minimum wages based on regions smaller than the State of California.

At the last Silicon Valley Leadership CEO Economic Outlook Conference, the attendees were asked "would you support a minimum wage of \$15/hour, phased in through 2020" 85% of respondents answered in the affirmative.

Accordingly, the subcommittee recommends that the Cities Association encourage jurisdictions to place particular emphasis and value on establishing minimum wage ordinances that promote regional consistency within Silicon Valley. While not willing to endorse a specific minimum wage

requirement or timeline, the subcommittee points to the Sunnyvale/Mountain View efforts as the only existing effort towards regional consistency, and the subcommittee encourages jurisdictions to take a close look at these efforts.

#### **Issues**

The subcommittee identified three specific issues that jurisdictions should consider in their discussion of a minimum wage increase, namely possible exemptions for youths, for restaurant wait staff, and for non-profit organizations.

#### **Exemption for Youths**

One frequent concern is the impact on youth hiring, particularly as it affects summer and holiday hiring. When contemplating a minimum wage increase, jurisdictions often consider making an exception for youth hiring. The argument in favor of such an exemption asserts that without such an exemption, employers tend to reduce youth hiring. Early employment opportunities can have a significant impact on future job prospects, so cities are strongly motivated to encourage youth employment. The argument against such an exemption asserts that such an exception encourages employers to hire younger workers at the expense of older workers.

All three County jurisdictions that have adopted a higher minimum wage considered this issue, and none of the jurisdictions have adopted a youth exemption.

It is the opinion of the subcommittee that a youth exemption has no regional impact, since youths are most likely to work in close to home regardless of employment conditions. Such an exemption is unlikely to create issues of regional competitiveness. Therefore, the subcommittee makes no recommendation about a youth exemption other than to encourage the general concept of regional consistency.

#### **Exemption for Restaurant Wait Staff**

One concern is the disparity that exists when a minimum wage is applied to both wait staff and behind-the-counter employees in restaurants, since wait staff can receive tips and other restaurant employees do not. Restaurant employers argue that minimum wage wait staff receives considerably more than minimum wage once tip income is taken into account. They further assert that applying a minimum wage increase to

California state law prohibits employers from crediting tip income towards an employer's minimum wage requirements.

All three County jurisdictions that have adopted a higher minimum wage considered this issue, and <u>none of the jurisdictions have adopted a wait staff exemption</u>.

It is the opinion of the subcommittee that a wait staff exemption would have significant and direct regional impact, given the multiple existing ordinances that do not make such an exemption. When minimum wages vary from jurisdiction to jurisdiction, employees and customers are willing to look to restaurants in other jurisdictions when employment terms or prices differ. Maintaining an environment where Silicon Valley restaurants are equally attractive to potential employees and customers regardless of jurisdiction is of significant value. Additionally, wait staff is often required to work during hours when little or no income from tips can be realized. The State of California does not permit employers to credit tips towards the state legal minimum wage requirement. It is difficult to justify a wait staff exemption for local minimum wage requirements when state minimum wage requirements make no such distinction. Therefore, the subcommittee recommends against cities creating an exception for restaurant wait staff.

#### **Exemption for non-profit employees**

Concerns have been raised about applying an increased minimum wage to non-profits and to organizations reimbursed by the state, since such entities tend to provide services for the most at-risk community members. A higher minimum wage may decrease a non-profit's ability to provide those services.

All three County jurisdictions that have adopted a higher minimum wage considered this issue, and none of the jurisdictions have adopted a non-profit exemption.

It is the opinion of the subcommittee that a non-profit exemption has no regional impact, since non-profits tend not to suffer from issues of regional competitiveness. Therefore, the subcommittee makes no recommendation about a non-profit exemption other than to encourage the general concept of regional consistency.

#### **Other Issues**

The subcommittee discussed the pros and cons of **a total compensation approach** rather than a minimum wage specific approach. As a matter of best practices, there is considerable merit to a total compensation approach. Terms of employment vary from profession to profession, with some professions placing greater value on considerations such as leave or medical benefits than others. A total compensation approach may provide more robust and equitable requirements for both employers and employees, and such an approach may be a more effective way to address issues of income inequality. However, existing state and local laws invariably deal with compensation issues on a benefit-by-benefit basis, with one law addressing health insurance, another addressing wages, a third addressing sick leave, and so on. Given existing legislation addressing specific benefits, applying an additional total compensation requirement is unlikely to achieve the desired level of flexibility or

effectiveness. The subcommittee is additionally unaware of any jurisdictions taking a total compensation approach to this issue.

#### Attachments:

- 1. Sunnyvale Report to Council of 5/20/2014
- 2. Sunnyvale Report to Council of 10/14/2014
- 3. Campbell Staff Report on Minimum Wage Study Session of 05/19/15
- 4. Campbell Staff Report Attachments: Cost of Living and Demographic Charts, Campbell Minimum Wage Survey, Campbell Minimum Wage Survey Results, Addendum to Staff Memo
- 5. California Restaurant Association Letter to Campbell City Council re: Minimum Wage Study Session
- 6. Sunnyvale/Mountain View Letter to Mayor Cristina of Campbell (and all Mayors in Santa Clara County) re: minimum wage increase approach

# ENTITIES WHICH HAVE OR ARE CONSIDERING MINIMUM WAGE ORDINANCES/INCREASES

City/County/	Adopted New	Status/Exemptions/CPI Details
Agency/Organization	Minimum Wage	<b>,</b>
Mountain View	\$11 on 1/1/16 \$13 on 1/1/17 \$15 on 1/1/18	Annual increases based on regional Bay Area CPI starting January 1, 2019
San Jose	\$10.30 on 1/1/15	Annual increases based on US CPI starting 1/1/16
Palo Alto	\$11 on 1/1/16	Annual increases based on US CPI starting 1/1/17
Santa Clara	\$11 on 1/1/16	Annual increases based on US CPI starting 1/1/17
Berkeley	\$10 on 10/1/14 \$11 on 10/1/15 \$12.53 on 10/1/16	Council may consider \$19 by 2017 in November 2015. Possible ballot measure collecting signatures for \$15 by 2017 if Council takes no action. No CPI increases.
Richmond	\$9.60 on 1/1/15 \$12.25 on 5/1/15 \$13 on 7/1/16 \$14 on 1/1/17 \$15 on 7/1/18	Several exemptions included. Employers who pay less than 80 hours of employee wages over a two-week period are exempt. Employers who derive more than 50 percent of income where the point of sale is outside the city must pay intermediate wage halfway between the city and state minimum wage.
Emeryville	Rates for small employers with less than 55 employees. \$12.25 on 7/2/15 \$13 on 7/1/16 \$14 on 7/1/17 \$15 on 7/1/18	Rates for large employers with 55 or more employees. \$14.44 on 7/2/15 with annual increases based on CPI.
San Francisco	\$12.25 on 5/1/15 \$13 on 7/1/16 \$14 on 7/1/17 \$15 on 7/1/18	Beginning July 1, 2016, youth under 18 in government-subsidized training programs and people over 55 in specific government-subsidized nonprofits will be exempt from increase schedule and will receive their increases based on the CPI.

City/County/ Agency/Organization	Adopted New Minimum Wage	Status/Exemptions/CPI Details
Contra Costa County	Under consideration: \$10.20 on 1/1/16 \$11.40 on 1/1/17 \$12.60 on 1/1/18 \$13.80 on 1/1/20	Introduced by the Ensuring Opportunity Campaign to Cut Poverty in Contra Costa County.
SEIU	Proposed Initiative for \$15 by 2020.	The proposed initiative (Raise California's Wage and Paid Sick Days Act of 2016), supported by the Service Employees International Union's (SEIU) state council, would boost the base wage to \$15 per hour by 2020, and mandate six paid sick days a year.  The initiative would give businesses with
		25 or fewer employees an extra year to comply.
SEIU-United Healthcare Workers West	Pursuing measure for \$15 by 2021.	SEIU-UHW officials say they have exceeded the 366,000 signatures needed to qualify for the ballot.
	\$11 on 2017 \$12 on 2018 \$13 on 2019 \$14 on 2020 \$15 on 2021	



July 16, 2015

Hon. Kamala D. Harris Attorney General 1300 I Street, 17<sup>th</sup> Floor Sacramento, California 95814

Attention: Ms. Ashley Johansson

**Initiative Coordinator** 

Dear Attorney General Harris:

Pursuant to Elections Code Section 9005, we have reviewed a statutory initiative that proposes increases in California's statewide minimum wage above those scheduled in current law (A.G. File No. 15-0032).

#### **BACKGROUND**

*California's Low-Wage Workers.* Based on household surveys, we estimate that roughly one-quarter of California workers—currently around 4 million people—make less than \$13 per hour. Occupations with large numbers of low-wage workers include food preparation and service, building and grounds cleaning and maintenance, and retail sales.

*Labor Market Conditions Vary by Region.* Labor market conditions—such as wages and unemployment rates—vary considerably across California's regions.

- *Wages.* Workers in inland California generally receive lower wages than workers in the state's coastal areas. For example, median wages in San Francisco and San Jose are more than 50 percent higher than median wages in Fresno and Bakersfield.
- *Unemployment Rates.* In May 2015, California's statewide unemployment rate was close to 6 percent, but a few coastal counties—San Francisco, San Mateo, and Marin—had unemployment rates below 4 percent. In contrast, a dozen counties—all in the inland part of the state—had unemployment rates above 9 percent.

Joint Funding of Health and Social Services Programs. Federal, state, and county governments jointly provide various health and social services to Californians. These programs include Medi-Cal, California Work Opportunity and Responsibility to Kids (CalWORKs), and many others. An individual's or family's eligibility to receive these services can depend on many factors, including income. In many cases, those factors also determine the way that costs are shared among federal, state, and county governments.

#### July 16, 2015

#### California's Minimum Wage

Minimum Wages Established Under Federal, State, and Local Law. Minimum wage laws establish minimum hourly rates of pay for employees within a specified jurisdiction. Although federal law establishes a minimum wage of \$7.25 per hour, many state governments and some local governments have established higher minimum wages. California's statewide minimum wage currently is set at \$9 per hour, making it one of seven states with minimum wages at or above \$9 per hour. (Washington has the highest statewide minimum wage at \$9.47 per hour.) Most employees are subject to the statewide minimum wage, with a few limited exceptions. Self-employed individuals, including workers classified as independent contractors, are generally exempt from state and national minimum wage laws.

Some cities in California have established minimum wages that are higher than the current statewide minimum wage. For example, the cities of San Francisco, Oakland, and Emeryville all have minimum wages higher than \$12 per hour. The city council of Los Angeles—California's largest city—recently voted to raise that city's minimum wage to \$15 per hour by 2020.

*Statewide Minimum Wage Scheduled to Increase.* Under a law passed in 2013, California's statewide minimum wage is scheduled to increase to \$10 per hour on January 1, 2016. No further statewide increases are scheduled under current law.

Past Increases to California Statewide Minimum Wage. The prices of goods and services tend to rise over time. These rising prices are called "inflation." The federal government measures the rate of inflation using indices that estimate price changes over time. One such index used to measure inflation in California is the California Consumer Price Index (CA CPI). The CA CPI reflects the changes in prices of goods and services in the Los Angeles and San Francisco metropolitan regions over time.

California established a statewide minimum wage in 1916. Since that time, the state periodically has raised the minimum wage. Although the state's minimum wage has never declined, it has often grown more slowly than inflation. Unlike California, current laws in 15 states and the District of Columbia establish minimum wages that automatically increase proportionally to rising prices for goods and services.

#### **PROPOSAL**

Annual \$1 Increases Through 2021. The measure would increase California's statewide minimum wage from \$10 per hour to \$11 per hour on January 1, 2017. It would continue to raise the state's minimum wage by \$1 per hour each January until the state's minimum wage becomes \$15 per hour in January 2021.

Annual Inflation-Driven Increases Starting in 2022. The measure would increase California's minimum wage each January beginning in 2022. The annual increases would be in direct proportion to inflation reported in the CA CPI for urban wage earners and clerical workers in the prior year. Accordingly, the percentage increase in January 2022 would be equal to the estimated percentage increase in prices for goods and services in the Los Angeles and San Francisco metropolitan regions between September 1, 2020 and September 1, 2021. The measure

specifies that no adjustment would be made to the statewide minimum wage if prices decreased in the prior year.

### **ECONOMIC EFFECTS**

The nature and magnitude of this measure's economic effects are highly uncertain. These effects would depend on how households and businesses respond to the higher minimum wage. A large body of research has studied some economic effects—such as changes in employment in some industries or for some age groups—of the minimum wage increases of the last few decades. However, those minimum wage increases were different from this measure in two important ways: (1) they affected a much smaller share of the workforce, and (2) most of them were not indexed to inflation.

Except where otherwise noted, the estimated economic effects of this measure—and the resulting fiscal effects described in the next section—primarily relate to the ongoing annual effects of the \$15 per hour minimum wage proposed for 2021, relative to the \$10 per hour level established under current law.

#### **Responses by Low-Wage Workers**

Under the measure, the statewide minimum wage in 2021 would be \$5 per hour higher than provided by current law. As a result, this measure would raise income for many workers who otherwise would have earned less than \$15 per hour. (The net effects on workers' incomes would depend on the responses by businesses described below.) The higher minimum wage likely would (1) encourage more people to enter the labor force, (2) affect workers' decisions to change jobs, and (3) allow workers to spend more money.

#### **Responses by Businesses**

Businesses that employ low-wage workers would face higher labor costs as a result of this measure. These businesses would respond to higher costs in several ways, including raising prices or producing goods and services with fewer low-wage workers. Profits would likely decline for some of these businesses.

Substitution Away From Low-Wage Workers. Businesses use a variety of resources to produce goods and services. These resources include low-wage labor, higher-wage labor, machines, and buildings. This measure would increase the cost of employing low-wage labor compared to other resources. As a result, businesses would have an incentive to employ fewer low-wage workers. Job opportunities for these workers would likely diminish. As they face higher costs for low-wage workers, businesses likely would rely more heavily on other types of resources. For example, businesses could use machines to automate some tasks that otherwise would be performed by low-wage workers.

The cost difference between employing higher-paid workers and employing lower-paid workers would also decrease. This change in relative costs could increase demand—and therefore jobs and wages—for higher-paid workers. This effect likely would be strongest for workers making slightly more than \$15 per hour.

Changes likely would occur at multiple levels of the economy. Individual businesses or entire industries could contract, expand, or adopt different business practices as they adjust to the shifts in relative costs. For example, a restaurant that relies heavily on low-wage workers could go out of business and be replaced by a different restaurant that relies less heavily on such workers.

*Price Increases.* In some cases, businesses that face higher labor costs would pass those costs on to their customers by raising prices. (This is particularly true for businesses with competitors located principally in California.) These price increases would have two distinct effects:

- *Relative Prices Would Change*. The prices of some goods and services would increase compared to other prices. Consumers would respond by buying fewer of the relatively expensive goods and more of the relatively cheap goods.
- *Cost of Living Would Increase.* The overall cost of living would increase, reducing the total amount of goods and services that consumers could purchase. Accordingly, while consumers would be putting more money in the economy each year, each dollar would buy fewer goods and services.

Overall, the price increases resulting from the measure likely would lead to a cumulative increase in the level of the CA CPI ranging from a few tenths of a percent to roughly 1 percent. As described below, we expect the measure's effects to be greatest in the inland regions of the state—areas generally not included in the CA CPI. As a result, we expect the average price increases faced by California consumers to be somewhat higher than the price increases measured by the CA CPI. Although the timing of these price increases is uncertain, they likely would lead to modest increases in the annual inflation rate over a period of several years.

**Reduction in Profits.** The increased labor costs resulting from this measure likely would reduce some businesses' profits, particularly those that rely heavily on low-wage workers. At the same time, businesses that employ relatively few low-wage workers could become more profitable. On net, we would expect income for business owners to decline to some extent.

### **Economic Effects Depend on Many Factors**

**Reduction in Aggregate Employment.** This measure likely would reduce the number of jobs in the California economy. The magnitude of this effect is highly uncertain. The net effect on employment could be close to neutral, or it could be as large as several percent of total statewide employment. (As of today, 1 percent of statewide employment is roughly 160,000 jobs.) Even if the measure's net effect on employment were relatively small, it could have substantial effects on the relative labor market opportunities available to different groups of workers.

*Effects Depend on Wage Growth* . . . Future trends in wage growth will determine the number of workers affected by this measure. If, absent this measure, wages would have grown slowly, then this measure will apply to more workers, and its economic effects will be larger and more widespread. If, on the other hand, wages would have grown quickly, then this measure will apply to fewer workers, and its economic effects will be smaller, though still significant.

... And Business Cycles. The short-term effects of each \$1 minimum wage increase could vary depending on whether California is experiencing a recession or an economic boom. A

recession could make it more difficult for businesses and consumers to absorb the costs of a minimum wage increase, potentially exacerbating any state and local revenue reductions and spending increases resulting from this measure. On the other hand, additional spending by lowwage workers could help mitigate an economic slump.

Effects Would Vary Across Regions. Because labor market conditions vary across California's regions, the measure would have different effects in different parts of the state. The lower a region's wages, the larger the effects of this measure likely would be. As noted earlier, some California cities have raised their minimum wages above the statewide level. In cities with the highest minimum wages, this measure could affect few workers, so the effects in those cities may be small. In the end, we expect this measure to have proportionally larger effects in California's inland regions than in its coastal regions.

Costs Outside of California. Some portion of the profit reductions described above likely would be borne by business owners—including investors in stocks—who reside in other states or abroad. To the extent that this type of "cost exporting" occurs, it could slightly reduce the measure's fiscal effects on California's state and local governments.

#### FISCAL EFFECTS

The measure's net effects on government revenues and expenditures are highly uncertain. In many cases, the uncertainty in these effects parallels the uncertainty in the economic effects discussed in the prior section. As noted above, the state and local government fiscal effects described in this section primarily relate to the ongoing annual effects of the \$15 per hour minimum wage proposed for 2021. In other words, we focus here on the fiscal effects of the fully implemented minimum wage increase, not the smaller wage increases that would occur initially.

#### **Effects on State and Local Revenues**

The proposal would affect many state and local revenue sources—most notably the state's income taxes and sales taxes of both state and local governments. We discuss the likely effects on these two revenue sources below.

Likely Reduction in State Income Tax Revenue. The state collects income taxes from individuals and businesses under the personal income tax—the state government's largest revenue source—and corporation tax. On net, the measure likely would reduce state revenue from income taxes. The revenue reduction could be as large as a few hundred million dollars annually. This reduction would be the net result of three main economic effects.

- *Higher Income for Workers*. With more income, low-wage households would pay higher income taxes to the state. In addition, fewer households would be eligible for the state's recently enacted earned income tax credit, reducing the amount of money refunded to taxpayers.
- Lower Income for Businesses. Although the total income lost by businesses likely would be smaller than the total income gained by low-wage workers, business owners tend to have much higher incomes. Higher-income households pay higher marginal personal income tax rates, so each dollar of income lost by such business owners

- would have a larger effect on income tax revenue than each dollar of income gained by low-wage workers. Lower corporate profits also would likely somewhat reduce revenue from the corporation tax.
- *Higher Prices*. Each year, the state adjusts its income tax brackets to reflect changes in the CA CPI such that higher consumer prices lead to lower income tax revenue. Accordingly, the likely price increases resulting from this measure would reduce state revenue from the personal income tax.

Likely Increase in State and Local Sales Tax Revenue. State and local government sales tax revenues depend on the level of taxable sales, which is the total dollar value of all taxable goods sold in California. The measure's net effect on sales tax revenue is uncertain and would depend on the extent to which the measure results in:

- *Changes in Income*. These changes in income would result from (1) higher incomes for many low-wage workers, (2) employment reductions, and (3) lower business incomes.
- Higher Prices. As described above, the measure likely would increase prices for a
  broad range of goods and services. It would also likely increase prices of taxable
  goods relative to other goods and services. The effect of these changes on taxable
  sales would depend on the magnitudes of the price increases and on the strength of
  consumer responses.

The likely change in annual sales tax revenue would range from a loss of a few hundred million dollars to a gain of more than \$1 billion. A revenue loss could occur if consumers respond strongly to price increases, spending a smaller share of their income on taxable goods. A revenue gain could occur if consumers respond weakly to price increases, spending a larger share of their income on taxable goods. The measure's effects on sales tax revenue would also depend on the number of low-wage jobs that are lost in the state's economy, as the magnitude of that job loss would affect overall spending.

In the short run, the measure's effects on sales tax revenue could be different from those described above. In particular, the measure could generate some temporary spikes in sales tax revenue from the purchase of "big-ticket items"—infrequent, major purchases of durable goods, like cars or household appliances. Many households borrow money to purchase these types of goods. Low-wage workers could respond to higher wages by making debt-financed purchases, temporarily boosting sales tax revenue.

*Overall Net Change in State and Local Revenues Uncertain.* Our best estimate is that this proposal would lead to a net change in combined state and local revenues ranging from a loss of hundreds of millions of dollars to a gain of more than \$1 billion.

#### **Effects on State and Local Government Spending**

State Revenue Changes Would Affect Formula-Driven Elements of State Budget. Two major provisions in the State Constitution contain formulas that incorporate state revenues. These formulas determine state budget allocations in two areas. Proposition 98 requires that a minimum level of funding be provided each year to the state's public schools and community

college districts. Proposition 2 requires that a minimum level of money be set aside for budget reserves and debt payments. In general, increased state revenues result in more money being dedicated for these purposes. Conversely, if this measure results in lower state tax revenues, it could reduce the required amounts of funding for schools, reserves, and debt payments.

Increased Public Employee Costs. California's state and local governments employ workers who would be affected by this measure, increasing state and local government employee compensation costs. Costs would start to increase in 2016-17 and would continue to increase each year thereafter. By 2021-22, the state could face increased annual costs of hundreds of millions of dollars, while local governments could face increased annual costs in the low billions of dollars. The magnitude of these cost increases depends on several factors, including wage growth trends and pressure to increase wages for higher-paid workers.

Likely Savings From Lower Enrollment in Health and Social Services Programs. This measure would likely affect state and county expenditures on health and social services programs—notably Medi-Cal and CalWORKs—due to its effects on families' incomes. These income changes could affect the number of people receiving services; the value of the services they receive; and the way costs are shared among federal, state, and county governments. On net, these effects likely would reduce overall state and county government expenditures on these programs, but higher costs are possible in some scenarios (such as scenarios with greater job loss). Overall changes in state and local government costs could range from net annual savings of over \$1 billion to a net cost increase in the high tens of millions of dollars.

*Other Program-Specific Costs.* This proposal could affect state and local government costs for many other public programs, particularly those that pay certain service providers. These programs include:

- *In-Home Supportive Services (IHSS)*. The IHSS program provides personal care and chore services to low-income aged, blind, or disabled persons. The proposal likely would increase state costs for payments to IHSS service providers by \$1 billion to \$2 billion dollars annually by 2021-22.
- *Developmental Services*. The state's Department of Developmental Services provides services to California residents with developmental disabilities. The proposal likely would increase the state's annual payments to community-based service providers by an amount in the mid-to-high hundreds of millions of dollars by 2021-22.
- Child Care. The state subsidizes child care services for some low-income working families by issuing vouchers and by contracting directly with child care providers. To the extent that higher incomes resulting from the measure cause families to become ineligible for care, state costs could decrease. A higher minimum wage could also cause child care providers to charge higher rates to cover increased costs. State costs would increase if the state chose to raise voucher amounts or reimbursement rates.
- *Unemployment Insurance (UI) Program.* The UI program provides payments to certain workers who lose their jobs. State payments to support the UI program could rise in some scenarios.

- Local Contracts. Many local governments contract with private businesses to provide certain services, such as janitorial services. This measure likely would lead some of these businesses to increase their prices, leading to higher costs for local governments. The total magnitude of these costs is uncertain.
- *Administrative Costs*. The state's Department of Industrial Relations (DIR) enforces various labor laws. Raising the minimum wage would cause DIR to incur relatively minor costs, which likely would be funded by fees currently levied on California employers.

#### **Summary of Fiscal Effects**

This measure would have the following major fiscal effects on state and local governments:

- Change in annual state and local tax revenues potentially ranging from a loss of hundreds of millions of dollars to a gain of more than \$1 billion. Changes in state revenues would affect required state budget reserves, debt payments, and funding for schools and community colleges.
- Increase in state and local government spending totaling billions of dollars per year.

Sincerely,	
Mac Taylor	
Legislative Analyst	
Michael Cohen	
Director of Finance	

## Minimum Wage Survey November 2, 2015

The city of Sunnyvale's current minimum wage rate is \$10.30 per hour with annual increases based on the Consumer Price Index (CPI). The State of California's minimum wage is currently \$9.00 per hour and in scheduled to increase to \$10.00 per hour on January 1, 2016. Staff is currently exploring the following potential approach to raise the minimum wage to \$15 per hour by 2018:

Proposed Effective Date	Proposed Minimum Wage Rate
7/1/2016	\$12.00
7/1/2017	\$13.50
7/1/2018	\$15.00
July 1 Each Following Year	CPI Increase

Staff would like hear from you regarding the above approach.

Responses: 46

## Which of these do you most closely identify with?

		Response Percen	t Response Count
Sunnyvale business owner		34.8%	16
Sunnyvale resident		39.1%	18
Sunnyvale business employe	e□	4.3%	2
Other		21.7%	10

# How many minimum wage employees do you currently employ in Sunnyvale? Response Percent Response Count

0 [	29.4%	5
1-5	17.6%	3
6-10 □	23.5%	4
11-15 <sup>[]</sup>	17.6%	3
26+ □	11.8%	2

# If the proposal is adopted, how would it impact your business? (check all that apply)

	Response Percent	Response Count
I pay my workers more than the current minimum wage.	29.4%	5
I would have to raise wages of my non-minimum wage workers.	35.3%	6
I would lay off workers.	35.3%	6
I would delay future hiring.	52.9%	9
I would cut back on workers' hours to adjust for new wage.	47.1%	8
I may move my business out of Sunnyvale.	41.2%	7
I wouldn't open another business/location in Sunnyvale.	52.9%	9
Other	29.4%	5

# Do you operate a business in Sunnyvale and other cities?

### **Response Percent Response Count**

Yes□	70.6%	12
No □	29.4%	5

# If you operate a business in other cities, where?

#### Answered - 6: Skipped - 40

- entire bay area fremont san jose hayward oakland sfo peninusula east bay
- company is encorporated in New york but all primary operations are in Sunnyvale including manufacturing
- San Jose
- Mountain View Los Altos, Milpitas and more
- Santa Clara, San Jose, Morgan Hill
- Santa Clara

## Please indicate your business sector:

	Response Percen	t Response Count
Food/Entertainment	36.8%	7
Financial Services/Insurance $\Box$	10.5%	2
Medicine/Hospital □	5.3%	1
Retail	10.5%	2
Technology/R&D □	21.1%	4
Other	15.8%	3

# Do you support the City of Sunnyvale's goal to increase the minimum wage to \$15 by 2018 using the proposed schedule?

#### **Response Percent Response Count**

Yes□	43.5%	20
No □	56.5%	26

# If you answered "No" in the previous question about increasing the minimum wage, please explain.

Answered - 26: Skipped - 20

- It is unnecessary and will increase the cost of living.
- We already have robots serving food in SF why reduce jobs
- A minimum wage discourages entry level, on-the-job training by employers, especially for younger, unskilled workers. This leads to long-term unemployability or employment in unregulated businesses such as illegal drug dealing.
- It appears the council wants to sound like they are helping the poor. It only creates problems for business and the youth
- Not the city"s right or business to regulate free enterprise system and interfere with commerce. Well-intentioned, but misidrected, ineffective and will cripple some industries.
   Watch what has already happend in socialist seattle. don't repeat mistakes of other lib cities. deliver services taxpayers are deserving of and quit social engineering with OPM
- Let the marketplace drive wages, its fair and competitive and allows small business to stay in business
- Raising the minimum wage creates unemployment and disrupts wages well above the \$15 minimum.
- we currently pay a min of \$11 to trainees and secondary household wage earners without experience
- should be more closely aligned with the federal minimum with a fair adjustment.
- Hurts low end workers. Encourages automation, job loss.
- The Government should not interfere with the free market

# If you answered "No" in the previous question about increasing the minimum wage, please explain. (comments continued)

- This will decrease the number of available jobs and place a burden on every business (especially small businesses).
- With 50% increase in salary, what our bottom line number will be?
- Our small business has small profit margin now. By increasing 50% minimum wage, we are not able to survive. It doesn't make sense for me to keep the business.
- The added expense would likely drive me out of business
- The wage increase will most likely erode our profits. No profits, no business
- small businesses will be negatively impacted and forced to close their business
- \$15 /hour for entry level workers is excessive and makes is difficult to sustain a viable business in Sunnyvale.
- A minimum wage should never be considered a 'sustainable' or 'living' wage. It is a starting wage to positions that over time will develop in both responsibility and pay. Frankly the \$10.30 minimum wage is too high to pay a first time job holder with no experience. Perhaps years of experience needs to be developed into the formula. We would support a first year on the job starting wage, followed by a second-fifth, followed by a 6-10, etc. A person becomes more valuable and hence would earn more when that value is appreciated.
- The current proposal raises the minimum wage very quickly. A more palatable proposal
  would be to raise the minimum wage by CPI+2% every year until it reaches the minimum
  wage of surrounding cities, and then raise it by CPI.
- This is totally inadequate.
- I don't think it's the government's role to determine the minimum wage. I think that is something that the market should dictate. Businesses will never take on the added cost of raising the minimum wage, they will just pass it on to the consumer and prices will rise.
- Because it's ineffective, and it impacts the least advantaged people the most, by reducing the number of unskilled jobs. This is a terrible idea.
- Restaurants cannot afford to stay open with such increases. We just raised twice in the last 2 years and it is making it hard to staff already. This increase also effects the workers comp, payroll tax etc owner have to pay to run the business
- The main purpose for the minimum wage increase is for a better cost of living for the
  employees but will this really make it better? What will end up happening is that as soon as
  the minimum wage increases, so will everything else. What will be the result? Everything
  will be more expensive and the employees will be in the exact same situation they were
  before the wage increase....struggling.
- Why should a third party (government) intervene in a 2-party contract between employer and employee??!!

