

Notice and Agenda City Council

Tuesday, February 28, 2017

4:30 PM

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

Special Meeting: Closed Session-4:30 PM | Study Session-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

17-0190

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: Sunnyvale Employee Association

(SEA)

5 Adjourn Special Meeting

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

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

<u>17-0030</u> Mary Avenue Overcrossing - Environmental Impact Report

- 4 Public Comment
- 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 Study Session

16-1102 Board and Commission Interviews

- 4 Public Comment
- 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

17-0196 SPECIAL ORDER OF THE DAY - Arbor Day Celebration and

Proclamation

17-0261 SPECIAL ORDER OF THE DAY - American Red Cross Month

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>17-0078</u> Approve City Council Meeting Minutes of February 7, 2017

Recommendation: Approve the City Council Meeting Minutes of February 7, 2017 as submitted.

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

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

1.C 17-0029 Award a Multi-year Contract for National Pollutant Discharge Elimination System (NPDES) Permit Technical Support Services for the Water Pollution Control Plant (F17-074)

Recommendation: 1) Award a five-year contract, in substantially the same form as Attachment 1 to the report and in an amount, not to exceed \$1,600,000 to EOA, Inc., and authorize the City Manager to execute the contract when all necessary conditions are met.

1.D <u>17-0042</u> Approve NOVA Strategic Local Plan and Approve NOVA as Career Services Provider at Sunnyvale NOVA Job Center

Recommendation: Approve the NOVA Strategic Local Plan and approve NOVA to be the adult and dislocated worker career services provider at the Sunnyvale NOVA Job Center.

1.E 17-0052 Award a Contract for the Installation of an Emergency Vehicle Traffic Signal Preemption System (F17-073) and Approve Budget Modification No. 33

Recommendation: 1) Award a contract, in substantially the same form as Attachment 1 to the report and in an amount of \$535,488 to Emtrac Systems and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) approve a 10% project contingency in the amount of \$53,549; 3) approve a budget modification in the amount of \$262,963.

1.F 17-0088 Award of Contract for Design and Construction Support Services for Traffic Signal Reconstruction at Mathilda Avenue and Indio Way (F17-009)

Recommendation: 1) Award a design contract, in substantially the same format as Attachment 1 to the report in an amount not-to-exceed \$137,916 to TJKM for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and approve a 10% design contingency in the amount of \$13,791.

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 Appoint Applicants to Boards and Commissions 16-0086

Recommendation: Staff makes no recommendation.

3 17-0082 Consider Terms of Exclusive Negotiating Agreement (ENA)

with The Related Companies of California, LLC for

Development of Affordable Housing on City Property Located at 441-499 W. Iowa Avenue (APNs 165-130-74, 165-130-46,

165-130-68, 165-130-45, 165-130-73, and 165-130