# If the City of Sunnyvale adopts the proposal to reach a minimum wage of \$15 per hour by 2018, do you support annual increases after 2018 based on increases to the Consumer Price Index?

#### **Response Percent Response Count**

Yes□	37.8%	17	
No □	62.2%	28	

# If you answered "No" in the previous question about increasing the minimum wage after 2018 based on the Consumer Price Index, please explain.

#### Answered - 25: Skipped - 21

- · parallel the federal rules
- Let's not focus on being a magnet for minimum wage jobs how about looking to create incentives for teachers/DPS to live in the communities they serve
- The real (inflation adjusted) minimum wage should be allowed to fall to encourage job training by employers and reduce teen unemployment rates.
- · See above.
- the market decides fair compensation. i have paid my staff well above minimum wage for over 30 years.
- same response let the market drive, you can't predict the future of the economy
- Let the market set wages.
- I believe the city has good intentions but market should determine wages based on value added by employee education and many other factors, not just making people more comfortable
- Let workers and employers decide.
- Raising the minimum wage hurts people and businesses
- The City Councilors are not economists, and should not be pandering to a specific political
  movement by sticking their fingers into how businesses operate; this is local government at
  its worst, making "feel good" decisions purely to get re-elected, meanwhile making overall
  life \*worse\* for their town.
- We are a retail store, unlike high tech companies, we have very small profit. Increasing 50% minimum wage would not impact companies like Google, Yahoo, but it will have huge cost impact on small business owners like us.
- Business growth doesn't match the CPI
- Annual minimum wage increases are extremely dangerous to the local community
- small business cannot afford such a high minimum wage
- All wage increases should be left to businesses to decide. It should depend on how good the worker performs.

# If you answered "No" in the previous question about increasing the minimum wage after 2018 based on the Consumer Price Index, please explain. (Comments continued)

- It's a horrible policy that has no basis of support to encourage employers to hire the first time wage earner or younger employee who has no experience at all. It will force business to fundamentally raise prices annually, increasing the cost of living and voiding the purpose of trying to increase disposable income of persons in general. If you're not paid well, leave the company. If you want to earn more money, educate yourself to become invaluable to the business. If you think you can do it better and pay people more in doing it (whatever 'it' is) then do what it takes to open a competing business and beat them at their own game.
- Nearly doubling the minimum wage in three years seems very aggressive. Rather, it seems to make more sense to start with more gradual increases.
- By 2018 the minimum wage should be at least \$17
- While I cannot say that I support increases after 2018, I do not currently oppose them either. I think the issue needs to be evaluated again before further action.
- I think wages should be determined by the business paying the wage. If the city raises it to \$15 per hour, the consumer price index will not correctly reflect what the cost of goods and services should be.
- Because it's a stupid idea to begin with. Why compound the stupidity with more stupidity?
- The cost of living will increase as soon as the minimum wage increases.
- Continually changing the CPI is a problem for managing the business. If you want to review it every couple of years, do that. Mandating pennies here and there is a waste of time.
- Government can mandate that an employer pay a given wage, but cannot mandate that the
  worker is producing value at that rate, or even that the specific job is worth that much per
  hour.

# Do you have any additional comments?

#### Answered - 31: Skipped - 15

- cut taxes and fees instead of increasing them each year
- Perhaps there should be a reduced rate for hiring youth.
- None of this addresses the problem of retired people on fixed incomes, many of whom are long term residents, who are being priced out of their homes by the inexorable 10% annual rent increases. What Sunnyvale really needs is rent control.
- A minimum wage sounds like a good idea but there should be exceptions for the first year(s) on a new job, young unskilled workers, disabled workers, and others who will suffer a lifetime of underemployment as a result of good intentions.
- Minimum wage is not supposed to support a family. Rent control or incentives for business will increase the work force and make Sunnyvale livable

## Do you have any additional comments? (comments continued)

- Please raise the minimum wage! It increases the amount of money low income and part time workers can spend in the community. Most low-wage workers are not teens on summer vacation and the extra dollar helps put food on the table and helps to afford rent.
- Improper, wrong to mandate, and why many businesses are leaving this state.
- These huge minimum wage increases are killing small businesses and it doesn't just effect
  the city that initiates it, it effects all the cities around it too.
- In addition to increased unemployment and disruption for many workers, Sunnyvale would be at a disadvantage to surrounding communities with lower minimum wages. Commuting would also increase due to the higher wage scale. Small business who could not automate would move or close. Sunnyvale should focus on attracting enterprises requiring higher skills, and building NON-subsidized affordable housing. Study the impact that is alredy happening in Seattle before harming Sunnyvale's economy in this way.
- take a more reasonable approach and keep it tied to Fed Min Wage plus 10-20 percent max
- Minimum wage is primarily meant for lower education, first start, less skilled workers.
   Forcing small business to move to another city or shut down as expenses becoming increasingly high, and margins are small.
- Use gov't power to deter hiring of illegals so our kids and disadvantaged youths can get starter jobs.
- Don't stick your nose in this. After "Measure C" we've had more gun deaths. After the minimum wage increase, we'll have fewer jobs.
- I demand City of Sunnyvale to send out letter to Sunnyvale's residential stated clearly that with 50% increase in minimum salary will effect all consumers, because YOU will have to pay at least 25% higher than you are paying now or you have to do your business with neighboor City where the cost still afordable. I'm curisous to see how people will react to your letter. Don't scamming the working class people with higher salary, come on being honest, the increase will trigger the living cost increase way higher than people can expected.
- Re-examine the question after 2018. Note that \$15 is pretty close to inflation-corrected from e.g. 1977, \$3.25/hour if I recall.
- Let the Market determine competitive wages, not Government!
- We invest in the local community by creating jobs. However, job creation is becoming a risky investment
- ultimately the puplic/customer will have to pay for the increase. the end products which are
  purchased by the customers will be impacted. how will the customers pay for this increase?
  they will expect and need increased wages as well, where does it end? Let the market
  decide, not Government.

## Do you have any additional comments? (comments continued)

- This increase in wage will simply require a higher fee for service in our business. There should be a clarity of difference for what is a minimum wage or starting wage for a first time job holder regardless of age to that of an experienced person on the same job for a defined period of time to the 'living wage' that \$15 or even higher doesn't even accomplish in this area. At no time in the history of the world has a society ever taxed itself to prosperity and that's essentially what you are doing when you devalue a persons education in lieu of standardized wages across all industries when the abuses are really about a few industries or employers and people in general are discouraged from personal and professional enhancement.
- I think the city should be on par with the county's living wage.
- I think people should be empowered to reach for greater heights. If they want higher pay, go out and earn it, work hard for it. Don't just give someone a handout, you're not helping them at all by doing that.
- Wages are largely a factor of supply and demand. If you really want to do something about the current low wages for unskilled labor, do something about the oversupply of unskilled laborers.
- People who work hard and play by the rules should not have to live in poverty and struggle to feed their families.
- You will run restaurants out of Sunnyvale. We are already getting hit with insurances, and absorbed two increases in the last two years. I will stop hiring, shorten hours and not extend employment to others
- I feel that this is something that really needs to be thought out. Will it really improve the cost
  of living in the long run? What is going to happen to the small businesses that are
  struggling to keep afloat as it is? They will be forced with not just having to increase their
  employees wages but at the same time, prepare themselves for the increase in everything
  else.
- The minimum wage has fallen in value compared to the rising cost of living here. It is only fair to raise the wage as so many cities in the Bay Area have. It is a shame that low-income cities like Oakland now have a higher minimum than Sunnyvale. I LOVE Sunnyvale's downtown restaurant area, but will avoid it in favor of cities like Mountain View that treat their restaurant workers well, if Sunnyvale does not go to \$15/hour. Please raise your wage. I want to continue dining in Sunnyvale!
- I'll avoid shopping in Sunnyvale if you don't raise the wage. I will ONLY support cities that raise the wage to \$15 with my shopping and dining dollars.

## Do you have any additional comments? (comments continued)

- Education to the community that shops at our business is required. When prices go up, and they will go up significantly, customers need to know why and not complain. You, the mandating body, needs to educate the community. No one is doing this. Almost 50% of my business expense is payroll. Also, why stop at \$15? What makes \$15 a livable wage...it is not. The only difference is, who can handle the issues that will occur when the wage keeps increasing, as do the consumer prices? It's great to vote for this at the ballot box, but the same people need to vote for this with their wallets at the businesses.
- I believe that the minimum wage should be raised to \$15.00 per hour right now
- Please, Sunnyvale, do not add to this lunacy sweeping our region.
- For regional consistency, adopting Mountain View's recently approved schedule to achieve \$15 by 2018 is even better. People at the low end of the pay scale deserve a fair wage for their hard work, so they can support themselves and their families.



# City of Sunnyvale

## Agenda Item

**15-0980** Agenda Date: 12/1/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Direct Staff to Proceed with LED Streetlights Citywide Conversion Project and Approve Budget Modification No. 14

#### **BACKGROUND**

In an effort to continue reducing the City's carbon footprint and streetlight energy consumption and maintenance costs, staff has evaluated the conversion of all remaining high pressure sodium (HPS) streetlights to energy efficient light emitting diode (LED) fixtures. The City owns and maintains approximately 8,784 streetlights, the majority being the HPS type. Out of these, approximately 1,859 fixtures, mostly on arterial (major) city streets, were converted to LED in 2012. This left approximately 6,925 fixtures, mostly in residential areas that could now be converted to LEDs.

The City's first round of LED conversion were funded by an energy block grant from the federal government supplemented by PG&E rebates. The focus of this project was to maximize energy savings by targeting higher wattage fixtures that typically occur on major streets. A typical retrofit replaced a 200 watt HPS fixture with an 80 watt LED. Energy consumption savings realized after the conversion to LED based on PG&E's calculations and rate schedule effective January 1, 2014 was estimated to be approximately \$119,000 annually.

In addition to energy savings, LEDs provide several advantages over the City's current HPS fixtures.

- Per watt, LED produces twice the amount of light as compared to HPS.
- LEDs provide a more uniform light distribution that improves visibility, and allow for better control over the amount of light projected on the back of the fixture so it would not be as bright on adjacent residences.
- Objects can also be distinguished with better clarity under the LED light. This is a safety
  aspect that can assist Public Safety during their nighttime work and allows motorists to more
  easily identify bicyclists and pedestrians.
- Another important fact about LED streetlights is that their reduced energy consumption delivers significant reductions in greenhouse gas emissions, supporting efforts to combat climate change.
- LED street lights do not contain mercury contents, and do not produce harmful UV rays; both are present in HPS streetlights.
- The average life of LED fixture is 25 to 30 years as compared to 2 to 3 years of HPS bulb. Furthermore, though HPS fixtures are brighter when first installed, with age they produce only 20%-40% of the light they produce when new. This is due to both the technology of the light and discoloration and clouding of the light lens caused by the heat from the light over time, which makes HPS streetlights more inefficient and expensive to maintain.
- LEDs are fully dark sky compliant, thus contribute to the enhanced experience of stargazing

**15-0980** Agenda Date: 12/1/2015

and night sky watching.

#### **EXISTING POLICY**

**General Plan, Chapter 3** - **Land Use and Transportation Element C3.4.3** - Implement programs for repair of roadbeds, barriers and lighting.

Climate Action Plan - Energy Consumption (EC)-1 Lighting Efficiency - Increase the use of efficient indoor and outdoor lighting technologies.

#### **ENVIRONMENTAL REVIEW**

This project is exempt from the California Environmental Quality Act (CEQA) under section 15301(b), for existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

#### DISCUSSION

Since the initial conversion of streetlights to LEDs in 2012 the Department of Public Works staff has continued to assess the feasibility of replacing remaining HPS lights, mostly in residential areas, with the more energy efficient LED streetlights. Over the years, LED technology has improved significantly and more cities are moving forward with conversion projects to take advantage of the potential savings in electricity usage. Since the City's initial installation project, the price per fixture for LEDs has significantly dropped from over \$600 to under \$300 per fixture. Prices vary based on manufacturer and characteristics of the fixture such as color temperature which, provides color contrast and affects the visibility of objects, efficiency of the light and life expectancy.

The majority of the remaining 6,925 HPS streetlights are 70 watt fixtures located in residential areas. The City's first retrofit project did not replace fixtures of this size and did not focus on residential areas. For retrofits in these areas staff has now evaluated available products on the market and focused on products that at a minimum meet the existing lighting levels on residential streets with at least 50 to 60 percent reduction in power consumption.

Design standards for street lighting are provided by the Illuminating Engineering Society of North America (IESNA) and the American Association of State Highway and Transportation Officials (AASHTO) Roadway Lighting Design Guide. By converting to LEDs the City will be able to achieve lighting levels that are closer to design standards with better distribution of light and reduced power consumption.

Total project costs are estimated to range between \$1.7 and \$2.3 Million. Based on PG&E's current rebate program the City would be eligible for up to \$276,000 in rebates. Estimated savings in energy cost if all existing street lights were to be upgraded to LEDs would range between \$245,000 and \$310,000 annually. This savings figure varies depending on wattage of LED fixture selected, and assumes the current PG&E LS-2 rate schedule. Given the range of project costs and savings, an estimated range of simple payback periods is between 5.5 years and 7.5 years. There is no certainty that PG&E will carry its rebate to future years. The pay-back period without rebates would be a little over 7 years.

For the purpose of evaluation and to receive input from citizens staff completed a pilot project early this year (RTC14-0042); additional details on the outreach are detailed in the Public Contact section below. As a part of this project, LED streetlights from various manufacturers were installed at nine

**15-0980** Agenda Date: 12/1/2015

different locations on residential streets. The results of the project were positive, an overwhelming majority of the residents preferred new LED streetlights over the old HPS streetlights.

#### **FISCAL IMPACT**

Retrofitting of remaining HPS streetlights to LEDs will require the creation of a new capital project and identification of funding. For a complete citywide retrofit, staff estimates the upper end of total capital cost to convert all the existing HPS fixtures citywide at \$2,300,000. Overall City outlay would be repaid over time (approximately 7 years) by annual energy savings, estimated to be \$245,000 to \$310,000 depending on the LED manufacturer and type.

PG&E rebates may be available to further reduce the capital outlay, although PG&E is currently evaluating whether to continue their existing rebate program. Rebates if continued to future years will be paid back on completion of the LED installations.

The cost for operating and maintaining streetlights is budgeted in the General Fund. As the payback period for this conversion is relatively short, the General Fund can absorb an appropriation from the Budget Stabilization Fund to provide resources to retrofit the remaining streetlights, and include the operating savings as the payback on the investment. Additionally, as the savings are permanent, this will improve the fund's long-term position. Budget Modification No. 14 has been prepared to appropriate \$2,300,000 to a new project to complete the LED retrofit of the remaining streetlights.

## Budget Modification No. 14 FY 2015/16

<u>Cı</u>	<u>urrent</u>	Increase/ (Decrease)	Revised
General Fund			
Reserves			
Budget Stabilization Fund \$4	1,247,589	(\$2,300,000)	\$38,947,589
Infrastructure Fund			
<u>Expenditures</u>			
New Project - LED Retrofit\$0		\$2,300,000	\$2,300,000
of Streetlights			

#### **PUBLIC CONTACT**

Staff conducted a pilot project and citywide public opinion survey. The purpose of the survey was to gauge the overall acceptance of the new LED streetlights. The survey was made available in early January 2015 through the Department of Public Works' web site, and also mailed out to the residents in the vicinity where the new LED streetlights were installed. In total 185 residents responded to the survey, with overwhelming majority favoring new LED streetlights over the old HPS streetlights. And, there was no marked preference shown for a specific LED fixture from the five different types installed. The summary of survey results can be found in Attachment 1.

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

**15-0980** Agenda Date: 12/1/2015

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. Direct Staff to Proceed with the LED Streetlights Citywide Conversion Project to convert all remaining HPS streetlights in the City and Approve Budget Modification No. 14.
- Direct staff to make no changes from the existing conditions.

#### RECOMMENDATION

Alternative 1: Direct Staff to Proceed with the LED Streetlights Citywide Conversion Project to convert all remaining HPS streetlights in the City and Approve Budget Modification No. 14.

Upon selecting a responsive proposer, staff will seek City Council's approval to award the contract.

Prepared by: Carmen Talavera, Senior Traffic Engineer

Reviewed by: Shahid Abbas, Transportation and Traffic Manager

Reviewed by: Manuel Pineda, Director, Public Works Reviewed by: Grace K. Leung, Director, Finance Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENT**

1. Citywide Survey Results



# City of Sunnyvale Department of Public Works Division of Transportation and Traffic

# **Citywide Survey Results**

	185 Responses														
Improved Visibility			ty	Notice	ed More Areas	Dark	Brightness			Aesthetically appealing			Light Level		
Yes	No	Don't Know	Other	Yes	No	Don't Know	Comfortable	Too bright	Not bright enough	No Change	Yes	No	Don't Know	Prefer New	Prefer Old
141	25	9	10	48	115	22	133	33	16	3	134	19	27	152	33
76%	14%	5%	5%	26%	62%	12%	72%	18%	9%	2%	72%	10%	15%	82%	18%



# City of Sunnyvale

# Agenda Item

**15-1005** Agenda Date: 12/1/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Amend the Salary Resolution to Revise the Paid Time Off and Paid Medical Leave Provisions for Unrepresented Classified Confidential Employees

#### **BACKGROUND**

Unrepresented Classified Confidential employees are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Pursuant to the Salary Resolution Section 1.000, Pay Plan Category G employees (Unrepresented Classified Confidential) receive the same treatment as Pay Plan Category B employees (Sunnyvale Employees' Association - SEA) for purposes of wage increases/decreases, benefits, and leaves, except for Paid Time Off (PTO) and floating holiday as defined in Section 3.110 and 3.310.

The City offers a Paid Medical Leave ("PML") benefit to employees that provides full pay for any medically certified illness or injury for ninety (90) calendar days. In recent years, the City has negotiated with various employee groups to require use of a certain amount of the employee's Paid Time Off (120-160 PTO hours, depending on employee group) before the City pays the PML benefit. The Public Safety Officers Association (PSOA), Public Safety Managers Association (PSMA), Sunnyvale Management Association (SMA), and Unrepresented Classified Confidential are currently the only groups that have paid leave use requirements prior to PML eligibility that are lower than 120 hours.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

N/A

#### **DISCUSSION**

Currently, Unrepresented Classified Confidential employees must use 80 hours of Paid Time Off before being eligible for Paid Medical Leave. The proposed change for Unrepresented Unclassified Confidential requires the use of 120 hours of Paid Time Off before Paid Medical Leave is available. This change is consistent with higher PTO use requirements for PML that already apply to the Communication Officers Association (COA), Unrepresented Management, Department Directors, Attorneys, and SEA (the PTO use requirement for SEA is 160 hours prior to PML eligibility).

Additionally, the City has been working to update the language used for Paid Medical Leave within the Salary Resolution to replace the word "disability" with "illness or injury." The City applies the two

**15-1005** Agenda Date: 12/1/2015

phrases in the same way for purposes of administering the PML program; "illness or injury" simply modernizes old language. "Disability" was used before state and federal laws were passed that defined disabilities and required employers to provide protected unpaid leave for those disabilities. The City has always applied PML for any medically certified illness or injury, regardless of whether it rises to the level of a "disability" as defined in the state and federal laws.

#### **FISCAL IMPACT**

Increasing the PTO usage prior to becoming eligible for Paid Medical Leave from 80 hours to 120 hours is expected to be a modest cost savings to the City on an ongoing basis. Actual savings associated with the proposed change for Unrepresented Classified Confidential employees will depend on usage. It should be noted that there are currently 25 Unrepresented Classified Confidential employees.

#### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

#### **ALTERNATIVES**

- 1. Adopt the amended Salary Resolution to require 120 hours of Paid Time Off prior to Paid Medical Leave eligibility for Unrepresented Classified Confidential employees.
- 2. Do not adopt the amended Salary Resolution to require 120 hours of Paid Time Off prior to Paid Medical Leave eligibility for Unrepresented Classified Confidential employees.

#### STAFF RECOMMENDATION

Alternative 1: Adopt a Resolution Amending Resolution 190-05, the City's Salary Resolution, to Revise Section 3.110(g) (Paid Time Off Leave (PTO) and Paid Medical Leave - Confidential Employees) to Require 120 hours of Paid Time Off prior to Paid Medical Leave Eligibility for Unrepresented Classified Confidential Employees.

Prepared by: Doug Baker, Human Resources Manager Reviewed by: Teri Silva, Director of Human Resources Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENT**

1. Resolution to Amend Salary Resolution

#### RESOLUTION NO. -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING SALARY RESOLUTION NO. 190-05 TO REVISE THE PAID TIME OFF AND PAID MEDICAL LEAVE PROVISIONS FOR UNREPRESENTED CLASSIFIED CONFIDENTIAL EMPLOYEES.

WHEREAS, the City offers a Paid Medical Leave ("PML") benefit to employees that provides full pay for any medically certified illness or injury for ninety (90) calendar days.

WHEREAS, in recent years, the City has negotiated with various employee groups to require use of a certain amount of the employee's Paid Time Off (120-160 PTO hours, depending on employee group) before the City pays the PML benefit; and

WHEREAS, the Unrepresented Classified Confidential employees are currently required to use 80 hours of Paid Time Off before being eligible for Paid Medical Leave; and

WHEREAS, the City Council desires to adopt this resolution to the Salary Resolution (Resolution No. 190-05) to reflect that Unrepresented Unclassified Confidential employees must use 120 hours of Paid Time Off before being eligible for Paid Medical Leave, consistent with the requirement for comparable employee groups.

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

- 1. Resolution No. 190-05 is hereby amended as set forth in Exhibit A.
- 2. All other provisions of Resolution 190-05 shall remain in full force and effect.

Adopted by the City Council	at a regular meeting held on	, 2015, by th
following vote:		
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
RECUSAL:		
ATTEST:	APPROVED:	
City Clerk	Mayor	
(SEAL)		
City Attorney		

## **EXHIBIT A**

# CITY OF SUNNYVALE SALARY RESOLUTION

# **Table of Contents**

1.000.	PAY PLAN SCHEDULES.
1.050.	RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES.
1.100.	MANDATED DEDUCTIONS.
2.000-2.900	ASSIGNMENT OF PAY RANGES AND RATES TO PAY PLAN.
3.000.	LEAVE BENEFITS.
3.010.	LEAVE AUTHORIZATION.
3.020.	LEAVE BENEFITS. TO WHOM APPLICABLE.
3.030.	LEAVE PAYMENT.
3.040.	LEAVE SUBSTITUTION.
3.100.	PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).
	MANAGEMENT.
3.110.	PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).
	CONFIDENTIAL EMPLOYEES.
3.200.	BEREAVEMENT LEAVE.
3.300.	HOLIDAY LEAVE.
3.310.	FLOATING HOLIDAY LEAVE.
3.320.	SPECIAL SCHEDULE. HOLIDAY LEAVE.
3.400.	JURY LEAVE.
3.500.	MILITARY LEAVE.
3.550.	MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL
	SALARY.
3.600.	PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT.
3.610.	PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS.
3.620.	PAID MEDICAL LEAVE. AUTHORIZATION.
3.625.	STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE
	INSURANCE (PFLI).
3.630.	LONG TERM DISABILITY.
3.640.	PAID MEDICAL LEAVE REQUIREMENT WAIVER.

MEDICAL APPOINTMENT LEAVE.

3.700.

3.800.	VACATION LEAVE.
3.810.	VACATION LEAVE. ACCUMULATION. USE.
3.900.	MANAGEMENT. ADMINISTRATIVE LEAVE FOR MANAGEMENT.
3.950.	EMPLOYEE EMERGENCY LEAVE RELIEF FUND.
4.000.	OVERTIME PAY. WHO IS ENTITLED.
4.010.	OVERTIME AUTHORIZATION.
4.020.	OVERTIME COMPUTATION.
4.030.	OVERTIME PAY. WHEN APPLICABLE.
4.100.	COMPENSATORY TIME.
4.200	CALL-BACKPAY. OVERTIME. WHEN APPLICABLE.
4.300	CONFIDENTIAL PREMIUM PAY.
5.000.	WAGE SUPPLEMENTS.
5.010	INTERIM/ACTING PAY. MANAGEMENT.
5.020	Y-RATING PAY.
5.100.	UNIFORMS.
5.200.	WORK EQUIPMENT.
5.210.	SAFETY GLASSES.
5.220.	SAFETY FOOTWEAR.
5.300.	TRAINING ASSISTANCE.
5.500.	HEALTH INSURANCES. ELIGIBILITY AND EFFECTIVE DATES.
5.501.	CASH-IN-LIEU. MEDICAL COVERAGE.
5.502.	CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.
5.505.	CITY CONTRIBUTION. MEDICAL INSURANCES.
5.506.	CITY CONTRIBUTION. DENTAL INSURANCE.
5.507.	CITY CONTRIBUTION. VISION INSURANCE.
5.515.	CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.
5.520.	MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.
5.525.	EMPLOYEE CONTRIBUTION. HEALTH INSURANCE.
5.530.	PREMIUM CONVERSION.
5.540.	POST RETIREMENT MEDICAL BENEFITS.
5.550.	LIFE INSURANCE.
5.560.	DEPENDENT CARE REIMBURSEMENT ACCOUNT.
5.561.	HEALTH CARE REIMBURSEMENT ACCOUNT.

5.600. WORKERS' COMPENSATION BENEFITS. 5.700. RETIREMENT SYSTEMS. 5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS). 5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES. 5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS). 5.720. TIER 1 - 3%-AT-50 SAFETY PLAN. 5.721. TIER 2 – 3%-AT-55 SAFETY PLAN. 5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN. 5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN. 5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN. 5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN. 5.740. CalPERS CONTRIBUTION. SOCIAL SECURITY. FICA PORTION. 5.750. 5.800 PUBLIC SAFETY NONMANAGEMENT. DIFFERENTIAL. SPECIAL PROVISIONS. 6.000. 6.100. WORK SCHEDULES. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES. 6.150. 6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES. DEFERRED COMPENSATION. 6.300. 6.400 YOUTH PARTICIPATION INCENTIVES. 6.500. AUTOMOBILE ALLOWANCE. 6.600. RELOCATION ASSISTANCE. 6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM. **UNCLASSIFIED** 7.000. ADMINISTRATION. CLASSIFIED SERVICE AND MANAGEMENT. 7.100. HOURLY RATES. 7.105. SALARY RATES. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. 7.110. 7.115. DIFFERENTIAL PAY. MANAGEMENT. 7.120. MERIT INCREASE. NONMANAGEMENT. 7.130. MERIT INCREASE. MANAGEMENT. PROMOTION. NONMANAGEMENT. 7.140.

PROMOTION. MANAGEMENT.
PROVISIONAL APPOINTMENT.
GRANT-FUNDED EMPLOYMENT.
UNCLASSIFIED SERVICE. RECREATION, CASUAL, SEASONAL, AND
SPECIAL PROJECT. ADMINISTRATION.
REDUCED TIME JOB STATUS PROGRAM. CATEGORY G.
PAY BASIS.
EFFECTIVE DATE.

#### **CITY OF SUNNYVALE**

#### **SALARY RESOLUTION**

1.000. PAY PLAN SCHEDULES. The schedule of pay for each classification in the Classified Service and in the Unclassified Service enumerated by pay category in Sections 2.000, 2.100, 2.200, 2.450, 2.500, 2.600, 2.700, and 2.900 consists of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay category in Sections 2.300, 2.400, and 2.800 consists of the annual control point for each classification. Pay Plan Schedules A through L apply to employee categories as follows:

The section in which each classification is assigned to a pay range is indicated in parentheses () following the definition of the category.

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA) (Section 2.000).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA) (Section 2.100).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA) (Section 2.200).

Pay Plan Category D/E applies to unrepresented **Classified Management** employees, and employees represented by the Sunnyvale Managers Association (SMA). This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy (Section 2.300).

Pay Plan Category F applies to employees in Unclassified **Department Director** positions who report directly to the City Manager. These classes are the highest level management positions at the department level. Employees in these positions are responsible for overall direction of their respective department operations within the context of City policy (Section 2.400).

Pay Plan Category G applies to unrepresented **Classified Confidential** employees (Section 2.450). [Note: For purposes of wage increases/decreases, benefits and leaves, Category G employees receive the same treatment as Category B employees, except as provided in Section 3.110 and Section 3.310.].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job Training Partnership Act (JTPA)** (Section 2.700).

Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney (Section 2.800).

Pay Plan Category L applies to **Classified Regular Part-time** employees represented by the Service Employee International Union (SEIU) (Section 2.900).

The Pay Ranges and Rates for each Subclass of a classification for which subclasses have been established shall be as set forth for the applicable classification.

The effective dates for each Pay Plan are indicated on the respective Pay Plan Schedules as set forth in Exhibit "A" (posted Salary Tables).

1.050. RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES. Retroactive salary adjustments which occur as a result of a collective bargaining settlement will be provided to those employees who are actively employed by the City at the time of the Memorandum of Understanding adoption by the City Council, and to those employees who have retired between the effective date for retroactivity and date of adoption by the City Council. Any employees who have separated or have been terminated prior to this adoption will not be eligible for any retroactive adjustments. Retroactivity will be provided for salary adjustment only. To be eligible for any other salary adjustment as a result of MOU provisions, the employee must be employed as of the established effective date of such action.

<u>1.100.</u> MANDATED DEDUCTIONS. Any state or federally mandated deductions are made in accordance with applicable law.

All employees hired after April 1986 shall be covered by Medicare. The employee and the City will each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Unemployment insurance is provided to employees at no cost to the employee.

2.000 THROUGH 2.900. ASSIGNMENT OF PAY RANGES AND RATES TO PAY PLAN. All Pay Ranges and Rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

3.000. LEAVE BENEFITS. The enumerated leave benefits are part of the Pay Plan or applicable Memoranda of Understanding.

3.010. LEAVE AUTHORIZATION. All leaves, with the exception of those of Category K members, must be approved in advance by the City Manager or designated Management representative under established procedure. Leaves of Category K members must be approved in advance by the City Attorney.

- 3.020. LEAVE BENEFITS. TO WHOM APPLIC ABLE. Except as otherwise provided for herein, leave benefits are applicable to employees in Pay Plan Categories A, B, C, D/E, F, G, K and L.
- 3.030. LEAVE PAYMENT. All leave time shall be paid at the hourly straight time rate. Only one type of paid leave shall be paid at any given time and when paid shall be to the exclusion of any other paid time.
- 3.040. LEAVE SUBSTITUTION. No leave may be substituted for the authorized leave once the employee is on leave except as provided in the Administrative Policy; nor may any leave be authorized in addition to another leave for the same period.
- 3.100. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML). MANAGEMENT.
- (a) Employees in Categories D, F and K are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, disability/illness, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, management administrative leave, workers' compensation, floating holiday, and holiday.

Except for illness or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-pre-planned absence for illness, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave, except in Section 3.100. (k) that employees use PTO or any other leave balance available to him/her to supplement workers' compensation benefits as provided by state law. Time off is paid provided there is adequate PTO accrued to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

(c) The accrual rates are listed below:

**TABLE A** 

Service Period Pay Periods	Years	Hrs/pp	Accrual Rate Hrs/yr	Days/yr
1-26.99	0 to 1	6.5	169	21
27-130.99	1+ to 5	7.5	195	24
131-260.99	5+ to 10	9.0	234	29
261-442.99	10+ to 17	10.5	273	34
443-650.99	17 to 25	11.5	299	37
651+	25+	12.0	312	39

(d) Eligible employees will accrue at the rates shown in Table A for the first 870 hours (21.75 weeks, 108.75 work days). After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

**TABLE B** 

Service Period Pay Periods	Voorg	Ung/nn	Accrual Rate Hrs/Yr	Work Days/Yr
1-130.99	Years 0 to 5	<b>Hrs/pp</b> 5.0	130	16
1-130.77	0 10 3	3.0	130	10
131-650.99	5+ to 25	6.5	169	21
651+	25+	8.0	208	27

Accruals at this level will stop at 1040 hours (maximum cap) until total accrual is reduced below 1040.

- (e) If at any time the total accrual falls below 870 hours, the accrual rate will revert to the rates in Table A.
- (f) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.
- (g) For a newly-hired Category F employee, the City Manager may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee.
- (h) For a newly-hired Category K employee, the City Attorney may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee.
  - (i) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis

for each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(j) PTO and Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified (same occurrence) disability, beginning with work hour 121 through 90 calendar days of disability. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No disability leave will be provided until this requirement is satisfied.

To access the Paid Medical Leave (full pay from 16-90 calendar days), an employee must provide acceptable written medical documentation showing that the disability is a single disability, whether continuous time off has been taken or not for that disability. The first 120 hours of a single disability are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Disability Leave Benefit.

After 90 calendar days of (same occurrence) disability, the disabled employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 121 hours on a same disability and becoming eligible for disability leave pay, the disabled employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for disability pay for the part of the day that the employee is unable to work.

(k) PTO and Workers' Compensation. Employees will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, have it paid off, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related (same occurrence) disability, beginning with workday 1 through 60 calendar days of disability. After 60 calendar days of (same occurrence) work-related disability, the disabled employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630.

- (l) If an employee has no available leave hours, pay may be deducted for any hours short of 40 worked in a week. This policy is established pursuant to principles of public accountability.
  - (m) Employees in Categories D/E, F and K will have the option to cash-out up to 80

hours of PTO once at the end of each payroll calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

# 3.110. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML). CONFIDENTIAL EMPLOYEES.

- (a) Employees in Category G are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, disability/illness\_or\_injury, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, floating holiday, holiday, and workers' compensation leave. Except for illness or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-preplanned absence for illness, family emergency or visits to a doctor, dentist or licensed mental health practitioner.
- (b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave. Time off is paid provided there is adequate PTO accrual to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.
  - (c) The accrual rates are listed below:

Service Period			Accrual Rate	
Pay Periods	Years	Hrs/pp	Hrs/Yr	Days/Yr*
1-26	0 to 1	5.5	143	17.875
27-130	1+ to 5	6.5	169	21.125
131-260	5+ to 10	8.0	208	26.000
261-650	10+ to 25	9.5	247	30.875
651+	25+	11.0	286	35.750

<sup>\*</sup>Based on an eight hour/day schedule.

- (d) Accruals will stop at 700 hours (maximum cap) until total accrual is reduced below 700.
- (e) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.
- (f) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis for each paid hour during the last pay period of service. PTO shall be paid off to the employee on

the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(g) PTO and DisabilityPML. After 26 consecutive pay periods of service, the City shall provide full pay for medically certified same disabilityillness or injury, beginning with work hour 81–121 through 90 calendar days of same disabilityillness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No disability leavePaid Medical Leave will be provided until this requirement is satisfied.

To access the Disability Paid Medical Leave Benefit (full pay from 10-90 calendar days), an employee must provide acceptable written medical documentation showing that the disability illness or injury is a single disability illness or injury, whether continuous time off has been taken or not for that disability illness or injury. The first 80120 hours of a single disability illness or injury are charged to the employee's PTO bank. Hours 81121 up through the maximum of calendar day 90 are eligible for coverage under the DisabilityPaid Medical Leave Benefit.

After 90 calendar days of disabilityPaid Medical Leave, the disabled employee shall be eligible to apply for Long-Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 80120 hours on a same disabilityillness or injury and becoming eligible for disability leave payPaid Medical Leave, the disabled employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for disability payPaid Medical Leave for the part of the day that the employee is unable to work.

(h) PTO and Workers' Compensation. During the first 26 pay periods of service, the employee will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, have it paid off, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related same <u>disabilityillness or injury</u>, beginning with workday 1 through 90 calendar days of <u>disabilityillness or injury</u>. After 90 calendar days of a work-related same <u>disabilityillness or injury</u>, the <u>disabled</u> employee shall be eligible to apply for Long-Term Disability coverage as outlined in Section 3.630.

(i) Employees in Category G will have the option to cash-out up to 80 hours of PTO once at the end of each payroll calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the

minimum number of hours that may be cashed-out is 8.

3.200. BEREAVEMENT LEAVE. Employees in Categories D, F and K are entitled to bereavement leave where death has occurred to an employee's spouse or registered domestic partner, father, mother, son, daughter, brother, sister, grandparents or grandchildren, or to the father, mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner. The City reserves the right to require proof of death from the employee. Employees in Categories D, F and K shall be entitled to bereavement leave in an amount not to exceed 40 work hours per eligible incident immediately upon employment.

3.300. HOLIDAY LEAVE. Employees in Categories B, C (except those scheduled to work holidays), D/E, F and K who were on pay status both before and after each holiday shall be entitled to take leave on each of the following holidays and be paid at the straight time rate, except as provided in Section 3.320.

#### **CITY OBSERVED HOLIDAYS**

Independence Day Christmas Eve Martin Luther King, Jr. Birthday
Labor Day Christmas Day President's Holiday
Thanksgiving Day New Year's Eve Memorial Day
Day After Thanksgiving New Year's Day

When a City holiday falls on a Saturday the holiday will be observed on the Friday; when a holiday falls on a Sunday, the holiday will be observed on Monday; or as designated by the City Council.

3.310. FLOATING HOLIDAY LEAVE. Employees in Categories D/E, F, G and K shall be credited with 20 hours of floating holiday leave at the beginning of each payroll calendar year. New employees shall be credited with a pro-rata share based upon the proportion of the payroll calendar year remaining after their date of hire. Use of floating holiday leave shall be subject to the approval of the employee's supervisor.

Employees terminating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation. Employees who have used less than their pro-rated allotment for the portion of the payroll calendar year worked shall have the balance paid to them on their final paycheck. Employees who have used more than their pro- rated allotment for the portion of the payroll calendar year worked, shall have the overage deducted from their final paycheck.

Further, employees in Categories D/E, F, G and K who have unused floating holiday hours at the end of the payroll calendar year have the option of having all of the unused hours

either paid in cash or added to their PTO balance if such addition does not exceed the maximum accrual allowed for PTO.

- 3.320. SPECIAL SCHEDULE. HOLIDAY LEAVE. Holiday leave for employees on a Special Schedule is paid in accordance with policies set forth in the Special Schedule Agreement, applicable MOU, or in the Administrative Policy Manual as the same exists or is amended hereafter.
- <u>3.400.</u> JURY LEAVE. An employee is entitled to jury leave subject to conditions and limitations contained in the applicable MOU, or in the Administrative Policy Manual, as the same exists or is amended hereafter.
- 3.500. MILITARY LEAVE. Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws and the Administrative Policy Manual as the same exists or is amended hereafter. This leave is granted on a fiscal year basis.
- 3.550. MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.
- (a) A person is eligible for the benefits established in this section if he or she meets all of the following qualifications:
  - (1) Is an active probationary or regular part-time or full-time employee of the City in Pay Plan Categories A, B, C, D/E, F, G, K or L;
  - (2) Is a member of the Armed Forces, Naval Militia or National Guard;
  - (3) Is called to active duty per Executive Order 13223 issued on September 14, 2001;
  - (4) Returns to City employment within 60 days after the end of active duty status; and
  - (5) Remains as an employee of the City for at least six months following his or her return to City employment.

Eligible employees will be required to sign an agreement with the City which details their rights and obligations with respect to these benefits and supplemental salary prior to their initial receipt of benefits beyond the mandatory 30 days of benefits otherwise provided by law. Employees who elect not to return to City service shall be required to repay the City for the cost of the supplementary salary and benefits plus interest at the 26-week T-bill rate at the time that the final supplementary compensation was provided and for the period that exceeded the mandatory 30 days of benefits otherwise provided by law.

(b) The City will continue to pay a bi-weekly check to eligible employees equal to base salary,

plus any other compensation the employee would have received had he/she been actually working. The employee then will reimburse the City the amounts paid for military service plus allowances, including Basic Allowance for Housing.

- (c) Eligible employees will be required to send copies of their military pay stubs to the Department of Human Resources for purposes of reconciliation. The payments will be reconciled by the Payroll unit of the Accounting Division of the Department of Finance. If the Payroll unit has not received the copies within three weeks after the end of the month, future checks will be withheld until the information is provided.
- (d) All employees who receive the benefits and supplemental salary under this section will be eligible to remain covered under their current retirement, medical, dental, employee assistance, and vision plans while Executive Order 13223 remains active or until such time as Council takes action to amend or discontinue such benefits and supplemental salary. The City will provide eligible employees, along with the supplemental salary, the amount that the City currently contributes toward the benefits plans. If the employee is currently paying a deduction toward these plans, the employee will continue to make those payments.
- 3.600. PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT. Employees in Categories B and C qualify for Paid Medical Leave (PML) after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26<sup>th</sup> pay period the interim PML shall terminate, including any unused amount. The total allowable paid interim PML leave for employees in Categories B and C for work- related and non-work related illness or injury combined is 40 hours.
- 3.610. PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS. For employees in Categories B and C upon completion of the 26<sup>th</sup> consecutive pay periods of service; the City shall provide regular salary for Paid Medical Leave (PML), less any coverage provided by any other insurance program for the first 90 calendar days of illness or injury.
- 3.620. PAID MEDICAL LEAVE. AUTHORIZATION. Paid Medical leave may be authorized by Management staff in accordance with procedures set forth in the applicable MOU or Administrative Policy Manual as the same now exists or is hereafter amended.
- 3.625. STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI). Category L employees are eligible for SDI benefits in accordance with the applicable MOU. Benefits are provided due to non-work related disability. The cost is

paid by employee. SDI includes Paid Family Leave Insurance. These programs are administered by the State of California.

3.630. LONG TERM DISABILITY. For employees in Categories A, B, D/E and K, the City shall provide, after completion of 26 consecutive pay periods of service, income protection insurance which will take effect after 90 calendar days from the original date of disability and which, subject to standard policy provisions, exclusions and limitations, will pay 2/3 of the employee's salary while the employee is disabled and unable to work. For employees in Category F, income protection insurance is provided as of the first of the month after date of hire. Eligibility and procedural limitations are set forth in the Administrative Policy Manual and the current Long Term Disability contract as the same now exists or is hereafter amended. For employees in Category C, the Public Safety Officers Association shall contract with a long-term disability insurance provider and make long-term disability insurance available to represented employees in accordance with provisions of the MOU.

3.640. PAID MEDICAL LEAVE REQUIREMENT WAIVER. For employees in Categories D/E, F and K, the requirement of 26 pay periods of service for eligibility for City-provided Paid Medical Leave, i.e., full pay for a medically certified (same occurrence disability beginning with work hour 81 through 90 calendar days of disability for Category E, and work hour 121 through 90 calendar days for Categories D, F and K) may be waived by the City Manager in the case of catastrophic and/or life-threatening illness or disability.

3.700. MEDICAL APPOINTMENT LEAVE. For employees in Category C, medical appointment leave for employee appointments with medical doctors and dentists may be authorized after the employee has completed 26 consecutive pay periods of service. This leave will not exceed 2 hours during a standard daily work schedule.

3.800. VACATION LEAVE. Casual/Temporary employees hired prior to August 30, 1992 with 2,500 hours of City employment which is continuous or separated by no more than 26 pay periods of service are entitled to .1 hour of vacation leave for each hour of work. Casual/Temporary employees hired after August 30, 1992 are not entitled to vacation leave accrual.

3.810. VACATION LEAVE. ACCUMULATION. USE. For Casual/Temporary employees hired prior to August 30, 1992, vacation leave may be accumulated up to 50 hours. Accumulated leave time unused at the end of the payroll calendar year will be paid at the employee's current pay rate on one of the last paychecks of the payroll calendar year. Casual/Temporary employees who have accumulated 50 hours of vacation leave at any time

shall not accrue additional vacation leave or be compensated for any unused vacation leave in excess of 50 hours.

Accrued vacation leave for all categories of employees shall be paid off to the employee on the employee's last day of work and will be included in the employee's final paycheck. The City Manager may, however, approve the utilization of available accrued vacation to extend the date of retirement, and in special circumstances, the date of separation.

3.900. MANAGEMENT. ADMINISTRATIVE LEAVE FOR MANAGEMENT. Employees in Categories D and K shall be credited with 50 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. Employees in Category F shall be credited with 70 hours. All employee categories must complete 6 months of employment to meet eligibility. Use of Administrative Leave for Category F is subject to the City Manager's approval, Categories D to Department Director's approval and to the additional provisions in the Administrative Policy. Provisionally appointed managers not previously holding a regular management position are ineligible for Administrative Leave.

3.950. EMPLOYEE EMERGENCY LEAVE RELIEF FUND. The Employee Emergency Leave Relief Fund is a program that allows any City employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave. To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency. The employee must request in writing to the City Manager that this Employee Relief Fund be enacted. The City Manager will have administrative authority to accept or reject the employee's request. The City Manager will also have the administrative authority in defining all procedures to be followed in setting up and utilizing this fund.

4.000. OVERTIME PAY. WHO IS ENTITLED. All employees of the City shall be entitled to overtime pay, except those in Management positions in Categories D/E, F and K which are hereby designated as exempt from the provisions of the Fair Labor Standards Act.

4.010. OVERTIME AUTHORIZATION. All overtime must be approved in advance by the City Manager or designated Management representative under established procedure.

4.020. OVERTIME COMPUTATION. Overtime, when applicable, shall be paid at the rate of 1½ times the straight-time rate, except as otherwise provided for in an applicable MOU or herein.

4.030. OVERTIME PAY. WHEN APPLICABLE. An employee in Category C on

tour of fire duty who has worked more than 24 hours of fire tour duty shall be entitled to overtime pay.

Employees in Categories C (other than those assigned to a tour of fire duty), only for hours worked in excess of 80 hours in a biweekly pay period. Casual/Temporary employees and regular part-time employees in Category L shall be entitled to overtime pay in accordance with the Fair Labor Standards Act (FLSA). Casual/Temporary employees who meet the FLSA exempt requirements are designated as such.

Employees assigned to a special schedule shall be entitled to overtime only for hours worked in excess of 40 hours in a work week as defined in the applicable MOU and Administrative Policy Manual, or as provided in the written special schedule agreement. See also Section 6.150 regarding flex time for designated Category B employees.

- <u>4.100.</u> COMPENSATORY TIME. Employees in Category G shall have the same accumulation and use options as employees in Category B.
- 4.200. CALL-BACK PAY. OVERTIME. WHEN APPLICABLE. For full-time employees and for Category C employees the call-back provisions apply when an employee has gone off duty and left the job site. Overtime pay for call-back duty shall not continue into the next work schedule nor shall it be counted toward fulfillment of a work period.
- 4.300. CONFIDENTIAL PREMIUM PAY. The City shall provide a 3.5% premium on all paid hours for employees in Category G, and for Classified Confidential Management employees in Category D/E and for Unclassified Confidential Management employees in Category K appointed by the City Attorney.
- 5.000. WAGE SUPPLEMENTS. Wage supplements shall consist of payments to the employee outside the standard pay schedule for paid work time, and which are paid by the City either in part or in total as provided for herein or in applicable Memoranda of Understanding.
- 5.010. INTERIM/ACTING PAY. MANAGEMENT. Employees who are appointed by the City Manager in an acting/interim status to a vacant position in Pay Plan Categories D/E or F may receive placement within the control point of the vacant position; or a percentage over his/her current pay as designated by the City Manager.
- 5.020. Y-RATING PAY. Y-rating may be authorized by the City Manager or his/her designee when an employee is allocated to a classification with a lower salary range. If the current salary of the employee is more than the maximum of the revised allocated classification, the employee may be Y-rated and he/she will continue to receive the former rate of pay until the maximum salary of the new classification is raised to an amount higher than the rate of pay

received in the former classification.

- <u>5.100.</u> UNIFORMS. The City shall provide uniforms for Category B employees assigned to meter reading, public facility maintenance, public safety records, and others as designated by the City Manager.
- <u>5.200.</u> WORK EQUIPMENT. The City shall provide mattresses, sheets, pillows, pillow cases and blankets at the fire stations and safety gear in all departments as required by law.
- 5.210. SAFETY GLASSES. The City shall provide employees in Categories A, B, C, D/E and L prescription safety glasses, provided (a) that safety glasses are required on the job; (b) the employee provides the prescription at no cost to the City; and (c) the glasses are provided by an optical firm approved by the City.
- 5.220. SAFETY FOOTWEAR. Employees in Category L in classifications required by the City to wear safety footwear shall be eligible to receive an annual allowance in accordance with the provisions of the applicable MOU. Employees hired after the start of the fiscal year shall be eligible for a pro-rated allowance.

The Human Resources Risk Manager may authorize additional classifications to receive the safety footwear allowance if it is determined that safety footwear is required for the work being performed.

5.300. TRAINING ASSISTANCE. The City shall reimburse employees in Categories A, B, C, D/E, F, K, L, those in the Public Safety Cadet program, and employees in the classification of Crime Prevention Assistant for all or part of the cost of tuition and books for courses approved in advance by the City, provided the course is completed successfully and documentation of costs and certificates of completion are presented according to Administrative Policy or applicable MOU. The amount of reimbursement based on relatedness to the employee's present position may be taxable in accordance with state and federal law.

#### 5.500. HEALTH INSURANCE. ELIGIBILITY AND EFFECTIVE DATES.

- (a) <u>Medical</u>. Participation in the medical insurance plan is available to employees in all full-time and regular part-time Categories and to members of the City Council at the time of appointment in accordance with the provisions of the plan selected, with the effective date the first day of the month following enrollment.
- (b) <u>Dental</u>. Employees in Categories D/E, F, K and members of the City Council are eligible for dental coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Employees in Categories B and L shall become eligible for

dental coverage, in accordance with the provisions of the plan selected, upon completion of 13 pay periods of service with the effective date on the first of the month following enrollment. For employees in Category C, the Public Safety Officers Association shall contract with a dental provider and make dental insurance available to represented employees in accordance with the provisions of the respective MOU. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced "voluntary buy-up" dental plan. The cost of the voluntary buy-up plan is solely funded by employee / City Council member contributions.

- (c) <u>Vision</u>. Employees in all full-time and regular part-time Categories and members of the City Council are eligible for vision coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced "voluntary buy-up" vision plan. The cost of the voluntary buy-up plan is solely funded by employee/City Council member contributions.
- (d) <u>Employee Assistance Plan (EAP)</u>. Employees in all full-time and regular parttime Categories are covered by the employee assistance program at the time of appointment in accordance with the provisions of the plan.

#### <u>5.501.</u> CASH IN-LIEU. MEDICAL COVERAGE.

(a) Employees in Categories D/E, F, K and members of the City Council have the option of reducing their medical coverage and receiving payment of a portion of the City contribution. However, if the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

To be eligible for this plan, an employee must either:

- (1) Change from full family to employee plus one or employee only;
- (2) Change from employee plus one to employee only;
- (3) Change from any level coverage to no coverage; or
- (4) A new employee may choose no coverage. Payment shall be made based on the following schedule:

Current	New	Monthly
Employee + 2	No coverage	\$213.42
Employee + 2	Employee only	\$131.08
Employee + 2	Employee +1	\$ 48.75
Employee + 1	No coverage	\$164.67

Employee + 1	Employee	\$ 82.33
Employee only	No coverage	\$ 82.33
NEW employee	No coverage	\$ 82.33

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a Citysponsored CalPERS provided medical plan.

If an employee decides to increase his or her level of coverage by either reentering a City sponsored CalPERS provided medical plan or including a dependent in his or her current coverage, he or she must enroll during the annual open enrollment period, unless a qualifying event occurs. See the Department of Human Resources for additional information on what constitutes a qualifying event.

Procedures for exercising this option and for reentering the City sponsored CalPERS provided medical plans shall be established by the City.

## 5.502. CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.

Members of the City Council who are City retirees and are enrolled in the CalPERS medical program as a retiree, are eligible to receive a reimbursement equal to the difference of the current City contribution to medical insurance included under Section 5.505 and the current cost of the CalPERS medical premium.

In addition, if Members of the City Council who are City retirees and have an alternative dental plan, and they waive City coverage, the City will reimburse the cost of dental insurance up to the amount specified under Section 5.506 (f).

5.505. CITY CONTRIBUTION. MEDICAL INSURANCE. Effective January 1, 2016, the City will contribute the following amounts toward the cost of premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee in the respective categories listed below, and his or her eligible dependents, and for each annuitant in CalPERS formerly in the respective categories listed below and his or her eligible dependents:

- (a) Category A. The cost of the premium or \$472.98 per month, whichever is less.
- (b) Categories B and G. The cost of the premium or \$757.97 per month, whichever is less.
  - (c) Category C. The cost of the premium or \$467.46 per month, whichever is less.

- (d) Category L. The cost of the premium or \$416.90 per month, whichever is less.
- (e) Categories D/E, F and K. The cost of the premium or \$757.97 per month, whichever is less. Effective January 1<sup>st</sup> each year, the City's contribution will be the lesser of the cost of the premium or the lowest cost HMO premium for single coverage of the lowest cost HMO plan available through the CalPERS Bay Area regional medical plans. Additionally, the City's contribution shall be no less than the highest City contribution for any of the employee represented units; including COA, PSOA, SEA and SEIU.
- (f) Members of the City Council. The City's contribution will be the lesser of the cost of the premium or the minimum monthly contribution pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). For calendar year 2015, the amount is \$122.00 and for calendar year 2016, the amount is \$125.00.

## 5.506. CITY CONTRIBUTION. DENTAL INSURANCE.

- (a) Category A. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the COA MOU.
  - (b) Category B. The City's contribution is included under Section 5.515 (b) below.
- (c) Category C. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the PSOA MOU.
  - (d) Category L. The City's contribution is included under Section 5.515 (d) below.
- (e) Categories D/E, F and K. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.
- (f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

## 5.507. CITY CONTRIBUTION. VISION INSURANCE.

- (a) Category A. The City's contribution is included under Section 5.515 (a) below.
- (b) Category B. The City will contribute the premium for employee only or employee plus one dependent coverage.
  - (c) Category C. The City's contribution is included under Section 5.515 (c) below.
- (d) Category L. The City will contribute the premium for employee only or employee plus one dependent coverage.
- (e) Categories D/E, F and K. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.
- (f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

## 5.515. CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.

- (a) Category A. Effective September 27, 2015, the City will contribute \$142.02 per month, the difference between \$615.00 and the amount stated in 5.505 (a) above. Effective calendar year 2016, the City will contribute \$242.02 per month, the difference between \$715.00 and the amount stated in 5.505 (a) above. Effective calendar year 2017, the City will contribute \$342.02 per month, the difference between \$815.00 and the amount stated in 5.505 (a) above.
- (b) Category B. The City will contribute a maximum of \$588.69 per month toward a Cafeteria Benefits Plan for employees and dependent medical coverage and a minimum of \$196.21 per month for employees with employee only medical coverage.
- (c) Category C. The City will contribute \$47.54 per month, the difference between \$515.00 per month and the amount stated in 5.505 (c) above.
- (d) Category L. The amount the City contributes towards the Cafeteria Benefits Plan shall be made based on the number of hours in paid status as provided in the SEIU MOU.
- (e) Categories D/E, F and K. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (e) above, and shall be based upon the plan level in which the employee is enrolled (i.e., employee only, employee plus one dependent, or employee plus family).
- (f) Members of the City Council. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (f) above, and shall be based upon the plan level in which the council member is enrolled (i.e., council member only, council member plus one dependent or council member plus family).

## 5.520. MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.

(a) Category A. Including the amounts specified in Sections 5.505 (a) and 5.515 (a), the City's maximum contribution is \$615.00 per month (\$283.85 per pay period) effective September 27, 2015, \$715 per month (\$330.00 per pay period) effective calendar year 2016, and \$815 per month (\$376.15 per pay period) effective calendar year 2017. The City's maximum

contribution is payable towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

- (b) Category B. Including the amounts specified in Sections 5.505(b) and 5.515(b) the City's maximum monthly contribution is \$1154.29 (\$532.75 per pay period). For employees with employee only medical coverage, the City's maximum monthly contribution is \$761.81 (\$351.60 per pay period). The City's health insurance contribution is payable towards the cost of employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, optional life / AD&D insurance or any combination thereof. In addition, the City pays the full premium for the employee assistance program.
- (c) Category C. Including the amounts specified in Sections 5.505 (c) and 5.5150 (c), the City's maximum contribution is \$515.00 per month (\$237.69 per pay period) towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.
- (d) Category L. Including the amounts specified in Sections 5.505 (d) and 5.515 (d), the City's maximum contribution is up to \$923.42 per month (\$426.19 per pay period) towards employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, or any combination thereof. The actual City maximum is pro-rated based on the number of hours in paid status as provided in the SEIU MOU. In addition, the City pays the full premium for the employee assistance program.
- (e) Categories D/E, F and K. In addition to the amounts contributed by the City as specified in Sections 5.505 (e), 5.508 (e), 5.510 (e) and 5.515 (e), the City pays the full premium for the employee assistance program.
- (f) Members of the City Council. For calendar year 2010, the maximum monthly City contribution, as described in Sections 5.505 (f), 5.506 (f), 5.507 (f) and 5.515(f), ranges from \$630.55 to \$1554.28. The actual amount is based upon the plan level in which the council member is enrolled in medical coverage (e.g.; council member only, council member plus one dependent or council member plus family).
- 5.525. EMPLOYEE CONTRIBUTION. HEALTH INSURANCE. To the extent that any full or part-time employee or member of the City Council elects health insurance coverage that exceeds the amount stated in Section 5.520, the employee/member of the City Council shall pay the difference.
  - 5.530. PREMIUM CONVERSION. If applicable, pursuant to IRS Code §125, regular

full-time and regular part-time employees shall pay their contribution toward health insurance on a pre-tax basis, unless the employee chooses to pay on a post-tax basis and notifies the Department of Human Resources of this request in writing.

### 5.540. POST RETIREMENT MEDICAL BENEFITS.

- (a) Categories D/E, F and K. Employees who retire from City service under the provisions of the City's contract with CalPERS (minimum of age 50 and 5 years of service) are eligible for post-retirement medical benefits as stated below:
  - (a.1) Group A Retirement date prior to January 1, 2008.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan.

(a.2) Group B – Retirement date on or after January 1, 2008 with an appointment date prior to July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to a cap based on the cost of the premium of the highest price plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan effective January 1<sup>st</sup> of each year.

(a.3) Group C – Retirement date on or after January 1, 2008 with an appointment date on or after July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program (RHR) will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to the cap indicated in (a.3) above and according to the following vesting schedule:

**Vesting Schedule** 

City of Sunnyvale Management Years of Service	% of RHR paid to Retiree
5	50%
6	55%
7	60%
8	65%
9	70%
10	75%
11	80%
12	85%
13	90%
14	95%
15+	100%
Combined Years of Service 5 years management service with City of Sunnyvale and 15 years or more of non- management City service	100%

5.550. LIFE INSURANCE. The City shall provide life insurance equal to one times annual base salary for employees in Categories D/E, F and K. In addition, the employee has the option of buying additional insurance of one times his/her annual base salary up to the maximum allowable coverage. Coverage is subject to the terms and conditions of the insurance policy and to current tax law provisions.

<u>5.560</u>. DEPENDENT CARE REIMBURSEMENT ACCOUNT. Employees in Categories B, C, D/E, F, K and L are provided with an option to pay for dependent care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

<u>5.561.</u> HEALTH CARE REIMBURSEMENT ACCOUNT. Employees in Categories A, B, C, D/E, F, K and L are provided with an option to pay for health care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.600. WORKERS' COMPENSATION BENEFITS. The City self-insures for Workers' Compensation benefits. Workers' Compensation benefits will be provided as required by law. Employees who are injured on the job are to comply with the legal requirements governing the use of Workers' Compensation benefits. Employees in Category E who are eligible for temporary disability payments under Workers' Compensation law, shall receive salary

continuation from the City's disability program for the first 90 calendar days of temporary disability. Employees in Categories B, D, F and K, who are eligible for temporary disability payments under Workers' Compensation law, shall receive salary continuation from the City's disability program for the first 60 calendar days of temporary disability. Pursuant to current tax laws, a portion of salary continuation, in lieu of temporary disability payments, is exempt from federal and state withholding taxes. The amount of tax-free salary continuation is up to 2/3 of an employee's average wage, subject to minimums and maximums set by state law. Employees who remain temporarily totally disabled after 90 calendar days shall receive temporary disability payments directly from the City's Workers' Compensation third party administrator.

<u>5.700.</u> RETIREMENT SYSTEMS. The City shall provide a retirement system to eligible employees and to members of the City Council who elect to join the California Public Employees' Retirement System, in accordance with the provisions of the City Charter, and as specifically described herein.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS). The City shall contract with the State of California Public Employees' Retirement System (CalPERS) for retirement plans for qualified Safety and Miscellaneous employees. Both plans shall include the 1959 Survivor Benefits. Miscellaneous and Safety employees, and members of the City Council who have elected CalPERS membership, receive the 1959 Survivor Benefit at the increased benefit level (Third Level). Miscellaneous and Safety employees are eligible for the optional Military Buy-Back benefit (Military Service Credit as Public Service).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES. Qualified employees are those in Categories A, B, C, D/E, F, G, K, L and those employees in any other Category who are required by CalPERS to be covered. In addition, members of the City Council are qualified to participate in the California Public Employees Retirement System and may elect optional membership in CalPERS.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS). In appropriate situations for employees hired on or after July 1, 1996, who retire in good standing, City agrees to provide a supplemental retirement benefit through the Public Agency Retirement System (PARS) so that the employee's retirement benefit equals what the employee would have received from CalPERS had the employee been hired by the City prior to July 1, 1996 as outlined in the CalPERS Circular Letter No. 200-002 (circular letter available in the Department of Human Resources).

- 5.720. TIER 1 3%-AT-50 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-50" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.
- 5.721. TIER 2 3%-AT-55 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-55" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). This benefit will apply to Safety employees hired after February 19, 2012. Final compensation shall be calculated using the single highest year model.
- 5.722. TIER 3 2.7%-AT-57 SAFETY PLAN. The City shall provide qualified safety employees hired beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the safety 2.7% at age 57 retirement formula with the one-half continuance option under CalPERS. Final compensation shall be calculated using the average of the three highest years model.
- 5.730. TIER 1 2.7%-AT-55 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council with the "2.7%-at-55" plan under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.
- 5.731. TIER 2 2%-AT-60 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning in the last full pay period in December 2012 the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. Employees hired on or after January 1, 2013 who are current CalPERS members or who are members of a reciprocal retirement system, as defined by CalPERS shall also receive the 2% at 60 retirement plan.
- 5.732. TIER 3 2%-AT-62 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the average of the three highest years model.

### 5.740. Calpers Contribution.

(a) Effective August 31, 2014, employees in categories D, F (except for the Director of Public Safety), and K who are also in Tier 1, shall be responsible for contributing 4% of the

member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

Effective first full pay period of July 2015, employees shall be responsible for contributing 5% of the member contribution, and the City shall contribute 3%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 3% as additional compensation.

Effective first full pay period of July 2016, employees shall be responsible for contributing 6% of the member contribution, and the City shall contribute 2%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 2% as additional compensation.

(b) Effective August 31, 2014, employees in categories D, F and K in Tier 2 shall be responsible for contributing 3% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

Effective first full pay period of July 2015, employees shall be responsible for contributing 4% of the member contribution, and the City shall contribute 3%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 3% as additional compensation.

Effective first full pay period of July 2016, employees shall be responsible for contributing 5% of the member contribution, and the City shall contribute 2%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 2% as additional compensation.

- (c) Employees in categories D, F and K in Tier 3 shall be responsible for paying 50% of the normal cost toward their retirement.
- (d) Effective August 31, 2014, the Director of Public Safety shall be responsible for paying 3% of the member contribution, and the City shall contribute 6%; such payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 6% as additional compensation.

Effective first full pay period of July 2015, the Director of Public Safety shall be responsible for paying 4% of the member contribution, and the City shall contribute 5%; such

payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 5% as additional compensation.

Effective first full pay period of July 2016, the Director of Public Safety shall be responsible for paying 5% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(e) For employees in other Categories who are required by the CalPERS to be covered, such as City Council members who elect to enroll in CalPERS and eligible casual employees, the employee shall be responsible for the full normal member contribution to CalPERS.

5.750. SOCIAL SECURITY. FICA PORTION. All employees not covered by CalPERS shall be covered by Social Security/FICA. The employee and the City will each contribute the mandated percentage of the employee's wages toward the cost of Social Security/FICA. No Social Security/FICA will be withheld for retired CalPERS members who return to work as a temporary employee.

5.800. PUBLIC SAFETY NONMANAGEMENT. DIFFERENTIAL. When salaries are set for Public Safety Officer II, the following classifications of Public Safety Non Management will be adjusted, since they are tied to differentials established by the Public Safety Officer II, to maintain the appropriate relationships:

Public Safety Officer-in-Training Step 1 is set at 10% below Step 1 of

Public Safety Officer II; Step 2 is 5%

above Step 1

Public Safety Officer I Step 1 is set at 5% above Step 1 of

Public Safety Officer-in-Training; Steps 2 through 4 are set at 5% above

each previous step

<u>6.000.</u> SPECIAL PROVISIONS. Those provisions which are in a non-pay category, but which confer a benefit on an employee, are provided in accordance with the provisions in the Administrative Policy Manual.

6.100. WORK SCHEDULES. Employees in the Civil Service are to work in

accordance with the schedules, shifts, tours of duty and work periods or cycles established by their respective departments in accordance with the provisions of the applicable MOU or the Administrative Policy Manual as the same now exists or is hereafter amended.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES. Category B employees, designated under the terms of the applicable MOU as exempt under the Fair Labor Standards Act, may have their work schedules adjusted, at the discretion of their managers, in order to minimize the cost of overtime pay. Such adjustments shall be made in accordance with the provisions of the applicable MOU.

<u>6.200.</u> ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES. Alternate schedules for individual employees in Categories D/E, F, and K may be authorized by the City Manager and the City Attorney in accordance with the Administrative Policy Manual.

6.300. DEFERRED COMPENSATION. Employees in Categories A, B, C, D/E, F, K and L and members of the City Council shall be entitled to participate in a 457 deferred compensation plan approved by the City. For employees in Categories D/E, F and K, a 401 (a) plan is available and procedures for contribution to such plan will be established by the City. With respect to any employee in Categories D/E, F and K who enrolls in any of the two deferred compensation plans (457 or 401 (a)), the City shall contribute to such plan on behalf of the employee an amount equal to 2% of the employee's gross pay per pay period. Such employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

<u>6.400.</u> YOUTH PARTICIPATION INCENTIVES. Incentive Payments may be made in accordance with 29 USC § 2854, to provide incentives for recognition and achievements of the participants in the youth activities through the Department of Employment Development.

6.500. AUTOMOBILE ALLOWANCE. Any Management employee authorized and assigned exclusive use of a City vehicle on a 24-hour basis may, at the option of the employee, receive a car allowance, payable monthly, in lieu of the assignment and authorization to use such City vehicle. Such car allowance is only available while the employee is actively at work (i.e., not absent from work for more than one month, irrespective of reason). When not actively at work, the automobile allowance will cease the first of the month following the last date the employee is actively at work. A Management employee in Category D/E who is not assigned exclusive use of a City vehicle and who ordinarily does not have access to pool vehicles at his or her work site and who averages 300 or more miles per month of City business travel in his or her own personal vehicle, excluding normal travel to and from work, shall be eligible for a car

allowance. This option shall not be available in the event the City Manager or the employee's Department Director determines that the vehicle assigned is a special purpose vehicle or a vehicle especially equipped so that it cannot be adequately replaced by the employee's private vehicle. Effective July 1, 2007, the monthly vehicle allowance for Department Directors will be \$450.00 and for designated management employees \$310.00. The City Manager may authorize a change in this allowance in accordance with the change in the IRS standard mileage rate.

6.600. RELOCATION ASSISTANCE. Employees in Categories D/E and K may be offered up to \$5,000 of relocation assistance, including expenses incurred in connection with the final trip for employee and immediate family to the area, provided that their primary residence at the time they receive their offer of employment with the City is located outside a 50 mile radius of the City and they move to a location within Santa Clara County within 1 year of appointment. In addition, these employees are also eligible for interim living expenses, at the maximum rate of \$100 per day for a period not to exceed 30 days, incurred while searching for a new residence. Category F employees may be offered up to the full cost of relocation assistance, including interim living expenses, if they move into the City limits within 1 year of appointment. Such assistance may be taxable to the employee. This assistance must be documented in the offer letter to the employee.

<u>6.700.</u> EXECUTIVE MORTGAGE ASSISTANCE PROGRAM. Category F employees are eligible for benefits provided pursuant to the Executive Mortgage Assistance Program. Provisions of the program have been approved through separate resolution and may be amended as necessary.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT. The Pay Plan for all City employees shall be administered by the City Manager in accordance with policies stated herein and in the Administrative Policy Manual and any applicable MOU. The City Manager shall issue such rules and procedures as are necessary to put the policies into effect.

7.100. HOURLY RATES. Employees in Categories A, B, C, G and L at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range. In cases where it is necessary to attract qualified personnel the employee may be assigned the hourly rate in the second or third step of the pay range. Under extraordinary circumstances, employees may be assigned to a higher step than the first step of the pay range, upon recommendation of the Department Director and approval of the City Manager.

7.105. SALARY RATES. The minimum rate at which employees in Categories D/E,

F and K may be hired is 85.0% of the Control Point for that classification; the maximum is 100% of Control Point. Appointments made above 95.0% of Control Point require recommendation of the Department Director, and approval of the City Manager for all, but Category K. Determinations on Category K employees are made by the City Attorney.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. Control Points for Management classifications are as established in Sections 2.300, 2.400 and 2.800. The range for each classification extends from 85.0% of the Control Point up to the Control Point (100%).

7.115. DIFFERENTIAL PAY. MANAGEMENT. In the event that a pay differential of less than 15% is identified between the Control Point for a Management classification and the top step base salary for a direct-report non-management classification, a department director may recommend a pay differential of up to 15%. The differential will not be applied automatically, and an identifiable need for such differential must exist prior to providing the differential pay. All differentials require review by the Director of Human Resources and approval of the City Manager.

7.120. MERIT INCREASE. NONMANAGEMENT. Upon completion of 13 pay periods, employees in Categories A, B, C and G may be assigned the next step in the pay range to which the classification is assigned. Such merit increases shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given at 26 pay period intervals until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following the anniversary date.

Upon completion of 6 months of continuous City service, employees in Category L may be assigned the next step in the pay range to which the classification is assigned. Such merit increase shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given upon completion of intervals of 12 months of continuous service until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following completion of the requisite hours.

7.130. MERIT INCREASE. MANAGEMENT. Upon completion of 13 pay periods of service, employees in Categories D, F and K who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary above the rate to which they were initially assigned, up to but not exceeding the Control

Point.

The pay rate for employees in Categories D, F and K hired or appointed to management positions prior to June 1, 2013 will be considered for adjustment beyond that granted after the first 13 pay periods of service at the beginning of each new fiscal year after employment. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.

The pay rate for employees in Categories D, F and K hired or appointed to management positions on or after to June 1, 2013 will be considered for adjustment beyond that granted after the first 13 pay periods of service following the completion of 26 pay periods from the prior increase in salary, up to but not exceeding the Control Point. Increases in salary shall be granted effective with the pay period immediately following the completion of 26 pay periods. Increases of more than 5% require approval of the City Manager.

7.140. PROMOTION. NONMANAGEMENT. Upon promotion to a full-time non-management classification having an assigned pay range greater than the classification from which the employee is being promoted, employees in Categories A, B, C and G shall be entitled either to that hourly pay step in the pay range of the higher class which is at least 5% above the employee's current hourly step rate, or that step the employee would have received within 2 pay periods had the promotion not been made, provided the increase does not exceed the rate contained in the top salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

Upon promotion to a regular part-time classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step in the pay range of the higher classification which is at least 5% above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the 5th salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

7.150. PROMOTION. MANAGEMENT. Employees in Category D/E who are promoted to a classification which has been assigned a Control Point greater than the classification from which the employee is being promoted shall be entitled to assignment to a pay rate in the new salary range which provides at least 5% above the employee's current hourly rate, or the rate which the employee would have received with a meeting or exceeding expectation of performance within 2 pay periods had the promotion not been made, provided

the increase does not exceed 95.0% of the Control Point for the new classification, except that upon recommendation of the Department Director and approval of the City Manager, the promoted employee's pay rate may be set at up to 100% of such Control Point. Employees in Category K who are promoted in similar circumstances shall likewise receive an increase, subject to the determination of the City Attorney. Thereafter, the employee is considered for merit increases in the same manner as other Management employees.

7.160. PROVISIONAL APPOINTMENT. The pay periods of service of a probationary or regular employee shall not be affected by a provisional appointment. Merit pay increases are to be considered as though the employee had not accepted the provisional appointment.

## 7.170. GRANT FUNDED EMPLOYMENT.

- (a) The City may hire employees in grant-funded (limited duration) positions where the position is funded by grant funds or similar types of non-City funding sources.
- (b) Job classification titles for grant-funded positions shall be distinct from job classification titles for regular positions.
- (c) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the grant-funded (limited duration) status, including that the City has the authority to terminate employment at the completion of the grant or for reduction or loss of grant funding.
- (d) Unless otherwise stated by the funding source or agency, if the appointment is for a period of twelve months or more, employees in grant-funded positions shall receive the same benefits as regular employees. Employees who will be working a full-time schedule in a management classification will be included in the Sunnyvale Managers Association bargaining unit; employees who will be working a full-time schedule in a non-management classification will be included in the Sunnyvale Employees Association bargaining unit; and employees who will be working a schedule of 1,092 -1,716 hours per fiscal year will be included in the Services Employees International Union bargaining unit.
- (e) If the appointment is for less than twelve months, employees shall be employed in the unclassified service as temporary employees. Temporary employees are unrepresented, are eligible for only those benefits applicable to this category of employment, and are limited to 900 hours of work in the fiscal year.
  - (f) Should an employee who was originally hired to fill a grant-funded position of

twelve months or more be later appointed to a regular position, his/her hire date will be the date that service commenced in the grant-funded position.

8.000. CASUAL/TEMPORARY PAY RATE ASSIGNMENTS AND STEP INCREASES. Pay rate assignments and pay step increases for Casual/Temporary employees shall be administered by the City Manager in accordance with the policies stated herein. The City Manager shall promulgate such rules and procedures as are necessary to put said policies into effect.

Casual/Temporary employees at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range; however, the department may assign employees to a higher step based on qualifications and experience, and/or specific job functions, or in cases where it is necessary to attract qualified personnel. Casual/Temporary employees may be considered for an initial merit step increase after completion of 1040 hours of service and additional merit step increases upon completion of intervals of 2080 hours of service up to top step. However, a merit increase shall not be approved unless the employee's work performance is rated satisfactory or better. In situations where the above hour criteria for merit increases is not reasonable given the nature of a Casual/Temporary assignment, individual departments may assign a Casual/Temporary employee to the next step in the series upon completion of a minimum of 12 months of service in the current job classification and step, and a minimum number of hours worked as established by the department.

<u>8.100.</u> REDUCED TIME JOB STATUS PROGRAM. CATEGORY G. Designated classifications within Category G may work a reduced time work job share schedule pursuant to the provisions of the Reduced Time Job Status Program.

9.000. PAY BASIS. An eligible employee may be paid under multiple pay ranges or scheduled amounts in any given pay period, in addition to working out of class, on special assignment or under special circumstances.

10.000. EFFECTIVE DATE. Unless otherwise specifically indicated, all provisions herein contained shall be effective as of the date of posting. This version of the Salary Resolution supersedes any prior versions and amendments thereto.

Posted: September 15, 2015



## City of Sunnyvale

## Agenda Item

**15-1007** Agenda Date: 12/1/2015

## REPORT TO COUNCIL

## **SUBJECT**

Amend the Schedule of Pay in the Salary Resolution to provide Salary Increases, effective retroactive to July 5, 2015, for Pay Plan Category C (Classified Public Safety Officers and Lieutenants) and Pay Plan Category D/E (Public Safety Captains and Public Safety Deputy Chiefs) pursuant to the City's current MOUs with the PSOA and PSMA

## **BACKGROUND**

The 2006-2015 Memorandum of Understanding (MOU) with the Public Safety Officers' Association (PSOA), which represents Public Safety Officers and Public Safety Lieutenants, provides for annual salary adjustments based on market survey data of total compensation for comparable positions in 12 Bay Area cities at the rate of eleven percent (11%) above the survey average of the top eight agencies.

The July 1, 2013 through June 30, 2015 MOU with the Public Safety Managers' Association (PSMA) states that Public Safety Captains and Public Safety Deputy Chiefs are to receive the same percentage of salary increase as the Public Safety Lieutenant classification.

### **EXISTING POLICY**

The proposed increases are in accordance with the provisions of the MOUs between the City of Sunnyvale and the PSOA and PSMA.

The MOU between the City and the PSOA expired on June 30, 2015. However, the MOU states, "In the event a successor agreement is not reached by June 30, 2015, the following July 2015 increase generated by the formula, if any, will be implemented." The MOU between the City of Sunnyvale and the PSMA also expired on June 30, 2015, but PSMA is entitled to an increase because the MOU specifically provides that all terms will "continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours, and terms and conditions of employment provided hereunder."

## **ENVIRONMENTAL REVIEW**

N/A

### **DISCUSSION**

For several years, MOUs between the City and its Public Safety associations have a wage formula based upon an annual market survey of total compensation for 12 Bay Area cities. The formula provides for total compensation for Sunnyvale sworn classifications to be 11 percent above the survey average of the top eight surveyed agencies.

Based on the results of this year's survey, it is recommended that the Pay Plan Category C and D/E

**15-1007** Agenda Date: 12/1/2015

of the Schedule of Pay of the Salary Resolution be amended pursuant to the City's current MOUs with the PSOA and PSMA to reflect the new pay rates for the following classifications, increased by the indicated percentages, effective retroactive to July 5, 2015:

- 3.18 percent Public Safety Officer II,
- 3.23 percent Public Safety Lieutenant,
- 3.23 percent for Public Safety Captains and Public Safety Deputy Chiefs.

Pursuant to the Salary Resolution, the classification of Public Safety Officer-in-Training is set at 10 percent below Public Safety Officer II. The classification of Public Safety Officer I is set at 5 percent above Public Safety Officer-in-Training.

## **FISCAL IMPACT**

The FY 2015/16 Department of Public Safety Budget has \$60 million in salaries and benefits for all sworn personnel, which includes an assumed 3% increase in salaries. The incremental impact of the additional amounts over 3% is approximately \$91,000 in the first year, with an impact of approximately \$2.5 million over twenty years.

DPS continues to be understaffed as they work to recruit new Public Safety Officers to fill staffing shortages. As part of the Council action to accelerate recruitment funding in December of 2014, it was anticipated that the Department would end FY 2014/15 and FY 2015/16 year with at least \$1 million in savings. For FY 2014/15, the Department ended more than \$1 million under budget. Therefore, the incremental increase in salaries resulting from the survey can be absorbed without modification to the budget. The ongoing impact will be incorporated into the FY 2016/17 long term financial plan.

#### 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

Adopt a Resolution Amending the City's Salary Resolution to Amend the Schedule of Pay for Pay Plan Categories C (Classified Public Safety Officers and Lieutenants) and D/E (Public Safety Captains and Public Safety Deputy Chiefs) pursuant to the City's current MOUs with the PSOA and PSMA.

Prepared by: Anthony Giles, Human Resources Manager Reviewed by: Teri Silva, Director of Human Resources Reviewed by: Grace K. Leung, Director of Finance Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

## **ATTACHMENTS**

- 1. 10/15/15 PSOA Total Compensation Survey Public Safety Officer
- 2. 10/15/15 PSOA Total Compensation Survey Public Safety Lieutenant
- 3. Excerpt of Salary Table for Affected PSOA and PSMA Classifications

15-1007 **Agenda Date:** 12/1/2015 Resolution Amending the Pay Schedule to Reflect Salary Increases for Pay Plan Categories C 4. (Public Safety Officers, Lieutenants) and D/E (Public Safety Captains and Public Safety Deputy Chiefs)

PSOA - October 15, 2015

#### PUBLIC SAFETY OFFICER II, STEP 6 - PROJECTED INCREASE

Top 8/ 1.77% PERS EPMC

(compares to Police Officer)

Current monthly top step salary:

10,440.14

All costs shown in the array represent the maximum monthly agency costs or contributions for the respective benefit.

		1		BASE PAY	BENEFIT P.	AY (Maximum)	Agency Conti	ribution)								TOTAL COMP
City	MOU Dates	Month(s) Salary <u>Changes</u>	Salary Effective <u>Date</u>	Top-Step Base Salary	City Paid EE PERS	EE PERS <u>% Rate</u>	EPMC %	EPMC \$	Medical	EAP	<u>Dental</u>	<u>Life</u>	<u>LTD</u>	Uniform Allowance	Total <u>Benefits Pay</u>	Base Pay + Benefit Pay
Sunnyvale (current) Sunnyvale (new)	07/01/06-06/30/15 07/01/06-06/30/15	July <b>July</b>	07/09/14 <b>07/06/15</b>	10,440.14 10,771.87	939.61 <b>969.47</b>	9.00% a) 9.00% a)	1.77% 1.77%	184.79 <b>190.66</b>	515.00 <b>515.00</b>	in med in med	140.55 140.55	16.38 <b>16.90</b>	19.00 <b>19.00</b>	26.00 b) 26.00 b)	1,841.33 1,877.58	12,281.48 12,649.45
Concord Palo Alto San Jose San Mateo	07/10/07-06/30/15 07/01/11-06/30/14 07/01/13-12/31/15 08/19/12-08/15/15	January July July July	7/7/2014 5/19/2012 7/1/2015 7/6/2014	7,524 8,117 8,994 8,676	0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%			1,626.28 1,671.81 1,188.76 1,671.81	7.06 2.74 20.75 2.15	165.90 215.00 96.72 143.21	20.77 14.61 1.54 8.50	29.35 0.00 0.00 0.00	112.50 37.33 b) 56.25 70.83	1,961.85 1,941.49 1,364.02 1,896.51	9,486.25 * 10,058.69 * 10,358.29 * 10,572.05 *
Alameda Fremont Hayward Milpitas	06/29/13-06/24/17 07/01/15-06/30/17 07/01/04-06/30/19 01/01/15-12/31/16	January July July July	annualized 6/28/2015 7/1/2015 7/1/2015	8,736 8,792 9,038 9,726	0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%			1,888.79 1,800.00 1,899.20 1,899.20	3.19 4.34 ii 5.46 1.93	151.80 n med 206.83 214.78	7.60 4.20 n/a 7.00	n/a 57.16 n/a 19.50	166.67 145.83 75.00 112.50	2,218.05 2,011.53 2,186.49 2,254.91	10,953.87 10,803.49 11,224.09 11,980.73
Mountain View Richmond San Leandro Santa Clara	07/01/15-06/30/17 07/01/13-06/30/16 01/01/13-12/31/15 12/12/14-12/17/16	July July January June	7/1/2015 7/1/2015 1/1/2015 6/21/2015	9,740 9,572 8,721 10,714	0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%			1,899.20 1,899.20 1,646.71 1,178.88	2.77 3.83 3.90 1.15	214.06 122.46 146.80 in med	64.28 14.50 n/a 4.20	0.00 25.00 n/a 0.00	0.00 66.67 108.33 56.25	2,180.31 2,131.65 1,905.74 1,240.48	11,920.17 11,703.65 10,626.74 11,954.48

Notes:

a) amount to be used per MOU.

b) PERSable figure only, not actually paid.

Alameda - 1/1/16 based upon BRI from fiscal year 2014-2015 (min. 2%; max. 5%)

Concord - contract expired 6/30/15, in negotiations

Fremont - effective 12/27/15 - 2.22% increase

Hayward - salary increase 7/1/15 - 3%

Milpitas - 3.5% increase effective the pay period including January 1, 2016

Mountain View - salary increase 7/1/15 - 4%

Palo Alto - contract expired 6/30/14, in negotiations

San Leandro - 3% salary increase effective 1/1/15; sixth step added 1/1/15 - 5%

San Mateo - contract expired 8/15/15, in negotiations

City of Santa Clara - for the 12/14 - 12/15 MOU year only, the City pays an additional \$150/yr towards uniform allowance

effective 1/1/15 uniform allowance goes back to \$600

Salary Calculation Methodology per MOU **MOU Section** Sunnyvale Current Total Compensation: 10.6.2 12,281.48 10.6.4 Average Total Compensation (excludes Sunnyvale and four lowest cities \*): 11,395.90 10.6.5 Average Total Compensation + 11%: 12,649.45 10.6.6 Dollar difference between 10.6.5 and 10.6.2: 367.98 10.6.7 Express 10.6.6 as a percentage of 10.6.2: 3.00% 10.6.8a Percentage to apply to Top-Step Monthly Salary so that 10.6.2 equals 10.6.5: 3.18%

> Hourly Salary Monthly Salary Annual Salary

 Old Rate
 New Rate

 60.2316
 62.1454

 10,440.14
 10,771.87

 125,281.72
 129,262.46

Jun' Selva Teri silva, director of human resources 11/02/15

DATE

(0.00)

TIM AHEARN, PRESIDENT OF PSOA

DATE

PSOA - October 15, 2015

#### PUBLIC SAFETY LIEUTENANT- PROJECTED INCREASE

Top 8/1.77% PERS EPMC

(compares to Police Sergeant)

Current monthly top step salary:

12,233.89

All costs shown in the array represent the maximum monthly agency costs or contributions for the respective benefit. Educational Incentive uses the highest contribution or the amount equivalent to a Bachelor's Degree.

				BASE PAY	BENEFIT PA	AY (Maximum a	Agency Contr	ribution)								TOTAL COMP
City	MOU Dates	Month(s) Salary <u>Changes</u>	Salary Effective <u>Date</u>	Top-Step Base Salary	City Paid EE PERS	EE PERS <u>% Rate</u>	EPMC %	EPMC \$	Medical	<u>EAP</u>	<u>Dental</u>	<u>Life</u>	<u>LTD</u>	Uniform Allowance	Total Benefits Pay	Base Pay + Benefit Pay
Sunnyvale (current) Sunnyvale (new)	07/01/06-06/30/15 07/01/06-06/30/15	July <b>July</b>	07/09/14 <b>07/06/15</b>	12,233.89 <b>12,628.60</b>	1101.05 <b>1136.57</b>	9.00% a) 9.00% a)	1.77% <b>1.77%</b>	216.54 <b>223.53</b>	515.00 <b>515.00</b>	in med	140.55 140.55	19.11 <b>19.76</b>	19.00 <b>19.00</b>	26.00 b) 26.00 b)	2,037.25 <b>2,080.41</b>	14,271.14 14,709.01
Concord Palo Alto San Jose San Mateo	07/10/07-06/30/15 07/01/11-06/30/14 07/01/13-12/31/15 08/19/12-08/15/15	January July July July	7/7/2014 5/19/2012 7/1/2015 7/6/2014	9743 9826 10412 10409	0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%			1,626.28 1,671.81 1,188.76 1,671.81	7.06 2.74 20.75 2.15	165.90 215.00 96.72 143.21	26.89 17.69 1.54 6.80	38.00 0.00 0.00 0.00	112.50 37.33 b) 56.25 75.00	1,976.63 1,944.57 1,364.02 1,898.97	11,719.63 * 11,770.84 * 11,776.15 * 12,308.16 *
Alameda Fremont Hayward Milpitas Mountain View Richmond San Leandro Santa Clara	06/29/13-06/24/17 07/01/15-06/30/17 07/01/04-06/30/19 01/01/15-12/31/16 07/01/15-06/30/17 07/01/13-06/30/16 01/01/13-12/31/15 12/12/14-12/17/16	January July July July July January June	annualized 6/28/2015 7/1/2015 7/1/2015 7/1/2015 7/1/2015 1/1/2015 6/21/2015	10634 10566 10832 11749 11824 11405 10465	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%			1,888.79 1,800.00 1,899.20 1,899.20 1,899.20 1,899.20 1,646.71 1,178.88	3.19 4.34 ir 5.46 1.93 2.77 3.83 3.90 1.15 ir	206.83 214.78 214.06 122.46 146.80	7.60 4.20 n/a 7.00 66.00 14.50 n/a 4.20	n/a 57.16 n/a 19.50 0.00 25.00 n/a 0.00	166.67 145.83 75.00 112.50 0.00 66.67 108.33 56.25	2,218.05 2,011.53 2,186.49 2,254.91 2,182.03 2,131.65 1,905.74 1,240.48	12,851.59 12,577.45 13,018.09 14,003.97 14,005.94 13,536.65 12,370.74 13,646.48

Notes

a) amount to be used per MOU.

b) PERSable figure only, not actually paid.

Alameda - 1/1/16 based upon BRI from fiscal year 2014-2015 (min. 2%; max. 5%)

Concord - contract expired 6/30/15, in negotiations

Fremont - effective 12/27/15 - 2.22% increase

Hayward - salary increase 7/1/15 - 3%

Milpitas - 3.5% increase effective the pay period including January 1, 2016

Mountain View - salary increase 7/1/15 - 4%

Palo Alto - contract expired 6/30/14, in negotiations

San Leandro - 3% salary increase effective 1/1/15; sixth step added 1/1/15 - 5%

San Mateo - contract expired 8/15/15, in negotiations

City of Santa Clara - for the 12/14 - 12/15 MOU year only, the City pays an additional \$150/yr towards uniform allowance

effective 1/1/15 uniform allowance goes back to \$600

Sa	lary Calc	ulation Methodology per MOU	
	MOU Sec	tion	
	10.6.2	Sunnyvale Current Total Compensation:	14,271.14
	10.6.4	Average Total Compensation (excludes Sunnyvale and four lowest cities *):	13,251.36
	10.6.5	Average Total Compensation + 11%:	14,709.01
	10.6.6	Dollar difference between 10.6.5 and 10.6.2:	437.87
	10.6.7	Express 10.6.6 as a percentage of 10.6.2:	3.07%
	10.6.8a	Percentage to apply to Top-Step Monthly Salary so that 10.6.2 equals 10.6.5:	3.23%

Hourly Salary

Monthly Salary

Annual Salary

Ilri Selva

11/02/15

0.00

TIM AHEARN, PRESIDENT OF PSOA

DATE

Old Rate

70.5801

12,233.89

146,806.67

New Rate

72.8573

12,628.60

151,543.23

TERI SILVA, DIRECTOR OF HUMAN RESOURCES

#### Section 1

## City of Sunnyvale Salary Table - Regular Full-Time and Part-Time Classifications

PSOA/PSMA Updates

Job Code	Job Title	Unit	Pay Categories	Range /	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Marc. range / Step 6	Effective Date
0341	DEPUTY CHIEF PUBLIC SAFETY	Mgmt- PSMA	E	20PS	179,815					211,547	7/5/2015
0236	PUBLIC SAFETY CAPTAIN	Mgmt- PSMA	E	19PS	160,551					188,883	7/5/2015
4601	PUBLIC SAFETY LIEUTENANT	PSOA	С	309	60.4194	63.4404	66.6124	69.9430	73.4402		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE AND EMT)	PSOA	С	309BE	64.3466	67.5640	70.9422	74.4893	78.2137		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE)	PSOA	С	309B	61.9299	65.0264	68.2777	71.6916	75.2761		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (EMT)	PSOA	С	309E	62.8362	65.9780	69.2769	72.7407	76.3778		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE AND EMT)	PSOA	С	309ME	65.8572	69.1500	72.6075	76.2379	80.0498		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE)	PSOA	С	309M	63.4404	66.6124	69.9430	73.4402	77.1122		7/5/2015
3006	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE	PSOA	С	305	45.5087	47.7841	50.1732	52.6819			7/5/2015
3006	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE (EMT)	PSOA	С	305E	47.3290	49.6955	52.1802	54.7893			7/5/2015
3002	PUBLIC SAFETY OFFICER I	PSOA	С	307	47.7841	50.1732	52.6819	55.3160			7/5/2015
3003	PUBLIC SAFETY OFFICER I - TRAINEE	PSOA	С	308	45.5087	47.7841	50.1732	52.6819			7/5/2015
3003	PUBLIC SAFETY OFFICER I - TRAINEE (EMT)	PSOA	С	308E	47.3290	49.6955	52.1802	54.7893			7/5/2015
3002	PUBLIC SAFETY OFFICER I (EMT)	PSOA	С	307E	49.6955	52.1802	54.7893	57.5288			7/5/2015
3001	PUBLIC SAFETY OFFICER II	PSOA	С	306	50.5652	53.0934	55.7481	58.5354	61.4621	62.9987	7/5/2015
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE AND EMT)	PSOA	С	306BE						67.0936	7/5/2015
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE)	PSOA	С	306B						64.5736	7/5/2015
3001	PUBLIC SAFETY OFFICER II (EMT)	PSOA	С	306E	52.5875	55.2170	57.9779	60.8767	63.9205	65.5186	7/5/2015
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE AND EMT)	PSOA	С	306ME						68.6685	7/5/2015
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE)	PSOA	С	306M						66.1486	7/5/2015
3000	PUBLIC SAFETY OFFICER IN-TRAINING	PSOA	С	305	45.5087	47.7841	50.1732	52.6819			7/5/2015
3000	PUBLIC SAFETY OFFICER IN-TRAINING (EMT)	PSOA	С	305E	47.3290	49.6955	52.1802	54.7893			7/5/2015

Notes PSOA:

Educational Incentive: The employee must provide the Department of Human Resources with notification of the degree to establish the educational incentive.

Bachelor's Degree - 2.5% Master's Degree - 5.0%

Emergency Medical Technician (EMT) - 4.0%

Donning and Doffing - PS Officer-in-Training and PS Officer - 1.373% Donning and Doffing - PS Lieutenant - 0.80%

#### Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution PSOA:

Category C, applies to Public Safety Lieutenants, Public Safety Officers, and Public Safety Officers-in-Training

#### MGMT-SMA and MGMT-PSMA:

Category E, applies to Represented Classified Management Employees

Pay rates for Categories A, B, C, G and L consist of hourly pay rates for each available step in each classification.

Pay rates for Categories D,E, F and K consist of the annual control point for each classification.

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION, AMENDING THE PAY SCHEDULE FOR PAY PLAN CATEGORIES C (PUBLIC SAFETY OFFICERS ASSOCIATION **EMPLOYEES**) AND D/E(CLASSIFIED MANAGEMENT EMPLOYEES) TO REFLECT NEW PAY RATES OFFICERS, **PUBLIC FOR PUBLIC** SAFETY SAFETY LIEUTENANTS, PUBLIC SAFETY CAPTAINS AND PUBLIC SAFETY DEPUTY CHIEFS

WHEREAS, the 2006-2015 Memorandum of Understanding ("MOU") between the City and the Public Safety Officers Association ("PSOA") and the 2013-2015 Memorandum of Understanding ("MOU") with the Public Safety Manager's Association ("PSMA") provide for annual salary adjustments for Public Safety Officers, Lieutenants, Captains and Deputy Chiefs in the amount of eleven percent above the survey average of the top eight agencies; and

WHEREAS, the MOUs with PSOA and PSMA expired on June 30, 2015, and provided that in the event a new agreement was not reached by June 30, 2015, the new pay rates generated by the formula established in those MOUs would go into effect July 2015; and

WHEREAS, consistent with the terms of the MOUs and based on the results of this year's survey, Human Resources staff proposes to amend the City's Salary Resolution No. 190-05 to reflect the new pay rates for PSOA and PSMA employees, effective retroactive to July 5, 2015;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT Resolution No. 190-05 is hereby amended to revise the City's pay schedule to add new pay rates, effective July 1, 2015, for the classifications in Pay Plan Category C (Public Safety Officers Association Employees) and Pay Plan Category D/E (Classified Management- Public Safety Managers), as shown in Exhibit A, attached.

Adopted by the City Council of, 2015, by the following voi	f the City of Sunnyvale at a regular meeting he	ld on
, 2013, by the following vol		
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
RECUSAL:		
ATTEST:	APPROVED:	
City Clerk	Mayor	
(SEAL)		
APPROVED AS TO FORM:		
	_	
City Attorney		

### **EXHIBIT A**

City of Sunnyvale Salary Table

Section 1: Regular Full-Time and Part-Time Classifications

Section 2: Casual/Temporary Classifications

Section 3: Council Members

### **Revisions:**

Current revision: December 1, 2015

Regular/Part Time Classifications - Revisions since 2011: 12/7/2014, 8/31/2014,8/17/2014, 7/6/2014, 2/25/2014, 12/22/2013, 12/4/2013, 9/30/2013, 7/7/2013, 6/3/2013, 3/3/2013, 2/6/2013, 12/26/2012, 10/2/2012, 8/27/2012, 5/15/2012, 3/29/2012, 11/21/2011, 10/2/2011, 12/9/2014, 7/5/2015, 9/27/2015, 12/01/2015

**Casual/Temporary Classifications - Revisions since 2011:** 1/20/2013,3/29/2012, 4/27/2014, 6/22/2014, 12/21/2014, 5/10/2015

City Council - Revisions since 2011: 1/29/2014, 12/2/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
1000	ACCOUNTANT	SEA	В	101	34.2787	35.9925	37.7921	39.6818	41.6659	43.7491	7/6/2014
1001	ACCOUNTANT-CONFIDENTIAL	CONF	G	658	34.2787	35.9925	37.7921	39.6818	41.6659	43.7491	7/6/2014
6800	ACCOUNTING TECHNICIAN	SEA	В	646	26.3202	27.6362	29.0181	30.4689	31.9923	33.5919	7/6/2014
1100	ADMINISTRATIVE AIDE	SEA	В	104	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	7/6/2014
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	В	104	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	7/6/2014
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	В	104	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	7/6/2014
1101	ADMINISTRATIVE AIDE-CONFIDENTIAL	CONF	G	640	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	7/6/2014
1250	ADMINISTRATIVE ANALYST	SEA	В	630	32.5236	34.1499	35.8573	37.6502	39.5327	41.5093	7/6/2014
0305	ADMINISTRATIVE LIBRARIAN	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
6000	ADMINISTRATIVE SECRETARY	CONF	G	105	27.9484	29.3459	30.8132	32.3537	33.9715	35.6700	7/6/2014
0309	ADMINISTRATIVE SERVICES MANAGER: UTILITY BILLING	Mgmt- SMA	E	17	93,273					109,732	8/31/2014
0217	AFFORDABLE HOUSING MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
2170	ANIMAL CONTROL OFFICER	SEA	В	106	30.2078	31.7182	33.3041	34.9692	36.7177	38.5535	7/6/2014
0013	ASSISTANT CITY ATTORNEY	Mgmt- OCA	К	19K	129,451					152,295	7/5/2015
0206	ASSISTANT CITY ENGINEER	Mgmt- SMA	E	19MA	119,702					140,826	8/31/2014
0110	ASSISTANT CITY MANAGER	Mgmt-DIR	F	25	186,947					219,938	7/5/2015
0259	ASSISTANT DIRECTOR OF FINANCE	Mgmt- SMA	E	27	135,000					158,824	8/31/2014
0205	ASSISTANT DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	Mgmt- SMA	E	21	141,583					166,568	8/31/2014
5015	ASSISTANT GOLF PROFESSIONAL	SEA	В	665	18.7044	19.6395	20.6216	21.6527	22.7353	23.8720	7/6/2014
1251	ASSISTANT PLANNER	SEA	В	126	31.3375	32.9044	34.5496	36.2771	38.0908	39.9955	7/6/2014
0320	ASSISTANT TO THE CITY MANAGER	Mgmt- CONF	D	20CONF	129,451					152,295	7/5/2015
0258	ASSISTANT TO THE DIRECTOR OF PARKS AND RECREATION	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
1200	ASSOCIATE PLANNER	SEA	В	107	37.7018	39.5869	41.5664	43.6447	45.8269	48.1182	7/6/2014
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	В	669	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	7/6/2014
0367	BUDGET ANALYST I	Mgmt- SMA	E	16	86,370					101,611	8/31/2014
0368	BUDGET ANALYST II	Mgmt- SMA	E	17	93,273					109,732	8/31/2014
4001	BUILDING INSPECTOR I	SEA	В	702	33.0427	34.6948	36.4297	38.2512	40.1638	42.1720	7/6/2014
4000	BUILDING INSPECTOR II	SEA	В	111	36.4297	38.2512	40.1638	42.1720	44.2806	46.4947	7/6/2014
2501	BUSINESS LIAISON	SEA	В	124	28.6281	30.0595	31.5625	33.1407	34.7976	36.5376	7/6/2014
6750	BUYER I	SEA	В	145	30.2134	31.7240	33.3102	34.9757	36.7244	38.5607	7/6/2014
2000	BUYER II	SEA	В	112	34.0203	35.7213	37.5073	39.3827	41.3518	43.4194	7/6/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
2500	CAREER ADVISOR	SEA	В	124	28.6281	30.0595	31.5625	33.1407	34.7976	36.5376	7/6/2014
0011	CITY ATTORNEY	n/a	n/a	301						222,669	12/21/2014
0203	CITY CLERK	Mgmt- CONF	D	18CONF	105,074					123,616	7/5/2015
0010	CITY MANAGER	n/a	n/a	300						269,326	6/7/2015
0388	CITY PROPERTY ADMINISTRATOR	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
1400	CIVIL ENGINEER	SEA	В	116	41.1062	43.1615	45.3196	47.5857	49.9650	52.4632	7/6/2014
0369	CIVILIAN FIRE MARSHAL	Mgmt- SMA	E	28	129,179					151,975	8/31/2014
6805	COLLECTIONS SPECIALIST	SEA	В	646	26.3202	27.6362	29.0181	30.4689	31.9923	33.5919	7/6/2014
0316	COMMUNICATIONS OFFICER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
0342	COMMUNITY RESOURCES MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
2351	COMMUNITY SERVICES COORDINATOR I	SEA	В	164	29.0607	30.5138	32.0394	33.6413	35.3234	37.0896	7/6/2014
2300	COMMUNITY SERVICES COORDINATOR II	SEA	В	628	33.6416	35.3236	37.0899	38.9444	40.8916	42.9363	7/6/2014
0213	COMMUNITY SERVICES MANAGER	Mgmt- SMA	E	17	93,273					109,732	8/31/2014
2150	COMMUNITY SERVICES OFFICER	SEA	В	106	30.2078	31.7182	33.3041	34.9692	36.7177	38.5535	7/6/2014
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	В	648	26.0389	27.3408	28.7079	30.1433	31.6504	33.2328	7/6/2014
0341	DEPUTY CHIEF PUBLIC SAFETY	Mgmt- PSMA	E	20PS	179,815					211,547	7/5/2015
0014	DEPUTY CITY ATTORNEY	Mgmt- OCA	К	17K	105,074					123,616	7/5/2015
2460	DEPUTY CITY CLERK	SEA	В	637	32.5236	34.1499	35.8573	37.6502	39.5327	41.5093	7/6/2014
0120	DIRECTOR OF COMMUNITY DEVELOPMENT	Mgmt-DIR	F	23	176,216					207,312	7/5/2015
0140	DIRECTOR OF EMPLOYMENT DEVELOPMENT	Mgmt-DIR	F	22ED1	155,329					182,740	7/5/2015
0185	DIRECTOR OF ENVIRONMENTAL SERVICES	Mgmt-DIR	F	24	181,501					213,531	7/5/2015
0130	DIRECTOR OF FINANCE	Mgmt-DIR	F	23	176,216					207,312	7/5/2015
0145	DIRECTOR OF HUMAN RESOURCES	Mgmt-DIR	F	22	171,083					201,274	7/5/2015
0190	DIRECTOR OF INFORMATION TECHNOLOGY	Mgmt-DIR	F	22	171,083					201,274	7/5/2015
0155	DIRECTOR OF LIBRARY & COMMUNITY SERVICES	Mgmt-DIR	F	22	171,083					201,274	7/5/2015
0170	DIRECTOR OF PUBLIC SAFETY	Mgmt-DIR	F	24PS	186,031					218,860	7/5/2015
0180	DIRECTOR OF PUBLIC WORKS	Mgmt-DIR	F	24	181,501					213,531	7/5/2015
0260	ECONOMIC DEVELOPMENT MANAGER	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
2650	ED INFORMATION SYSTEMS ANALYST	SEA	В	108	34.8224	36.5637	38.3918	40.3114	42.3270	44.4434	7/6/2014
	EMERGENCY MANAGEMENT COORDINATOR	SEA	В	106	30.2078	31.7182	33.3041	34.9692	36.7177	38.5535	7/6/2014
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	В	674	39.7490	41.7363	43.8233	46.0144	48.3151	50.7309	7/6/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
0301	EMPLOYMENT TRAINING MANAGER	Mgmt- SMA	E	17	93,273					109,732	8/31/2014
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	В	611	31.2193	32.7803	34.4193	36.1403	37.9474	39.8447	7/6/2014
1500	ENGINEERING ASSISTANT I	SEA	В	117	34.3620	36.0803	37.8843	39.7785	41.7673	43.8558	7/6/2014
1410	ENGINEERING ASSISTANT II	SEA	В	660	37.7347	39.6215	41.6025	43.6827	45.8668	48.1601	7/6/2014
4900	ENVIRONMENTAL CHEMIST I	SEA	В	196	28.8902	30.3347	31.8514	33.4440	35.1162	36.8720	7/6/2014
1351	ENVIRONMENTAL CHEMIST II	SEA	В	100	33.6026	35.2829	37.0470	38.8994	40.8443	42.8865	7/6/2014
1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	В	135	32.9900	34.6395	36.3715	38.1900	40.0995	42.1044	7/6/2014
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	В	168	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
0326	ENVIRONMENTAL PROGRAMS MANAGER	Mgmt- SMA	E	18MA	106,537					125,327	8/31/2014
5050	EQUIPMENT MECHANIC	SEA	В	128	29.6773	31.1611	32.7192	34.3550	36.0728	37.8764	7/6/2014
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	В	129	25.3509	26.6184	27.9494	29.3469	30.8142	32.3550	7/6/2014
6410	EXECUTIVE ASSISTANT	CONF	G	166	32.6697	34.3032	36.0184	37.8193	39.7103	41.6958	7/6/2014
5310	FACILITIES TECHNICIAN I	SEA	В	680	24.2178	25.4287	26.7002	28.0352	29.4370	30.9089	7/6/2014
5315	FACILITIES TECHNICIAN II	SEA	В	681	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
5320	FACILITIES TECHNICIAN III	SEA	В	682	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
5300	FACILITY ATTENDANT I	SEA	В	670	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	7/6/2014
5301	FACILITY ATTENDANT II	SEA	В	671	18.9942	19.9439	20.9411	21.9882	23.0876	24.2419	7/6/2014
6830	FINANCE ANALYST I	SEA	В	692	30.9750	32.5237	34.1500	35.8574	37.6503	39.5328	7/6/2014
6840	FINANCE ANALYST II	SEA	В	693	32.5236	34.1499	35.8573	37.6502	39.5327	41.5093	7/6/2014
0361	FINANCE MANAGER: ACCOUNTING	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
6875	FINANCE TECHNICIAN	SEA	В	677	29.8300	31.3216	32.8876	34.5320	36.2585	38.0715	7/6/2014
4460	FIRE PREVENTION SPECIALIST I	SEA	В	617	26.9712	28.3197	29.7357	31.2225	32.7837	34.4228	7/6/2014
4461	FIRE PREVENTION SPECIALIST II	SEA	В	106	30.2078	31.7182	33.3041	34.9692	36.7177	38.5535	7/6/2014
4480	FIRE PROTECTION ENGINEER	SEA	В	652	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
4475	FIRE PROTECTION INSPECTOR	SEA	В	651	37.5538	39.4314	41.4030	43.4732	45.6468	47.9291	7/6/2014
0380	FLEET MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
4490	FLEET SERVICES COORDINATOR	SEA	В	700	35.6128	37.3932	39.2629	41.2261	43.2875	45.4518	7/6/2014
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	В	645	29.6773	31.1611	32.7192	34.3550	36.0728	37.8764	7/6/2014
0327	GOLF OPERATIONS MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
5010	GOLF PROFESSIONAL	SEA	В	664	25.7571	27.0451	28.3973	29.8172	31.3080	32.8734	7/6/2014
2505	GRAPHIC ARTIST	SEA	В	184	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
7300	GREENSKEEPER	SEA	В	134	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
7325	GROUNDSWORKER	SEA	В	626	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	7/6/2014
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	В	618	55.0566	57.8096	60.7000	63.7350	66.9218	70.2678	7/6/2014
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	В	110	45.8288	48.1204	50.5263	53.0525	55.7053	58.4905	7/6/2014
0302	HEAD GOLF PROFESSIONAL	Mgmt- SMA	E	15	79,972					94,085	8/31/2014
5100	HEAVY EQUIPMENT OPERATOR	SEA	В	130	29.6561	31.1389	32.6957	34.3304	36.0470	37.8493	7/6/2014
2430	HELP DESK TECHNICIAN	SEA	В	708	28.9886	30.4380	31.9599	33.5579	35.2358	36.9976	7/6/2014
0202	HOUSING OFFICER	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
2925	HOUSING PROGRAMS ANALYST	SEA	В	179	33.0556	34.7083	36.4438	38.2659	40.1792	42.1881	7/6/2014
2950	HOUSING PROGRAMS TECHNICIAN	SEA	В	104	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	7/6/2014
4400	HOUSING REHABILITATION SPECIALIST	SEA	В	131	33.7317	35.4182	37.1893	39.0487	41.0011	43.0513	7/6/2014
1450	HUMAN RESOURCES ANALYST	CONF	G	187	36.0508	37.8534	39.7461	41.7334	43.8200	46.0110	7/6/2014
0282	HUMAN RESOURCES MANAGER	Mgmt- CONF	D	19CONF	115,581					135,978	7/5/2015
1775	HUMAN RESOURCES TECHNICIAN	CONF	G	638	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	7/6/2014
2450	I.T. COORDINATOR	SEA	В	123	39.4453	41.4176	43.4885	45.6629	47.9460	50.3434	7/6/2014
2455	I.T. COORDINATOR-CONFIDENTIAL	CONF	G	685	39.4453	41.4176	43.4885	45.6629	47.9460	50.3434	7/6/2014
0338	INTERNAL AUDITOR	Mgmt- SMA	E	16	86,370					101,611	8/31/2014
4950	LABORATORY/FIELD TECHNICIAN	SEA	В	620	26.5817	27.9108	29.3065	30.7718	32.3104	33.9259	7/6/2014
0390	LABORATORY/PRETREATMENT MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
4960	LANDFILL TECHNICAN	SEA	В	672	25.9518	27.2494	28.6119	30.0424	31.5445	33.1217	7/6/2014
5150	LEAD EQUIPMENT MECHANIC	SEA	В	136	33.2385	34.9005	36.6454	38.4777	40.4015	42.4217	7/6/2014
6100	LEGAL SECRETARY	CONF	G	137	28.0503	29.4529	30.9254	32.4717	34.0953	35.8000	7/6/2014
1600	LIBRARIAN	SEA	В	139	30.1026	31.6076	33.1880	34.8475	36.5898	38.4192	7/6/2014
2100	LIBRARY ASSISTANT	SEA	В	140	24.5471	25.7744	27.0631	28.4163	29.8371	31.3290	7/6/2014
0303	LIBRARY CIRCULATION MANAGER	Mgmt- SMA	E	15	79,972					94,085	8/31/2014
5250	MAIL CLERK	SEA	В	690	18.9089	19.8545	20.8472	21.8895	22.9839	24.1331	7/6/2014
5860	MAINTENANCE WORKER I	SEA	В	699	24.1945	25.4041	26.6743	28.0081	29.4085	30.8789	7/6/2014
5850	MAINTENANCE WORKER II	SEA	В	698	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
0274	MANAGEMENT ANALYST: EMPLOYMENT DEVELOPMENT	Mgmt- SMA	E	16	86,370					101,611	8/31/2014
	MANAGEMENT ANALYST: PUBLIC SAFETY	Mgmt- SMA	E	16	86,370					101,611	8/31/2014
0209	MANAGER OF BUSINESS OPERATIONS	Mgmt- SMA	E	19	112,868					132,786	8/31/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
0211	MANAGER OF JOB SEEKER SERVICES	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
0332	MANAGER, APPLICATIONS DEVELOPMENT	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
0324	MANAGER, BUREAU OF TECHNICAL SERVICES - PUBLIC SAFETY	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
0331	MANAGER, INFORMATION TECHNOLOGY SERVICES	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
6150	METER READER	SEA	В	147	25.5878	26.8671	28.2105	29.6210	31.1022	32.6573	7/6/2014
0204	NEIGHBORHOOD PRESERVATION MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	В	118	29.8268	31.3182	32.8841	34.5283	36.2547	38.0675	7/6/2014
4825	NETWORK ENGINEER	SEA	В	642	44.8802	47.1243	49.4805	51.9545	54.5522	57.2797	7/6/2014
2420	NETWORK TECHNICIAN	SEA	В	687	32.6701	34.3035	36.0187	37.8196	39.7106	41.6962	7/6/2014
6200	OFFICE ASSISTANT	SEA	В	149	20.8631	21.9060	23.0014	24.1515	25.3591	26.6270	7/6/2014
6210	OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	676	20.8631	21.9060	23.0014	24.1515	25.3591	26.6270	7/6/2014
6250	OFFICE CLERK	SEA	В	150	18.9089	19.8545	20.8472	21.8895	22.9839	24.1331	7/6/2014
0329	OPERATIONS MANAGER: FACILITIES	Mgmt- SMA	E	17	93,273					109,732	8/31/2014
1060	PARALEGAL	CONF	G	637	34.2787	35.9925	37.7921	39.6818	41.6659	43.7491	7/6/2014
5350	PARKS LEADER	SEA	В	153	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
0330	PARKS MANAGER	Mgmt- SMA	E	17	93,273					109,732	8/31/2014
7320	PARKS SUPERVISOR	SEA	В	613	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
7600	PARKS WORKER I	SEA	В	198	24.2178	25.4287	26.7002	28.0352	29.4370	30.9089	7/6/2014
7650	PARKS WORKER II	SEA	В	600	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
7675	PARKS WORKER III	SEA	В	614	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
8500	PART-TIME ADMINISTRATIVE AIDE	SEIU	L	8500	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	8/17/2014
8601	PART-TIME ADMINISTRATIVE ANALYST	SEIU	L	8601	32.5236	34.1499	35.8573	37.6502	39.5327	41.5093	8/17/2014
8900	PART-TIME AUTO SHOP ATTENDANT	SEIU	L	8900	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	8/17/2014
8303	PART-TIME BUILDING SERVICES WORKER	SEIU	L	8303	25.4042	26.6744	28.0082	29.4086	30.8790	32.4230	8/17/2014
8700	PART-TIME BUSINESS LIAISON	SEIU	L	8700	28.6281	30.0595	31.5625	33.1407	34.7976	36.5376	8/17/2014
8701	PART-TIME CAREER ADVISOR	SEIU	L	8701	28.6281	30.0595	31.5625	33.1407	34.7976	36.5376	8/17/2014
8702	PART-TIME COMPUTER SYSTEMS SPECIALIST	SEIU	L	8702	32.3730	33.9916	35.6911	37.4757	39.3496	41.3170	8/17/2014
8301	PART-TIME CUSTODIAN	SEIU	L	8301	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	8/17/2014
8100	PART-TIME EMP TRNG PROG COORD	SEIU	L	8100	31.2193	32.7803	34.4193	36.1403	37.9474	39.8447	8/17/2014
8110	PART-TIME EMS SPECIALIST I	SEIU	L	8110	34.5580	36.2859	38.1002	40.0052	42.0055	44.1057	8/17/2014
8120	PART-TIME EMS SPECIALIST II	SEIU	L	8120	39.7490	41.7363	43.8233	46.0144	48.3151	50.7309	8/17/2014

Job Code	Job Title	Unit	Pay Categories	Range /	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
8250	PART-TIME ENVIRON CHEMIST I	SEIU	L	8250	28.8902	30.3347	31.8514	33.4440	35.1162	36.8720	8/17/2014
8251	PART-TIME ENVIRON CHEMIST II	SEIU	L	8251	33.6026	35.2829	37.0470	38.8994	40.8443	42.8865	8/17/2014
8150	PART-TIME FACILITY ATTENDANT I	SEIU	L	8150	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	8/17/2014
8151	PART-TIME FACILITY ATTENDANT II	SEIU	L	8151	18.9942	19.9439	20.9411	21.9882	23.0876	24.2419	8/17/2014
8200	PART-TIME GOLF SERVICE ASSISTANT	SEIU	L	8200	15.1272	15.8835	16.6778	17.5116	18.3873	19.3065	8/17/2014
8300	PART-TIME GRAPHIC ARTIST	SEIU	L	8300	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	8/17/2014
8305	PART-TIME LAB/FIELD TECHNICIAN	SEIU	L	8305	26.5817	27.9108	29.3065	30.7718	32.3104	33.9259	8/17/2014
8350	PART-TIME LANDFILL TECHNICIAN	SEIU	L	8350	25.9518	27.2494	28.6119	30.0424	31.5445	33.1217	8/17/2014
8400	PART-TIME LIBRARIAN	SEIU	L	8400	30.1026	31.6076	33.1880	34.8475	36.5898	38.4192	8/17/2014
8402	PART-TIME LIBRARY SPECIALIST I	SEIU	L	8402	14.1369	14.8437	15.5860	16.3652	17.1835	18.0427	8/17/2014
8404	PART-TIME LIBRARY SPECIALIST III	SEIU	L	8404	19.5667	20.5450	21.5723	22.6508	23.7835	24.9727	8/17/2014
8130	PART-TIME MAIL CLERK	SEIU	L	8130	18.9089	19.8545	20.8472	21.8895	22.9839	24.1331	8/17/2014
8107	PART-TIME METER READER	SEIU	L	8107	25.5878	26.8671	28.2105	29.6210	31.1022	32.6573	12/7/2014
8102	PART-TIME OFFICE ASSISTANT	SEIU	L	8102	20.8631	21.9060	23.0014	24.1515	25.3591	26.6270	8/17/2014
8105	PART-TIME PRINCIPAL OFFICE ASSISTANT	SEIU	L	8105	29.5113	30.9868	32.5362	34.1630	35.8712	37.6647	8/17/2014
8106	PART-TIME SR CRIME ANALYST	SEIU	L	8106	40.9697	43.0183	45.1692	47.4277	49.7990	52.2890	8/17/2014
8104	PART-TIME SR OFFICE ASST	SEIU	L	8104	26.0389	27.3408	28.7079	30.1433	31.6504	33.2328	8/17/2014
8800	PART-TIME SR WORKFORCE SVC REP	SEIU	L	8800	23.3409	24.5081	25.7335	27.0202	28.3711	29.7898	8/17/2014
8103	PART-TIME STAFF OFFICE ASSISTANT	SEIU	L	8103	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	8/17/2014
8600	PART-TIME VEHICLE ABATEMENT OFFICER	SEIU	L	8600	24.1661	25.3745	26.6432	27.9753	29.3741	30.8427	8/17/2014
1015	PAYROLL SUPERVISOR	CONF	G	675	37.7064	39.5918	41.5714	43.6501	45.8325	48.1242	7/6/2014
6855	PAYROLL TECHNICIAN I	CONF	G	703	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014
6857	PAYROLL TECHNICIAN II	CONF	G	705	26.3202	27.6362	29.0181	30.4689	31.9923	33.5919	7/6/2014
6860	PAYROLL TECHNICIAN III	CONF	G	686	29.8300	31.3216	32.8876	34.5320	36.2585	38.0715	7/6/2014
4080	PERMIT CENTER COORDINATOR	SEA	В	655	42.7393	44.8763	47.1201	49.4763	51.9501	54.5475	7/6/2014
2110	PERMIT CLERK I	SEA	В	180	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014
2112	PERMIT CLERK II	SEA	В	172	26.0389	27.3408	28.7079	30.1433	31.6504	33.2328	7/6/2014
2115	PERMIT TECHNICIAN	SEA	В	639	28.7423	30.1794	31.6883	33.2727	34.9364	36.6831	7/6/2014
2440	PERSONAL COMPUTER TECHNICIAN	SEA	В	708	28.9886	30.4380	31.9599	33.5579	35.2358	36.9976	7/6/2014
4875	PLAN CHECK ENGINEER	SEA	В	627	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
4855	PLAN CHECKER I	SEA	В	662	34.6946	36.4293	38.2508	40.1633	42.1715	44.2800	7/6/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
4805	PLAN CHECKER II	SEA	В	656	38.2511	40.1636	42.1718	44.2804	46.4944	48.8192	7/6/2014
0230	PLANNING OFFICER	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
7500	PRESS OPERATOR	SEA	В	155	23.4247	24.5959	25.8257	27.1170	28.4728	29.8965	7/6/2014
1020	PRINCIPAL ACCOUNTANT	SEA	В	616	41.7440	43.8312	46.0228	48.3240	50.7402	53.2772	7/6/2014
2050	PRINCIPAL BUYER	SEA	В	683	39.2938	41.2584	43.3214	45.4875	47.7618	50.1500	7/6/2014
5730	PRINCIPAL DESIGN AND CONSTRUCTION OPERATOR	SEA	В	710	41.7324	43.8193	46.0103	48.3108	50.7263	53.2626	12/7/2014
0334	PRINCIPAL HUMAN RESOURCES ANALYST	Mgmt- CONF	D	17CONF	95,522					112,379	7/5/2015
2204	PRINCIPAL NETWORK ENGINEER	SEA	В	632	53.1724	55.8310	58.6227	61.5538	64.6315	67.8631	12/7/2014
6300	PRINCIPAL OFFICE ASSISTANT	SEA	В	156	29.5113	30.9868	32.5362	34.1630	35.8712	37.6647	7/6/2014
6301	PRINCIPAL OFFICE ASSISTANT- CONFIDENTIAL	CONF	G	102	29.5113	30.9868	32.5362	34.1630	35.8712	37.6647	7/6/2014
1700	PRINCIPAL PLANNER	SEA	В	157	46.5887	48.9181	51.3640	53.9323	56.6289	59.4603	7/6/2014
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	В	632	53.1724	55.8310	58.6227	61.5538	64.6315	67.8631	7/6/2014
6701	PRINCIPAL STOREKEEPER	SEA	В	668	30.2985	31.8133	33.4040	35.0743	36.8280	38.6693	7/6/2014
1885	PRINCIPAL TRANSPORTATION ENGINEER/PLANNER	SEA	В	709	50.5104	53.0358	55.6877	58.4721	61.3956	64.4654	7/6/2014
1255	PROGRAM COORDINATOR	SEA	В	638	32.5236	34.1499	35.8573	37.6502	39.5327	41.5093	7/6/2014
0375	PROGRAM QUALITY AND OPERATIONS MANAGER	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
2200	PROGRAMMER ANALYST	SEA	В	103	40.4743	42.4980	44.6229	46.8540	49.1966	51.6566	7/6/2014
0236	PUBLIC SAFETY CAPTAIN	Mgmt- PSMA	E	19PS	160,551					188,883	7/5/2015
0245	PUBLIC SAFETY COMMUNICATIONS MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
4500	PUBLIC SAFETY DISPATCHER	COA	Α	200	38.6469	40.5793	42.6083	44.7387	46.9756		9/27/2015
4525	PUBLIC SAFETY DISPATCHER-IN- TRAINING	COA	Α	205	33.3847	35.0539	36.8066				9/27/2015
4601	PUBLIC SAFETY LIEUTENANT	PSOA	С	309	60.4194	63.4404	66.6124	69.9430	73.4402		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE AND EMT)	PSOA	С	309BE	64.3466	67.5640	70.9422	74.4893	78.2137		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE)	PSOA	С	309B	61.9299	65.0264	68.2777	71.6916	75.2761		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (EMT)	PSOA	С	309E	62.8362	65.9780	69.2769	72.7407	76.3778		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE AND EMT)	PSOA	С	309ME	65.8572	69.1500	72.6075	76.2379	80.0498		7/5/2015
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE)	PSOA	С	309M	63.4404	66.6124	69.9430	73.4402	77.1122		7/5/2015
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	В	144	24.2178	25.4287	26.7002	28.0352	29.4370	30.9089	7/6/2014
3006	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE	PSOA	С	305	45.5087	47.7841	50.1732	52.6819			7/5/2015
	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE (EMT)	PSOA	С	305E	47.3290	49.6955	52.1802	54.7893			7/5/2015
	PUBLIC SAFETY OFFICER I	PSOA	С	307	47.7841	50.1732	52.6819	55.3160			7/5/2015

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
3003	PUBLIC SAFETY OFFICER I - TRAINEE	PSOA	С	308	45.5087	47.7841	50.1732	52.6819			7/5/2015
3003	PUBLIC SAFETY OFFICER I - TRAINEE (EMT)	PSOA	С	308E	47.3290	49.6955	52.1802	54.7893			7/5/2015
3002	PUBLIC SAFETY OFFICER I (EMT)	PSOA	С	307E	49.6955	52.1802	54.7893	57.5288			7/5/2015
3001	PUBLIC SAFETY OFFICER II	PSOA	С	306	50.5652	53.0934	55.7481	58.5354	61.4621	62.9987	7/5/2015
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE AND EMT)	PSOA	С	306BE						67.0936	7/5/2015
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE)	PSOA	С	306B						64.5736	7/5/2015
3001	PUBLIC SAFETY OFFICER II (EMT)	PSOA	С	306E	52.5875	55.2170	57.9779	60.8767	63.9205	65.5186	7/5/2015
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE AND EMT)	PSOA	С	306ME						68.6685	7/5/2015
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE)	PSOA	С	306M						66.1486	7/5/2015
3000	PUBLIC SAFETY OFFICER IN-TRAINING	PSOA	С	305	45.5087	47.7841	50.1732	52.6819			7/5/2015
3000	PUBLIC SAFETY OFFICER IN-TRAINING (EMT)	PSOA	С	305E	47.3290	49.6955	52.1802	54.7893			7/5/2015
6351	PUBLIC SAFETY PROPERTY CLERK I	SEA	В	615	26.6516	27.9841	29.3833	30.8524	32.3950	34.0147	7/6/2014
6350	PUBLIC SAFETY PROPERTY CLERK II	SEA	В	159	28.0542	29.4570	30.9298	32.4761	34.1000	35.8050	7/6/2014
1130	PUBLIC SAFETY RECORDS COORDINATOR	SEA	В	621	30.4935	32.0182	33.6190	35.3000	37.0651	38.9183	7/6/2014
0246	PUBLIC SAFETY RECORDS MANAGER	Mgmt- SMA	E	29	82,365					96,900	8/31/2014
6050	PUBLIC SAFETY RECORDS SPECIALIST I	SEA	В	633	22.6061	23.7366	24.9234	26.1695	27.4779	28.8518	7/6/2014
6051	PUBLIC SAFETY RECORDS SPECIALIST II	SEA	В	634	25.1181	26.3740	27.6927	29.0773	30.5312	32.0577	7/6/2014
6052	PUBLIC SAFETY RECORDS SR SPECIALIST	SEA	В	635	27.6298	29.0113	30.4617	31.9848	33.5841	35.2633	7/6/2014
	PUBLIC SAFETY SPECIALIST	SEA	В	106	30.2078	31.7182	33.3041	34.9692	36.7177	38.5535	7/6/2014
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	В	160	33.7318	35.4184	37.1894	39.0488	41.0012	43.0514	7/6/2014
5510	PUBLIC WORKS CREW LEADER	SEA	В	161	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
5640	PUBLIC WORKS SUPERVISOR	SEA	В	191	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
0362	PURCHASING OFFICER	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
5870	QUALITY ASSURANCE OFFICER	SEA	В	707	41.1454	43.2066	45.3670	47.6353	50.0172	52.5181	7/6/2014
5431	RECYCLED WATER COORDINATOR	SEA	В	663	32.9346	34.5812	36.3103	38.1259	40.0321	42.0337	7/6/2014
0218	REGULATORY PROGRAMS DIVISION MANAGER	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
0285	RISK MANAGER	Mgmt- CONF	D	19CONF	115,581					135,978	7/5/2015
	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	В	115	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
0275	SOLID WASTE PROGRAMS DIVISION MANAGER	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
4800	SOLID WASTE SPECIALIST	SEA	В	169	35.0185	36.7694	38.6079	40.5382	42.5652	44.6933	7/6/2014
1010	SR ACCOUNTANT	SEA	В	641	37.7064	39.5918	41.5714	43.6501	45.8325	48.1242	7/6/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
6850	SR ACCOUNTING TECHNICIAN	SEA	В	647	29.8300	31.3216	32.8876	34.5320	36.2585	38.0715	7/6/2014
0012	SR ASSISTANT CITY ATTORNEY	Mgmt- OCA	К	20K	148,303					174,474	7/5/2015
4700	SR BUILDING INSPECTOR	SEA	В	167	40.1308	42.1372	44.2441	46.4563	48.7792	51.2181	7/6/2014
5651	SR BUILDING SERVICES LEADER	SEA	В	604	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
1140	SR BUYER	SEA	В	624	37.4225	39.2937	41.2583	43.3213	45.4874	47.7617	7/6/2014
2145	SR COMMUNITY SERVICES OFFICER	SEA	В	151	34.5580	36.2859	38.1002	40.0052	42.0055	44.1057	7/6/2014
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	В	174	40.1308	42.1372	44.2441	46.4563	48.7792	51.2181	7/6/2014
4150	SR CRIME ANALYST	SEA	В	653	40.9697	43.0183	45.1692	47.4277	49.7990	52.2890	7/6/2014
0373	SR ENGINEER	Mgmt- SMA	E	26	108,329					127,332	8/31/2014
1300	SR ENVIRONMENTAL CHEMIST	SEA	В	114	37.1848	39.0440	40.9961	43.0460	45.1983	47.4581	7/6/2014
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	В	146	38.3004	40.2156	42.2264	44.3376	46.5545	48.8823	7/6/2014
0374	SR ENVIRONMENTAL ENGINEER	Mgmt- SMA	E	26	108,329					127,332	8/31/2014
7301	SR GREENSKEEPER	SEA	В	609	34.2118	35.9223	37.7185	39.6044	41.5846	43.6639	7/6/2014
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	В	601	37.1046	38.9599	40.9079	42.9533	45.1008	47.3558	7/6/2014
1460	SR HUMAN RESOURCES ANALYST	CONF	G	684	39.6559	41.6388	43.7207	45.9068	48.2021	50.6123	7/6/2014
0339	SR INTERNAL AUDITOR	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
2400	SR LIBRARY ASSISTANT	SEA	В	170	25.5556	26.8334	28.1750	29.5838	31.0628	32.6161	7/6/2014
5710	SR MAINTENANCE WORKER	SEA	В	177	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
0322	SR MANAGEMENT ANALYST	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
0321	SR MANAGEMENT ANALYST: HUMAN RESOURCES	Mgmt- CONF	D	18CONF	105,074					123,616	7/5/2015
6450	SR METER READER	SEA	В	171	27.6774	29.0612	30.5144	32.0401	33.6422	35.3244	7/6/2014
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	В	148	32.8109	34.4513	36.1739	37.9827	39.8817	41.8758	7/6/2014
6500	SR OFFICE ASSISTANT	SEA	В	172	26.0389	27.3408	28.7079	30.1433	31.6504	33.2328	7/6/2014
6501	SR OFFICE ASSISTANT-CONFIDENTIAL	CONF	G	644	26.0389	27.3408	28.7079	30.1433	31.6504	33.2328	7/6/2014
5600	SR PARK UTILITY WORKER	SEA	В	173	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
4090	SR PLAN CHECK ENGINEER	SEA	В	691	50.4722	52.9959	55.6455	58.4280	61.3494	64.4168	7/6/2014
1260	SR PLANNER	SEA	В	654	42.1451	44.2523	46.4649	48.7883	51.2277	53.7891	7/6/2014
2201	SR PROGRAMMER ANALYST	SEA	В	631	44.8802	47.1243	49.4805	51.9545	54.5522	57.2797	7/6/2014
2203	SR PROGRAMMER ANALYST- CONFIDENTIAL	CONF	G	659	44.8802	47.1243	49.4805	51.9545	54.5522	57.2797	7/6/2014
4550	SR PUBLIC SAFETY DISPATCHER	COA	Α	201	44.2508	46.4633	48.7865	51.2258	53.7871		9/27/2015
1860	SR TRAFFIC ENGINEER	SEA	В	181	48.4356	50.8574	53.4001	56.0702	58.8738	61.8174	7/6/2014

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
1865	SR TRANSPORTATION ENGINEER	SEA	В	610	46.1290	48.4355	50.8573	53.4000	56.0701	58.8737	7/6/2014
1875	SR TRANSPORTATION PLANNER	SEA	В	657	43.6580	45.8410	48.1329	50.5395	53.0665	55.7198	7/6/2014
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	В	177	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
5820	SR WATER DISTRIBUTION WORKER	SEA	В	696	28.2537	29.6665	31.1498	32.7071	34.3427	36.0598	7/6/2014
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	В	679	36.5114	38.3370	40.2539	42.2666	44.3800	46.5990	7/6/2014
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	В	666	23.3409	24.5081	25.7335	27.0202	28.3711	29.7898	7/6/2014
5425	SR WPC PLANT MECHANIC	SEA	В	185	37.4238	39.2949	41.2598	43.3227	45.4889	47.7634	7/6/2014
6650	STAFF OFFICE ASSISTANT	SEA	В	180	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014
6651	STAFF OFFICE ASSISTANT- CONFIDENTIAL	CONF	G	109	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014
6700	STOREKEEPER I	SEA	В	182	26.6587	27.9917	29.3913	30.8610	32.4040	34.0241	7/6/2014
6600	STOREKEEPER II	SEA	В	176	28.0542	29.4570	30.9298	32.4761	34.1000	35.8050	7/6/2014
6710	STOREKEEPER/BUYER	SEA	В	112	34.0203	35.7213	37.5073	39.3827	41.3518	43.4194	7/6/2014
5200	STREET LIGHTING TECHNICIAN	SEA	В	142	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
0353	STREET OPERATIONS MANAGER	Mgmt- SMA	Е	17	93,273					109,732	8/31/2014
0210	SUPERINTENDENT OF BUILDING INSPECTION	Mgmt- SMA	Е	20	126,413					148,721	8/31/2014
0216	SUPERINTENDENT OF COMMUNITY SERVICES	Mgmt- SMA	Е	20	126,413					148,721	8/31/2014
	SUPERINTENDENT OF FACILITIES MAINTENANCE	Mgmt- SMA	Е	19	112,868					132,786	8/31/2014
0222	SUPERINTENDENT OF PARKS AND GOLF	Mgmt- SMA	Е	20	126,413					148,721	8/31/2014
	SUPERINTENDENT OF PUBLIC WORKS OPERATIONS	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
0223	SUPERINTENDENT OF TREES AND LANDSCAPE	Mgmt- SMA	E	19	112.868					132,786	8/31/2014
	SUPERVISING LIBRARIAN	Mgmt- SMA	E	17	93,273					109,732	8/31/2014
2120	TECHNICAL SUPPORT SPECIALIST	SEA	В	649	40.1471	42.1544	44.2622	46.4752	48.7991	51.2390	7/6/2014
1950	TRAFFIC ENGINEER	SEA	В	188	41.1062	43.1615	45.3196	47.5857	49.9650	52.4632	7/6/2014
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	В	127	25.7934	27.0831	28.4373	29.8591	31.3520	32.9196	7/6/2014
4201	TRANSPORTATION AND TRAFFIC	SEA Mgmt-	B	607	28.3728	29.7914	31.2810	32.8451	34.4873	36.2116	7/6/2014
0290	MANAGER	SMA	E	20	126,413					148,721	8/31/2014
1955	TRANSPORTATION ENGINEER	SEA	В	612	39.1489	41.1062	43.1615	45.3196	47.5857	49.9650	7/6/2014
1861	TRANSPORTATION PLANNER	SEA Mgmt-	В	183	42.2495	44.3619	46.5800	48.9091	51.3546	53.9223	7/6/2014
0363	TREASURY MANAGER	SMA Mgmt-	E	19	112,868					132,786	8/31/2014
0344	URBAN LANDSCAPE MANAGER	SMA Mgmt-	E	17	93,273					109,732	8/31/2014
0315	UTILITY BILLING MANAGER	SMA	E	19	112,868					132,786	8/31/2014

Job Code	Job Title	Unit	Pay Categories	Range /	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
					·		·				
7800	UTILITY WORKER	SEA	В	192	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
5920	WASTERWATER COLLECTIONS CREW LEADER	SEA	В	161	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
	WASTEWATER COLLECTIONS		_								.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
5910	SUPERVISOR	SEA	В	191	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
0352	WASTEWATER OPERATIONS MANAGER	Mgmt- SMA	Е	17	93,273					109,732	8/31/2014
	WATER & SEWER SYSTEMS DIVISION MANAGER	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
5430	WATER CONSERVATION COORDINATOR	SEA	В	650	32.9346	34.5812	36.3103	38.1259	40.0321	42.0337	7/6/2014
5810	WATER DISTRIBUTION CREW LEADER	SEA	В	695	31.8801	33.4741	35.1479	36.9054	38.7507	40.6883	7/6/2014
5800	WATER DISTRIBUTION SUPERVISOR	SEA	В	694	35.0655	36.8189	38.6598	40.5928	42.6224	44.7536	7/6/2014
5830	WATER DISTRIBUTION WORKER	SEA	В	697	26.6743	28.0081	29.4085	30.8789	32.4229	34.0441	7/6/2014
5880	WATER METER REPAIR WORKER	SEA	В	195	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
0351	WATER OPERATIONS MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
0396	WATER POLLUTION CONTROL OPERATIONS MANAGER	Mgmt- SMA	E	19	112,868					132,786	8/31/2014
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	В	197	31.1470	32.7045	34.3396	36.0565	37.8594	39.7524	7/6/2014
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	В	202	31.9258	33.5221	35.1982	36.9582	38.8060	40.7463	7/6/2014
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	В	199	23.8271	25.0184	26.2693	27.5828	28.9618	30.4100	7/6/2014
5435	WATER POLLUTION CONTROL PLANT SYSTEMS INTEGRATOR	SEA	В	711	41.4530	43.5257	45.7020	47.9871	50.3864	52.9057	12/7/2014
4100	WATER SYSTEM OPERATOR	SEA	В	186	31.5384	33.1152	34.7709	36.5096	38.3352	40.2519	7/6/2014
2540	WEB AND COMMUNICATIONS SPECIALIST	SEA	В	706	34.1499	35.8573	37.6501	39.5327	41.5093	43.5848	7/6/2014
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	В	661	28.6281	30.0595	31.5625	33.1407	34.7976	36.5376	7/6/2014
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	В	667	21.1797	22.2387	23.3505	24.5180	25.7440	27.0312	7/6/2014
0395	WPC MAINTENANCE MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014
5400	WPC PLANT MECHANIC	SEA	В	154	33.9235	35.6197	37.4006	39.2707	41.2343	43.2959	7/6/2014
0295	WPCP DIVISION MANAGER	Mgmt- SMA	E	20	126,413					148,721	8/31/2014
0284	YOUTH AND FAMILY RESOURCES MANAGER	Mgmt- SMA	E	18	104,682					123,155	8/31/2014

Notes
CONF and Mgmt-CONF: In addition to base pay, employees assigned to Confidential classifications receive a 3.5% confidential

PSOA: Educational Incentive: The employee must provide the Department of Human Resources with notification of

the degree to establish the educational incentive.

Bachelor's Degree - 2.5% Master's Degree - 5.0%

Emergency Medical Technician (EMT) - 4.0%

Donning and Doffing - PS Officer-in-Training and PS Officer - 1.373%

Donning and Doffing - PS Lieutenant - 0.80%

### Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution COA:

Category A, applies to Public Safety Dispatcher-in-Training, Public Safety Dispatchers, and Senior Public Safety Dispatchers

SEA:

# City of Sunnyvale Salary Table - Regular Full-Time and Part-Time Classifications

					Min.					Max.	
Job			Pay	Range /	range /					range /	Effective
Code	Job Title	Unit	Categories	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Date

Category B, applies to Miscellaneous Classified Employees

#### PSOA:

Category C, applies to Public Safety Lieutenants, Public Safety Officers, and Public Safety Officers-in-Training

#### MGMT-CONF:

Category D, applies to Unrepresented Classified Management Employees

#### MGMT-SMA and MGMT-PSMA:

Category E, applies to Represented Classified Management Employees

#### MGMT-DIR:

Category F, applies to Unclassified Department Directors

#### CONF

Category G, applies to Classified Confidential Employees

#### MGMT-OCA

Category K, applies to Unclassified Management Employees appointed by the City Attorney

#### SEIU:

Category L, applies to Classified Regular Part-time Employees

Pay rates for Categories A, B, C, G and L consist of hourly pay rates for each available step in each classification.

Pay rates for Categories D,E, F and K consist of the annual control point for each classification.

Job Code	Job Title	Unit	Pay Categories	Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
9419	CASUAL ASSISTANT POOL MANAGER	Casual- Recreation	Casual/Temp	921	15.0000	15.7500	16.5400	17.3600	18.2300	19.1400	4/27/2014
9023	CASUAL CAPITAL PROJECT ASSISTANT 1	Casual- Project	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
9501	CASUAL CAPITAL PROJECT ASSISTANT 2	Casual- Project	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
9502	CASUAL CAPITAL PROJECT ASSISTANT 3	Casual- Project	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9986	CASUAL CLERICAL 1	Casual	Casual/Temp	1003	11.3950	11.9647	12.5630	13.1911	13.8507	14.5432	5/10/2015
9503	CASUAL CLERICAL 2	Casual	Casual/Temp	1004	15.2704	16.0339	16.8356	17.6774	18.5612	19.4893	5/10/2015
9504	CASUAL CLERICAL 3	Casual	Casual/Temp	1005	20.4638	21.4870	22.5613	23.6894	24.8738	26.1175	5/10/2015
9505	CASUAL CLERICAL 4	Casual	Casual/Temp	1006	27.4234	28.7946	30.2343	31.7460	33.3333	35.0000	5/10/2015
9009	CASUAL CRIME PREVENTION ASST	Casual	Casual/Temp	936	10.5873	11.1167	11.6725	12.2561	12.8689		6/24/2001
9010	CASUAL CROSSING GUARD	Casual	Casual/Temp	938	11.9292	12.5257	13.1520	13.8096	14.5001		6/24/2001
9979	CASUAL EXECUTIVE 1	Casual	Casual/Temp	1007	65.4445	68.7167	72.1526	75.7602	79.5482	83.5256	5/10/2015
9506	CASUAL EXECUTIVE 2	Casual	Casual/Temp	1008	87.7019	92.0870	96.6913	101.5259	106.6022	111.9323	5/10/2015
9507	CASUAL EXECUTIVE 3	Casual	Casual/Temp	1009	117.5289	123.4054	129.5756	136.0544	142.8571	150.0000	5/10/2015
9024	CASUAL GRANT ASSISTANT 1	Casual- Project	Casual/Temp	1010	13.0229	13.6740	14.3577	15.0756	15.8294	16.6208	5/10/2015
9508	CASUAL GRANT ASSISTANT 2	Casual- Project	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
9509	CASUAL GRANT ASSISTANT 3	Casual- Project	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
9510	CASUAL GRANT ASSISTANT 4	Casual- Project	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9312	CASUAL INTERMITTENT RECREATION 1	Casual- Recreation	Casual/Temp	1011	13.0889	13.7433	14.4305	15.1520	15.9096	16.7051	5/10/2015
9511	CASUAL INTERMITTENT RECREATION 2	Casual- Recreation	Casual/Temp	1012	17.5404	18.4174	19.3383	20.3052	21.3204	22.3865	5/10/2015
9512	CASUAL INTERMITTENT RECREATION 3	Casual- Recreation	Casual/Temp	1013	23.5058	24.6811	25.9151	27.2109	28.5714	30.0000	5/10/2015
9022	CASUAL LIBRARIAN	Casual	Casual/Temp	948	26.1631	27.4713	28.8449	30.2871	31.8015		10/12/2003
9800	CASUAL LIBRARY SPECIALIST I	Casual	Casual/Temp	952	12.2869	12.9012	13.5463	14.2236	14.9348		7/18/2004
9025	CASUAL LIBRARY SPECIALIST II	Casual	Casual/Temp	954	14.4551	15.1779	15.9368	16.7336	17.5703		7/18/2004
9700	CASUAL LIBRARY SPECIALIST III	Casual	Casual/Temp	956	17.0061	17.8564	18.7492	19.6867	20.6710		7/18/2004
9420	CASUAL LIFEGUARD/SWIM INSTRUCTOR I	Casual- Recreation	Casual/Temp	925	11.8000	12.3900	13.0100	13.6600	14.3400	15.0600	4/27/2014
	CASUAL LIFEGUARD/SWIM INSTRUCTOR II	Casual-									
9421	(WATER SAFETY INSTRUCTOR CERTIFIED)	Recreation	Casual/Temp	927	13.0100	13.6600	14.3400	15.0600	15.8100	16.6000	4/27/2014
9980	CASUAL MANAGEMENT 1	Casual	Casual/Temp	1014	36.5857	38.4150	40.3358	42.3526	44.4702	46.6937	5/10/2015
9513	CASUAL MANAGEMENT 2	Casual	Casual/Temp	1015	49.0284	51.4798	54.0538	56.7565	59.5943	62.5740	5/10/2015
9514	CASUAL MANAGEMENT 3	Casual Casual-	Casual/Temp	1016	65.7027	68.9879	72.4373	76.0591	79.8621	83.8552	5/10/2015
9299	CASUAL NOVA YOUTH WORKER	WIA	Casual/Temp	802	10.3000						12/21/2014
9982	CASUAL PARAPROFESSIONAL 1	Casual	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
9515	CASUAL PARAPROFESSIONAL 2	Casual	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
9516	CASUAL PARAPROFESSIONAL 3	Casual Casual-	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9422	CASUAL POOL MANAGER CASUAL PROFESSIONAL -	Recreation	Casual/Temp	928	16.5400	17.3700	18.2400	19.1500	20.1000	21.1100	4/27/2014
9978	REGISTERED/CERTIFIED 1 CASUAL PROFESSIONAL -	Casual	Casual/Temp	1035	32.7223	34.3584	36.0763	37.8801	39.7741	41.7628	5/10/2015
9520	REGISTERED/CERTIFIED 2 CASUAL PROFESSIONAL -	Casual	Casual/Temp	1024	43.8509	46.0435	48.3457	50.7630	53.3011	55.9662	5/10/2015
9521	REGISTERED/CERTIFIED 3	Casual	Casual/Temp	1026	58.7645	61.7027	64.7878	68.0272	71.4286	75.0000	5/10/2015
9981	CASUAL PROFESSIONAL 1	Casual	Casual/Temp	1017	19.5342	20.5110	21.5365	22.6134	23.7440	24.9312	5/10/2015
9517	CASUAL PROFESSIONAL 2	Casual	Casual/Temp	1018	26.1778	27.4867	28.8610	30.3041	31.8193	33.4102	5/10/2015

			I		N4:		1	1	1		
Job			Pay		Min. range /					Max. range /	Effective
Code	Job Title	Unit	Categories	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Date
9518	CASUAL PROFESSIONAL 3	Casual	Casual/Temp	1019	35.0808	36.8348	38.6765	40.6104	42.6409	44.7729	5/10/2015
9519	CASUAL PROFESSIONAL 4	Casual	Casual/Temp	1020	47.0116	49.3621	51.8303	54.4218	57.1429	60.0000	5/10/2015
		Casual-	·								
9407	CASUAL PROGRAM ASSISTANT	Recreation	Casual/Temp	907	16.0000	16.8000	17.6400	18.5200	19.4500	20.4200	4/27/2014
9250	CASUAL PUBLIC SAFETY CADET	Casual Casual-	Casual/Temp	962	10.3000	10.8150	11.3558	11.9235	12.5197		12/21/2014
9423	CASUAL RECREATION ATTENDANT CASUAL RECREATION	Recreation Casual-	Casual/Temp	931	12.5000	13.1300	13.7800	14.4700	15.1900	15.9500	4/27/2014
9410	INSTRUCTOR/OFFICIAL 1	Recreation	Casual/Temp	913	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	5/10/2015
9522	CASUAL RECREATION INSTRUCTOR/OFFICIAL 2	Casual- Recreation	Casual/Temp	1021	13.8030	14.4931	15.2178	15.9787	16.7776	17.6165	5/10/2015
9523	CASUAL RECREATION INSTRUCTOR/OFFICIAL 3	Casual- Recreation	Casual/Temp	1022	18.4973	19.4222	20.3933	21.4130	22.4836	23.6078	5/10/2015
0504	CASUAL RECREATION	Casual-	0	4000	0.4.7000	00 0070	07.0000	00 0054	00.4000	04 0007	F (4.0/0.04F
9524	INSTRUCTOR/OFFICIAL 4 CASUAL RECREATION	Recreation Casual-	Casual/Temp	1023	24.7882	26.0276	27.3290	28.6954	30.1302	31.6367	5/10/2015
9525	INSTRUCTOR/OFFICIAL 5	Recreation	Casual/Temp	1034	33.2185	34.8795	36.6234	38.4546	40.3773	42.3962	5/10/2015
9526	CASUAL RECREATION INSTRUCTOR/OFFICIAL 6	Casual- Recreation	Casual/Temp	1025	44.5160	46.7418	49.0789	51.5328	54.1095	56.8150	5/10/2015
9527	CASUAL RECREATION INSTRUCTOR/OFFICIAL 7	Casual- Recreation	Casual/Temp	1033	59.6557	62.6385	65.7704	69.0589	72.5119	76.1375	5/10/2015
		Casual-	Casual/Temp	913							
	CASUAL RECREATION SPECIALIST CASUAL SEASONAL ASSISTANT POOL	Recreation Casual-			10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	12/21/2014
9441	MANAGER CASUAL SEASONAL CAPITAL PROJECT	Recreation Casual-	Casual/Temp	921	15.0000	15.7500	16.5400	17.3600	18.2300	19.1400	4/27/2014
9443	ASSISTANT 1 CASUAL SEASONAL CAPITAL PROJECT	Seasonal Casual-	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
9528	ASSISTANT 2	Seasonal	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
9529	CASUAL SEASONAL CAPITAL PROJECT ASSISTANT 3	Casual- Seasonal	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9988	CASUAL SEASONAL CLERICAL 1	Casual- Seasonal	Casual/Temp	1003	11.3950	11.9647	12.5630	13.1911	13.8507	14.5432	5/10/2015
9530	CASUAL SEASONAL CLERICAL 2	Casual- Seasonal	Casual/Temp	1004	15.2704	16.0339	16.8356	17.6774	18.5612	19.4893	5/10/2015
9531	CASUAL SEASONAL CLERICAL 3	Casual- Seasonal	Casual/Temp	1005	20.4638	21.4870	22.5613	23.6894	24.8738	26.1175	5/10/2015
		Casual-									
9532	CASUAL SEASONAL CLERICAL 4 CASUAL SEASONAL CRIME PREVENTION	Seasonal Casual-	Casual/Temp	1006	27.4234	28.7946	30.2343	31.7460	33.3333	35.0000	5/10/2015
9442	ASST	Seasonal Casual-	Casual/Temp	936	10.5873	11.1167	11.6725	12.2561	12.8689		4/27/2014
9013	CASUAL SEASONAL CROSSING GUARD	Seasonal Casual-	Casual/Temp	938	11.9292	12.5257	13.1520	13.8096	14.5001		4/27/2014
9996	CASUAL SEASONAL EXECUTIVE 1	Seasonal	Casual/Temp	1007	65.4445	68.7167	72.1526	75.7602	79.5482	83.5256	5/10/2015
9533	CASUAL SEASONAL EXECUTIVE 2	Casual- Seasonal	Casual/Temp	1008	87.7019	92.0870	96.6913	101.5259	106.6022	111.9323	5/10/2015
9534	CASUAL SEASONAL EXECUTIVE 3	Casual- Seasonal	Casual/Temp	1009	117.5289	123.4054	129.5756	136.0544	142.8571	150.0000	5/10/2015
	CASUAL SEASONAL GRANT ASSISTANT 1	Casual- Seasonal	Casual/Temp	1010	13.0229	13.6740	14.3577	15.0756	15.8294	16.6208	5/10/2015
		Casual-									
9535	CASUAL SEASONAL GRANT ASSISTANT 2	Seasonal Casual-	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
9536	CASUAL SEASONAL GRANT ASSISTANT 3	Seasonal Casual-	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
9537	CASUAL SEASONAL GRANT ASSISTANT 4 CASUAL SEASONAL INTERMITTENT	Seasonal Casual-	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9538	RECREATION 1	Recreation	Casual/Temp	1011	13.0889	13.7433	14.4305	15.1520	15.9096	16.7051	5/10/2015
9539	CASUAL SEASONAL INTERMITTENT RECREATION 2	Casual- Recreation	Casual/Temp	1012	17.5404	18.4174	19.3383	20.3052	21.3204	22.3865	5/10/2015
9540	CASUAL SEASONAL INTERMITTENT RECREATION 3	Casual- Recreation	Casual/Temp	1013	23.5058	24.6811	25.9151	27.2109	28.5714	30.0000	5/10/2015
9028	CASUAL SEASONAL LIBRARIAN	Casual- Seasonal	Casual/Temp	948	26.1631	27.4713	28.8449	30.2871	31.8015	3.2300	4/27/2014
		Casual-									
	CASUAL SEASONAL LIBRARY SPECIALIST I CASUAL SEASONAL LIBRARY SPECIALIST	Seasonal Casual-	Casual/Temp	952	12.2869	12.9012	13.5463	14.2236	14.9348		4/27/2014
9027	II CASUAL SEASONAL LIBRARY SPECIALIST	Seasonal Casual-	Casual/Temp	954	14.4551	15.1779	15.9368	16.7336	17.5703		4/27/2014
9701	III	Seasonal	Casual/Temp	956	17.0061	17.8564	18.7492	19.6867	20.6710		4/27/2014
9428	CASUAL SEASONAL LIFEGUARD/SWIM INSTRUCTOR I	Casual- Recreation	Casual/Temp	925	11.8000	12.3900	13.0100	13.6600	14.3400	15.0600	4/27/2014
	CASUAL SEASONAL LIFEGUARD/SWIM INSTRUCTOR II (WATER SAFETY	Casual-									
9429	INSTRUCTOR CERTIFIED)	Recreation	Casual/Temp	927	13.0100	13.6600	14.3400	15.0600	15.8100	16.6000	4/27/2014

					N4:	l					
Job			Pay		Min. range /					Max. range /	Effective
Code	Job Title	Unit	Categories	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Date
9989	CASUAL SEASONAL MANAGEMENT 1	Casual- Seasonal	Casual/Temp	1014	36.5857	38.4150	40.3358	42.3526	44.4702	46.6937	5/10/2015
	CASUAL SEASONAL MANAGEMENT 2	Casual- Seasonal	Casual/Temp	1015	49.0284	51.4798	54.0538	56.7565	59.5943	62.5740	5/10/2015
		Casual-	·								
9542	CASUAL SEASONAL MANAGEMENT 3	Seasonal Casual	Casual/Temp	1016	65.7027	68.9879	72.4373	76.0591	79.8621	83.8552	5/10/2015
9298	CASUAL SEASONAL NOVA YOUTH WORKER	Seasonal- WIA	Casual/Temp	802	10.3000						12/21/2014
	CASUAL SEASONAL PARAPROFESSIONAL	Casual-									
9990	1 CASUAL SEASONAL PARAPROFESSIONAL	Seasonal Casual-	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
9543	2 CASUAL SEASONAL PARAPROFESSIONAL	Seasonal Casual-	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
	3	Seasonal	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9430	CASUAL SEASONAL POOL MANAGER	Casual- Recreation	Casual/Temp	928	16.5400	17.3700	18.2400	19.1500	20.1000	21.1100	4/27/2014
9975	CASUAL SEASONAL PROFESSIONAL - REGISTERED/CERTIFIED 1	Casual- Seasonal	Casual/Temp	1035	32.7223	34.3584	36.0763	37.8801	39.7741	41.7628	5/10/2015
	CASUAL SEASONAL PROFESSIONAL - REGISTERED/CERTIFIED 2	Casual- Seasonal	Casual/Temp	1024	43.8509	46.0435	48.3457	50.7630	53.3011	55.9662	5/10/2015
	CASUAL SEASONAL PROFESSIONAL -	Casual-									
9549	REGISTERED/CERTIFIED 3	Seasonal Casual-	Casual/Temp	1026	58.7645	61.7027	64.7878	68.0272	71.4286	75.0000	5/10/2015
9991	CASUAL SEASONAL PROFESSIONAL 1	Seasonal Casual-	Casual/Temp	1017	19.5342	20.5110	21.5365	22.6134	23.7440	24.9312	5/10/2015
9545	CASUAL SEASONAL PROFESSIONAL 2	Seasonal	Casual/Temp	1018	26.1778	27.4867	28.8610	30.3041	31.8193	33.4102	5/10/2015
9546	CASUAL SEASONAL PROFESSIONAL 3	Casual- Seasonal	Casual/Temp	1019	35.0808	36.8348	38.6765	40.6104	42.6409	44.7729	5/10/2015
9547	CASUAL SEASONAL PROFESSIONAL 4	Casual- Seasonal	Casual/Temp	1020	47.0116	49.3621	51.8303	54.4218	57.1429	60.0000	5/10/2015
	CASUAL SEASONAL PROGRAM ASSISTANT	Casual- Recreation	Casual/Temp	907	16.0000	16.8000	17.6400	18.5200	19.4500	20.4200	4/27/2014
	CASUAL SEASONAL PUBLIC SAFETY	Casual-								20.4200	
9251	CADET CASUAL SEASONAL RECREATION	Seasonal Casual-	Casual/Temp	962	10.3000	10.8150	11.3558	11.9235	12.5197		4/27/2014
	ATTENDANT CASUAL SEASONAL RECREATION	Recreation Casual-	Casual/Temp	931	12.5000	13.1300	13.7800	14.4700	15.1900	15.9500	4/27/2014
	INSTRUCTOR/OFFICIAL 1	Recreation	Casual/Temp	913	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	5/10/2015
	CASUAL SEASONAL RECREATION INSTRUCTOR/OFFICIAL 2	Casual- Recreation	Casual/Temp	1021	13.8030	14.4931	15.2178	15.9787	16.7776	17.6165	5/10/2015
	CASUAL SEASONAL RECREATION INSTRUCTOR/OFFICIAL 3	Casual- Recreation	Casual/Temp	1022	18.4973	19.4222	20.3933	21.4130	22.4836	23.6078	5/10/2015
	CASUAL SEASONAL RECREATION INSTRUCTOR/OFFICIAL 4	Casual- Recreation	Casual/Temp	1023	24.7882	26.0276	27.3290	28.6954	30.1302	31.6367	5/10/2015
	CASUAL SEASONAL RECREATION	Casual-									
	INSTRUCTOR/OFFICIAL 5 CASUAL SEASONAL RECREATION	Recreation Casual-	Casual/Temp	1034	33.2185	34.8795	36.6234	38.4546	40.3773	42.3962	5/10/2015
9555	INSTRUCTOR/OFFICIAL 6 CASUAL SEASONAL RECREATION	Recreation Casual-	Casual/Temp	1025	44.5160	46.7418	49.0789	51.5328	54.1095	56.8150	5/10/2015
	INSTRUCTOR/OFFICIAL 7	Recreation	Casual/Temp	1033	59.6557	62.6385	65.7704	69.0589	72.5119	76.1375	5/10/2015
9433	CASUAL SEASONAL RECREATION SPECIALIST	Casual- Recreation	Casual/Temp	913	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	12/21/2014
	CASUAL SEASONAL SENIOR CASE MANAGER 1	Casual- Season	Casual/Temp	1030	20.0000	21.0000	22.0500	23.1525	24.3101	25.5256	5/10/2015
	CASUAL SEASONAL SENIOR CASE MANAGER 2	Casual- Season	Casual/Temp	1031	26.8019	28.1420	29.5491	31.0266	32.5779	34.2068	5/10/2015
	CASUAL SEASONAL SENIOR CASE	Casual-			35.9171						
	MANAGER 3 CASUAL SEASONAL SERVICE	Season Casual-	Casual/Temp	1032		37.7130	39.5986	41.5786	43.6575	45.8404	5/10/2015
9992	MAINTENANCE 1 CASUAL SEASONAL SERVICE	Seasonal Casual-	Casual/Temp	1003	11.3950	11.9647	12.5630	13.1911	13.8507	14.5432	5/10/2015
9557	MAINTENANCE 2 CASUAL SEASONAL SERVICE	Seasonal Casual-	Casual/Temp	1004	15.2704	16.0339	16.8356	17.6774	18.5612	19.4893	5/10/2015
	MAINTENANCE 3	Seasonal	Casual/Temp	1005	20.4638	21.4870	22.5613	23.6894	24.8738	26.1175	5/10/2015
	CASUAL SEASONAL SERVICE MAINTENANCE 4	Casual- Seasonal	Casual/Temp	1006	27.4234	28.7946	30.2343	31.7460	33.3333	35.0000	5/10/2015
9434	CASUAL SEASONAL SITE LEAD	Casual- Recreation	Casual/Temp	939	16.5400	17.3700	18.2400	19.1500	20.1000	21.1100	4/27/2014
	CASUAL SEASONAL SKILLED CRAFT 1	Casual- Seasonal	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
		Casual-									
	CASUAL SEASONAL SKILLED CRAFT 2 CASUAL SEASONAL SPECIAL PROJECT	Seasonal Casual-	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
	ASSISTANT 1 CASUAL SEASONAL SPECIAL PROJECT	Seasonal Casual-	Casual/Temp	1010	13.0229	13.6740	14.3577	15.0756	15.8294	16.6208	5/10/2015
9561	ASSISTANT 2	Seasonal	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
	CASUAL SEASONAL SPECIAL PROJECT	Casual-	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015

Job Code	Job Title	Unit	Pay Categories	Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
9563	CASUAL SEASONAL SPECIAL PROJECT ASSISTANT 4	Casual- Seasonal	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9437	CASUAL SEASONAL SPORTS OFFICIAL	Casual- Recreation	Casual/Temp	947	20.0000	21.0000	22.0500	23.1500	24.3100	25.5300	4/27/2014
9438	CASUAL SEASONAL SR RECREATION SPECIALIST	Casual- Recreation	Casual/Temp	937	11.8500	12.4400	13.0600	13.7000	14.4000	15.1200	4/27/2014
9976	CASUAL SEASONAL STAFF SUPPORT 1	Casual- Seasonal	Casual/Temp	913	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	5/10/2015
9564	CASUAL SEASONAL STAFF SUPPORT 2	Casual- Seasonal	Casual/Temp	1021	13.8030	14.4931	15.2178	15.9787	16.7776	17.6165	5/10/2015
9565	CASUAL SEASONAL STAFF SUPPORT 3	Casual- Seasonal	Casual/Temp	1022	18.4973	19.4222	20.3933	21.4130	22.4836	23.6078	5/10/2015
9994	CASUAL SEASONAL TECHNICAL 1	Casual- Seasonal	Casual/Temp	1027	21.8148	22.9056	24.0509	25.2534	26.5161	27.8419	5/10/2015
9566	CASUAL SEASONAL TECHNICAL 2	Casual- Seasonal	Casual/Temp	1028	29.2340	30.6957	32.2304	33.8420	35.5341	37.3108	5/10/2015
9567	CASUAL SEASONAL TECHNICAL 3	Casual- Seasonal	Casual/Temp	1029	39.1763	41.1351	43.1919	45.3515	47.6190	50.0000	5/10/2015
9439	CASUAL SEASONAL THEATRE TECHNICIAN	Casual- Recreation	Casual/Temp	949	25.0000	26.2500	27.5600	28.9400	30.3900	31.9100	4/27/2014
9995	CASUAL SEASONAL UNSKILLED LABORER	Casual- Seasonal	Casual/Temp	1036	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	5/10/2015
9568	CASUAL SEASONAL UNSKILLED LABORER	Casual- Seasonal	Casual/Temp	1021	13.8030	14.4931	15.2178	15.9787	16.7776	17.6165	5/10/2015
9584	CASUAL SENIOR CASE MANAGER 1	Casual- Season	Casual/Temp	1030	20.0000	21.0000	22.0500	23.1525	24.3101	25.5256	5/10/2015
	CASUAL SENIOR CASE MANAGER 2	Casual- Season	Casual/Temp	1031	26.8019	28.1420	29.5491	31.0266	32.5779	34.2068	5/10/2015
9586	CASUAL SENIOR CASE MANAGER 3	Casual- Season	Casual/Temp	1032	35.9171	37.7130	39.5986	41.5786	43.6575	45.8404	5/10/2015
9985	CASUAL SERVICE MAINTENANCE 1	Casual	Casual/Temp	1003	11.3950	11.9647	12.5630	13.1911	13.8507	14.5432	5/10/2015
9569	CASUAL SERVICE MAINTENANCE 2	Casual	Casual/Temp	1003	15.2704	16.0339	16.8356	17.6774	18.5612	19.4893	5/10/2015
	CASUAL SERVICE MAINTENANCE 3		Casual/Temp	1004							5/10/2015
9570		Casual			20.4638	21.4870	22.5613	23.6894	24.8738	26.1175	
9571	CASUAL SERVICE MAINTENANCE 4	Casual-	Casual/Temp	1006	27.4234	28.7946	30.2343	31.7460	33.3333	35.0000	5/10/2015
9425	CASUAL SITE LEAD	Recreation	Casual/Temp	939	16.5400	17.3700	18.2400	19.1500	20.1000	21.1100	4/27/2014
9984	CASUAL SKILLED CRAFT 1	Casual	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
9572	CASUAL SKILLED CRAFT 2	Casual-	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9026	CASUAL SPECIAL PROJECT ASSISTANT 1	Project Casual-	Casual/Temp	1010	13.0229	13.6740	14.3577	15.0756	15.8294	16.6208	5/10/2015
9573	CASUAL SPECIAL PROJECT ASSISTANT 2	Project Casual-	Casual/Temp	1000	17.4519	18.3245	19.2407	20.2027	21.2129	22.2735	5/10/2015
9574	CASUAL SPECIAL PROJECT ASSISTANT 3	Project Casual-	Casual/Temp	1001	23.3872	24.5565	25.7844	27.0736	28.4273	29.8486	5/10/2015
9575	CASUAL SPECIAL PROJECT ASSISTANT 4	Project Casual-	Casual/Temp	1002	31.3410	32.9081	34.5535	36.2812	38.0952	40.0000	5/10/2015
9426	CASUAL SPORTS OFFICIAL	Recreation Casual-	Casual/Temp	947	20.0000	21.0000	22.0500	23.1500	24.3100	25.5300	4/27/2014
9424	CASUAL SR RECREATION SPECIALIST	Recreation	Casual/Temp	937	11.8500	12.4400	13.0600	13.7000	14.4000	15.1200	4/27/2014
9977	CASUAL STAFF SUPPORT 1	Casual	Casual/Temp	913	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	5/10/2015
9576	CASUAL STAFF SUPPORT 2	Casual	Casual/Temp	1021	13.8030	14.4931	15.2178	15.9787	16.7776	17.6165	5/10/2015
9577	CASUAL STAFF SUPPORT 3	Casual	Casual/Temp	1022	18.4973	19.4222	20.3933	21.4130	22.4836	23.6078	5/10/2015
9983	CASUAL TECHNICAL 1	Casual	Casual/Temp	1027	21.8148	22.9056	24.0509	25.2534	26.5161	27.8419	5/10/2015
9578	CASUAL TECHNICAL 2	Casual	Casual/Temp	1028	29.2340	30.6957	32.2304	33.8420	35.5341	37.3108	5/10/2015
9579	CASUAL TECHNICAL 3	Casual Casual-	Casual/Temp	1029	39.1763	41.1351	43.1919	45.3515	47.6190	50.0000	5/10/2015
9427	CASUAL THEATRE TECHNICIAN	Recreation	Casual/Temp	949	25.0000	26.2500	27.5600	28.9400	30.3900	31.9100	4/27/2014
9987	CASUAL UNSKILLED LABORER 1	Casual	Casual/Temp	1036	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	5/10/2015
9580	CASUAL UNSKILLED LABORER 2	Casual Casual-	Casual/Temp	1021	13.8030	14.4931	15.2178	15.9787	16.7776	17.6165	5/10/2015
9017	INTERN 1	Project	Casual/Temp	913	10.3000	10.8150	11.3558	11.9235	12.5197	13.1457	5/10/2015
9018	INTERN 2	Casual- Project	Casual/Temp	1021	13.8030	14.4931	15.2178	15.9787	16.7776	17.6165	5/10/2015
9019	INTERN 3	Casual- Project	Casual/Temp	1022	18.4973	19.4222	20.3933	21.4130	22.4836	23.6078	5/10/2015

#### City of Sunnyvale Salary Table - Council Members

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
0006	COUNCIL MEMBER	Council	N/A	302	27,078.48 (Annual)				1/1/2015		
0007	MAYOR	Council	N/A	303	36,104.64 (Annual)				1/1/2015		



# City of Sunnyvale

## Agenda Item

**15-0743** Agenda Date: 12/1/2015

Tentative Council Meeting Agenda Calendar



# City of Sunnyvale Tentative Council Meeting Agenda Calendar

#### Thursday, December 10, 2015 - City Council

#### Study Session

**15-0444** 9 A.M. Special Joint Meeting of the City Council/Successor Agency to

Discuss the Town Center Project and Provide Direction on Article 6 of the 2010 Amended Disposition and Development and Owner Participation

Agreement (ADDOPA) for Transfer of the Property

#### Tuesday, December 15, 2015 - City Council

#### Closed Session

**15-0522** 4 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957.6: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Teri Silva, Director of Human

Resources; Deanna J. Santana, City Manager

Employee organization: Public Safety Managers Association (PSMA) Employee organization: Public Safety Officers Association (PSOA) Employee organization: Sunnyvale Employees Association (SEA) Employee organization: Sunnyvale Managers Association (SMA)

**15-0099** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

Closed Session held pursuant to California Government Code Section

54957.6: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: City Council Compensation

Subcommittee

Unrepresented Employee: City Attorney

#### Study Session

**15-0690** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Discussion of Potential Uses of City-owned Property located on Charles

Street and Mathilda Avenue near Iowa Avenue

**15-0853** 6:50 P.M. SPECIAL COUNCIL MEETING (Study Session)

Discussion of Upcoming Selection of 2016 Mayor and Vice Mayor

#### **Public Hearings/General Business**

15-0383	Prohibit Smoking inside All Units and in Common Areas of Multi-Family Residences and Expand Smoking Regulations to Prohibit Smoking near Doorways and Outdoor Areas of Retail and Commercial Businesses (Study Issue)
15-0445	Civic Center Land Use and Financing Strategies
15-0945	Receive and File the FY 2014/15 Budgetary Year-End Financial Report, Comprehensive Annual Financial Report, and Sunnyvale Financing Authority Financial Report
15-0952	Approve Actions Needed to Develop and Launch a Multi-Jurisdictional Community Choice Energy Program in the South Bay, and Finding that these Actions are Exempt from CEQA
15-1021	Introduce an Ordinance Amending Ordinance 3053-15, Taxicab Franchise and Agreement, Yellow Checker Cab Co. Inc.

#### Tuesday, January 5, 2016 - City Council

#### **Public Hearings/General Business**

16-0001	Select Mayor for 2016
16-0002	Select Vice Mayor for 2016
16-0003	Annual Public Hearing - Discussion of Potential Council Study Issues and Budget Issues for Calendar Year 2016
16-0004	City Council 2016 Appointments to Intergovernmental and Internal Assignments, Council Subcommittees, and Community Member Appointments
16-0005	Approve the Proposed 2016 Priority Issues and Short and Long-term Legislative Advocacy Positions (LAPs)
16-0006	2016 Seating Arrangements for City Council
16-0009	Approve the 2016 City Council Meeting Calendar
15-0890	Consider Approval of Conversion Impact Report for Nick's Trailer Court, located at 1008 E. El Camino Real in Sunnyvale

#### Tuesday, January 12, 2016 - City Council

#### **Special Order of the Day**

**16-0007** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Mayor

16-0008 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

16-0010 SPECIAL ORDER OF THE DAY - Ceremonial Oath for Incoming Mayor

16-0011 SPECIAL ORDER OF THE DAY - Ceremonial Oath for Incoming Vice

Mayor

#### Thursday, January 14, 2016 - City Council

#### **Public Hearings/General Business**

16-0013 8:30 A.M. SPECIAL COUNCIL MEETING

Council Strategic Session - Prioritization and Policy Priorities Update

#### Friday, January 29, 2016 - City Council

#### **Public Hearings/General Business**

15-0084 8:30 A.M. SPECIAL COUNCIL MEETING

Study/Budget Issues Workshop

#### Tuesday, February 9, 2016 - City Council

#### **Public Hearings/General Business**

**15-0392** Evaluate Timing of Park Dedication In-Lieu Fee Calculation and Payment

(Study Issue)

#### Tuesday, February 23, 2016 - City Council

#### **Public Hearings/General Business**

**16-0015** Discussion and Possible Action Regarding Adoption of Council-ranked

Study Issue Presentation Dates for 2016

**15-1009** Approve Loan Agreement with MidPen Housing and Application for AHSC

Grant for Benner Plaza Project, located at 460 Persian Drive

**15-1019** Approve the 2015 Annual Progress Report on Implementation of the

General Plan's Housing Element

#### **Date to be Determined - City Council**

#### **Public Hearings/General Business**

14-0035 Pilot Bicycle Boulevard Project on East-West and North-South Routes

(Study Issue)

14-0273 Optimization of Wolfe Road for Neighborhood and Commuters via

Reconfiguration and Signalization (Study Issue) (June 2016)

14-0429	Resolution Forming Homestead Road Underground Utility District - Public Hearing
15-0588	Peery Park Specific Plan and Environmental Impact Report (Spring 2016)
15-0603	Lawrence Station Area Plan and Final Environmental Impact Report (Spring 2016)
15-0605	Land Use and Transportation Element and Environmental Impact Report (Summer 2016)
15-0717	Consider Multi-family Residential Transportation Demand Management Programs
15-0788	Sunnyvale Golf Course Concession License Agreement



# City of Sunnyvale

# Agenda Item

**15-0918** Agenda Date: 12/1/2015

Information/Action Items

# 2015 INFORMATION/ACTION ITEMS COUNCIL DIRECTIONS TO STAFF

No.	Date Assigned	Directive/Action Required	Dept	Due Date	Date Completed
1.	8/18/15	Look for potential matching funds for the Lawrence/Wildwood project and adjust TIF assumptions as needed	DPW	March 2016	
2.	11/10/15	Try to locate and make available to Council a copy of the 1983 North – South Transportation Study	DPW		
3.	11/10/15	Provide a Report to Council with alternatives to provide full coverage for the school crossing guard program	DPS		
4.	11/10/15	Consider including a member of the Teen Advisory Committee as part of the Advisory Committee on Accessibility	LCS		
5.	11/10/15	Finalize time for the December 10 special Council meeting on downtown	OCM		11/12/15
6.	11/17/15	Follow up with Councilmember Meyering to provide a previous staff memo on Civic Center repair needs	OCM		11/19/15

1

Revised 11/19/15

# NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2015

No.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
1.	11/10/15	Proposed study issue regarding a policy for consolidation of curb cuts on redevelopment of properties on transit lines	Whittum/ Meyering	DPW	
2.	11/10/15	Explore Expanding Friendship City Relationship with Iizuka, Japan to a Sister City Relationship	Griffith/ Hendricks	OCM	
3.	11/17/15	Evaluate potential pedestrian safety improvements on Homestead Road to reduce impacts to area residents from the eventual conversion of Homestead Road bike lanes to full time. Include an assessment of the feasibility of making a connection to Homestead via the Londonderry path or other routes	Whittum/ Hendricks	DPW	

2 Revised 11/19/15



## City of Sunnyvale

#### **Agenda Item**

**15-0934** Agenda Date: 12/1/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

New Transportation Demand Management (TDM) Program Guidelines (Information Only)

#### **BACKGROUND**

Transportation Demand Management, or TDM, is the general term for a combination of strategies that strive to decrease the use of single occupant vehicle (SOV) travel and encourage people to use transit, walk, bike, and carpool. TDM emphasizes the movement of people rather than motor vehicles, and gives priority to other transportation modes in an effort to provide transportation options and reduce congestion. TDM strategies can include:

- Bike Parking
- Showers
- Transit Passes
- Carpool Parking
- Park and Ride Facilities
- Car Sharing
- Shuttles
- Vanpools
- Alternative Working Hours

The City has been utilizing TDM programs for a number of years. In 1999 the City developed a TDM Tool Kit as guidance to assist developers in the City of Sunnyvale to prepare, implement, and monitor the success of TDM plans and programs. As part of development approvals, the City has required TDM plans in an effort to reduce SOV trips and decrease congestion. The reduction of SOV trips as part of a TDM plan is usually referred to as a TDM trip reduction. Two examples of TDM plans and required trip reductions in the City are the requirements of the Moffett Park Specific Plan and the recently approved Landbank Development.

As regional growth and development has continued, the need for TDM programs has become even more important. As part of discussions with Council, staff had communicated that the City was in the process of updating its TDM guidelines, and staff would provide additional information once completed. This report provides the details of the new guidelines.

#### **DISCUSSION**

In an effort to achieve consistency as part of all new development, staff has prepared guidelines for the development of TDM programs, monitoring procedures to determine level of success, and penalty fees if the TDM reductions are not achieved. These are further described as part of Attachment 1 (Transportation Demand Management Program Guidelines), and summarized within

**15-0934** Agenda Date: 12/1/2015

this report. It must be noted that this staff operational document will be modified as needed if efficiencies or enhancements are identified as new TDM plans are developed. In addition, previously approved TDM plans will continue to meet the requirements established at their time of approval. However, if applicable and if it does not conflict with the approved plan, the monitoring and non-compliance fees will follow the new guidelines.

#### TDM Process and Requirements

Although the City has a history of requiring and implementing TDM plans, as part of these new guidelines, staff has developed a specific process and requirements for new TDM submittals. This will help provide clear direction to developers and help standardize TDM plans to allow for better management by staff. In summary, the TDM plan will be required to include all appropriate development project information, the required TDM trip reduction, proposed TDM measures, TDM program implementation, and monitoring and evaluation discussion.

#### Non-Compliance Penalty

The City's goal is to encourage developers to reach the required TDM trip reduction, however if the goal is not met, non-compliance penalties will be assessed. To determine the level of penalty and the calculation procedure, staff reviewed what other jurisdictions have implemented and analyzed the dollar value of TDM reductions per approved industry standards. While staff did not find an example that met all of the City's requirements, information in other City's programs did help craft the City's process. In general the City's process and fees are based on the following criteria:

- The penalties are based on the average cost to implement a TDM program and correlation to reduction of trips.
- The penalties are intended to encourage compliance. It is not the City's preference to collect penalties, but to encourage developers to reach their TDM goals. As such, the penalties have a sliding scale, and the closer you get to reaching the TDM requirement, the cost per trip penalty is reduced. This provides a financial incentive to ensure developers meet their goal or come as close as possible.
- There is a maximum penalty based on project size. The key reason for this is to ensure that
  the level of penalty is in line with the size of the project and that it is a reasonable penalty
  considering it can be collected on a yearly basis.

Staff has not determined the level of effort required to manage the TDM program and monitoring. As the program develops and gets implemented, staff will determine if it can be incorporated into current workload, or if additional staff will be required. Staff would propose that any penalty collected as part of this process be used towards funding for staff to support the TDM program and the implementation of multimodal and complete streets improvements or programs; however the Council will have the opportunity to make the final determination as part of the budget process. In May of 2016, staff will bring to Council an ordinance and resolution to adopt the penalties.

#### **Program Monitoring**

Currently TDM monitoring is typically completed through survey work by the property owners, and reviewed by the City. The new process will require that developers fund driveway counts (managed by the City) to determine if they have achieved the TDM goals. Property owners or tenants will be required to complete a report, using the counts provided by the City, by December 31<sup>st</sup> of each year after TDM plan implementation per the TDM Program. The reports will include all relevant project

**15-0934** Agenda Date: 12/1/2015

information, the count summary, and compliance discussion. If the project has not met its goals, they will receive a one-time six-month grace period to make the appropriate modifications to their TDM program. This grace period is only a one-time opportunity for each development and would only be available to property owners and tenants for the first monitoring period of their TDM program.

#### **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 held an outreach meeting with developers on November 4, 2015 and with the Moffett Park Business Group on November 9, 2015.

Prepared by: Manuel Pineda, Director of Public Works

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENT**

1. Transportation Demand Management Program Guidelines.



#### **DIVISION OF TRANSPORTATION AND TRAFFIC**

#### **Transportation Demand Management (TDM) Program Guidelines**

#### What is a TDM Program?

A TDM is the incorporation of a variety of incentives, services, and actions that influence the reduction of automobile trips in order to provide additional relief from congestion, parking and air quality impacts.

#### **TDM Process**

- 1. Identify development requiring a TDM, per Community Development Department
- 2. Include TDM requirements in Conditions of Approval (COA)
- 3. Owner submits draft TDM Plan
- 4. City reviews each draft of TDM Plan (owner shall allow a minimum of three weeks for review of each draft TDM Plan)
- 5. When the final TDM Plan is accepted, the program shall be implemented per requirements in this document. Upon acceptance the TDM program shall be implemented per City requirements.
- 6. TDM plan must be accepted by the City before building permits are issued.
- 7. Upon implementation of the program per requirements outlined in this document, the owner shall contact the City in writing to identify the designated TDM Coordinator, their contact information, occupancy date, and implementation date of the TDM plan. Such notification shall be sent to the City TDM Program (see page 5)

#### TDM Requirements

TDM goals – TDM are intended to reduce automobile trips in order to provide additional relief from congestion, parking and air quality impacts. Therefore, TDM plans are required to set trip reduction goals. Trip reduction goals are outlined in the project conditions of approval.

Plan submittals – The owner shall submit three (3) hard copies and one (1) electronic copy (PDF) of each of the draft TDMs, and three (3) hard copies and one (1) electronic copy (PDF) of the final TDM (the equivalent shall be submitted of any revised final plans required by the City). Electronic copies shall be submitted to the City's project planner, while hard copies can be mailed or delivered to the City's TDM Program. The review timeline will not begin until all copies of the plan are received.

*Program implementation* – TDM programs shall be implemented as follows:

a) Developments where the TDM plan is identified as a mitigation measure shall have full implementation of the program within a month of initial occupancy.

b) Other developments where TDM plans are required, shall have a complete and active TDM program in place upon 75% occupancy

Monitoring – The TDM Coordinators shall produce annual reports to the City. Additional monitoring and reporting requirements are noted in the Program Monitoring Procedures section below. The owner shall notify the City TDM Program Manager upon occupancy per requirements outlined in the "Program Implementation" subsection of this document. Driveway counts and staff review time as a way of monitoring trips are managed by the City, but funded by the owner.

TDM Coordinator – The owner is required to have a TDM Coordinator. The TDM Coordinator shall be responsible for implementing the TDM Plan and shall be the primary contact with the City. It shall be the owner's responsibility to notify the City if the TDM Coordinator or their contact information changes; the TDM Coordinator's name, mailing address, email address, and phone number shall always be kept up to date with the City's TDM Program Manager. TDM Coordinator changes shall be reported to the City in writing to the City TDM Program Manager.

#### TDM Plans

The owner shall use the City of Sunnyvale Transportation Demand Management Tool Kit (http://www.pmcworld.com/client/sunnyvale/documents/4-11-11/TDM-Tool-Kit.pdf) as guidance in preparation of the TDM plan. The plan shall include, but is not limited, to the items listed below. The plan shall be formatted in this order. Additional information, sections, or appendices can be added following the required content in their corresponding sections. Sections or information that is not applicable or feasible for the specific project shall be noted as such.

- 1. Cover Page
  - a. Site address
  - b. Owner name & address
  - c. Preparer consultant name, address, phone number
  - d. Submittal date
  - e. Final draft shall include file number issued with draft TDM comments from the City.
- 2. Table of Contents
- 3. Introduction and project description
  - a. Land use description
  - b. Trip reduction goals
  - c. Site plan (letter-size)
  - d. Area map (letter-size)
- 4. Trip Reduction Program and Mitigation Measures
- 5. Planning and Design Measures
  - a. Transit Service
  - b. Bicvcle and Pedestrian Access
  - c. Parking Management
  - d. Project Amenities
  - e. Exhibit highlighting TDM plan elements on the project site plan
- 6. Other TDM programs and measures
- 7. Implementation Mechanism
- 8. Monitoring & Evaluation
  - a. Preliminary Schedule (to include expected construction completion and anticipated 75 percent occupancy

- b. Acknowledgement that the City will administer annual driveway trip counts beginning at 75 percent occupancy. All costs associated with the counts and monitoring review will be paid for by the owner; the City will invoice the owner prior to the completion of the counts.
- c. Acknowledgement of non-compliance penalties per most up-to-date City TDM Program. Penalties are subject to change.
- 9. TDM Coordinator Contact Information

#### 10. Appendix

- a. Appendix A: Plan Summary (see Attachment 1 of this document for format of summary sheet that shall be included as part of this Appendix)
- b. Appendix B: Copy of project Conditions of Approval pertaining to TDM

#### Non-compliance Penalty

Non-compliance penalties will be determined by level of deficiency of the program. A \$3,000.00 per trip penalty will be used for the penalty calculation and may be assessed annually based on annual AM and PM peak hour trip counts. The penalty is based on 2015 dollars and will be increased by Engineering News Record (ENR) Bay Area Construction Cost Index every December starting December of 2016.

#### Calculation Detail

- Compliance determination will be based on maximum allowable AM and PM peak hour trips as identified in the conditions of approval
- Both AM and PM peak hour trips will be surveyed; the penalty is based on the highest deficiency of the two
- Reduction factors
  - o Achieve a 0%-9.9% reduction Pay full penalty (\$3,000 per trip)
  - o Achieve a 10%-19.9% reduction Pay 75 % penalty (\$2,250 per trip)
  - o Achieve 20%-29.9% reduction Pay 50% penalty (\$1,500 per trip)
  - o Achieve 30% or more Pay 25% of penalty (\$750 per trip)

#### Penalty Maximum

• All maximums are based on 2015 dollars. The amount will be increased by ENR Cost Index every December starting December of 2016.

Project Size	Maximum Annual Penalty
Less than 500,000 SF	\$300,000
500,000 SF to 1,000,000 SF	\$500,000
Greater than 1,000,000 SF	\$700,000

#### Example 1: Example 2: Project Size (P) = 425,000 SF o Project Size (P) = 1.264.135 SF o Expected AM Trips = 400 o Expected AM Trips = 2390 Expected PM Trips = 350 o Expected PM Trips = 3219 o AM/PM Trip reduction goal = 30% o AM/PM Trip reduction goal = 30% o Maximum Allowable AM Trips = Maximum Allowable AM Trips = 280 1673 Maximum Allowable PM Trips = Maximum Allowable PM Trips = o Actual AM Trips = 324 o Actual AM Trips = 2175 o Actual PM Trips = 213 o Actual PM Trips = 1931 o AM Reduction = 400-324=76 (19%) o AM Reduction = 2390-2175=215 o PM Reduction = 350-213=137 (9%)(39%)o PM Reduction = 3219-1931=1288

- Highest Deficiency = AM Trips, 44 trips deficient of goal
- o Per trip penalty = \$2,250
- o Total penalty = \$99,000 for cycle year

(40%)

- Highest Deficiency = AM Trips, 502 trips deficient of goal
- o Per trip penalty = \$3,000
- o Total penalty = \$700,000 (maximum penalty)

Penalties are subject to change at the City's discretion.

#### Program Monitoring Procedures

The City will be processing status reports on an annual basis. In advance of the monitoring cycle, the City will send out invoices to owners, via the designated TDM Coordinator(s). The invoices will be for costs associated with driveway counts and associated staff time. Payment of the invoices will be due approximately thirty (30) days from the invoice date. Upon receipt of payment, the City will schedule the driveway counts and upon completion of the counts, the data will be provided to the owner to complete to report. The annual status report will be due to the City the every year on December 31st, unless otherwise specified by the City's TDM Program Manager.

Developments that are compliant with goals will continue with annual monitoring as scheduled. Developments that are not compliant with goals will be re-invoiced for follow-up driveway counts. This will result in a six-month grace period and give developments the opportunity reach TDM trip reduction goals before incurring penalties. This grace period is only applicable to the first annual reporting following occupancy. Following this grace period, all non-compliant driveway counts will incur penalty hereafter.

While driveway counts will be done by the City, owners should conduct annual or semi-annual employee surveys to measure the effectiveness of the TDM program. The owner should conduct a survey before the TDM is implemented to establish a baseline.

#### Status reports

Status reports are due to the City on an annual basis and shall be submitted by the owner per the TDM monitoring procedures. The status report shall include, but is not limited to the items listed below.

- 1. Cover Page
  - a. Site address
  - b. Owner name & address
  - c. Preparer consultant name, address, phone number
  - d. Submittal date
  - e. File number
- 2. Driveway count summary
- 3. Development description
  - a. Owner(s) and owner(s) description
  - b. Owner occupancy dates
  - c. Site plan
  - d. Area map
- 4. List of TDM measures or programs currently in place
- 5. Summary of employee surveys conducted

- 6. Note compliance or non-compliance with goals. If non-compliant, note planned improvements in order to meet goals for next reporting cycle.
- 7. Latest TDM Coordinator Contact Information
- 8. Appendix
  - a. Appendix A: Plan Summary (see Attachment 1 of this document for format of summary sheet that shall be included as part of this Appendix)
  - b. Appendix B: Additional information on employee surveys conducted

#### City TDM Program Contact Information

Mailing Address: City of Sunnyvale

Transportation Demand Program Manager

456 W. Olive Avenue Sunnyvale, CA 94086

Phone Number: (408) 730-7415

#### **Attachment 1: Required Summary Sheet**

Site Address:	
Floor Area (square feet):	
Site Area (square feet):	
Land Use:	
TDM required as a mitigation measure	
(yes/no)?	
Owner(s) if known:	
List current TDM measures:	

Trip Generation Table

Trip Generation Table						
	$Code^1$	Land Use	Units	Unit	AM	PM
		Description <sup>1</sup>		Type <sup>2</sup>	Trips	Trips
Project use – 1						
Project use – 2 <sup>3</sup>						
Project use – 3 <sup>3</sup>						
Total						
Reduction Goal %						
Not to exceed trips						
Actual tips <sup>4</sup>						
Trip deficiency(-						
)/exceeding goal(+)						
1						

#### Notes:

- 1. All trip generation calculations shall be done per the latest version of the ITE Trip Generation Manual at the time of project approval. The edition applicable to this project is \_\_\_\_\_\_.
- 2. Unit type per ITE Trip Generation Manual (e.g. dwellings, occupied rooms, KSF)
- 3. Only applicable for multi-use projects.
- 4. Only applicable for annual reporting per driveway counts administered by the City.

# OF SUNNAL SUNFORMER

## City of Sunnyvale

#### **Agenda Item**

**15-1037 Agenda Date:** 12/1/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Board/Commission Resignations (Information Only)

#### **DISCUSSION**

This report informs Council that Michael Knaebel, who was appointed to the Personnel Board August 1, 2012 and serving a term to expire June 30, 2016, resigned from the board effective November 5, 2015. A letter of resignation has been filed with the Office of the City Clerk. With this resignation, the Personnel Board will have four members.

In addition, Chrichelle McCloud, who was appointed to the Housing and Human Services Commission February 12, 2014 and serving a term to expire June 30, 2017, resigned from the commission effective November 10, 2015. A letter of resignation has been filed with the Office of the City Clerk. With this resignation, the Housing and Human Services Commission will have six members.

In addition, Barbara Fukumoto, who was appointed to the Sustainability Commission July 1, 2012 and serving a term to expire June 30, 2016, resigned from the commission effective November 16, 2015. A letter of resignation has been filed with the Office of the City Clerk. With this resignation, the Sustainability Commission will have six members.

These vacancies will be included in the recruitment process for early 2016 appointments.

#### **EXISTING POLICY**

Administrative Policy, Chapter 1, General Management, Article 15, Section 2, Subdivision 8 states that when a resignation letter is received, staff shall prepare an Information Only Report to Council that indicates the resignation(s) and specifies the process staff recommends to fill the new vacancy.

#### **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.

Prepared by: Lisa Natusch, Deputy City Clerk

Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager



# City of Sunnyvale

#### Agenda Item

**15-0368** Agenda Date: 12/1/2015

Study Session Summary of November 17, 2015 - Discussion of Council 2016 Intergovernmental Relations Assignments

#### **Call to Order:**

Vice Mayor Martin-Milius called the meeting to order at 5 p.m.

#### **City Councilmembers Present:**

Mayor Jim Griffith
Vice Mayor Tara Martin-Milius
Councilmember David Whittum
Councilmember Jim Davis
Councilmember Glenn Hendricks
Councilmember Gustav Larsson

#### **City Councilmembers Absent:**

Councilmember Pat Meyering (recused)

#### **Public Comment:**

None.

#### Study Session Summary:

Councilmembers who are currently serving on a variety of intergovernmental assignments confirmed their desire to keep all of their assignments, with none slated to be dropped.

Councilmember Hendricks will replace Councilmember Whittum on the Fremont Union High School District Standing Subcommittee to Discuss Issues of Mutual Interest with Local School Districts.

Councilmembers also clarified a couple of position titles regarding their assignments.

Mayor-appointed IGR appointments will be determined after Council's selection of a new Mayor during their January 5, 2016 meeting.

#### Adjournment:

Vice Mayor Martin Milius adjourned the meeting at 5:10 p.m.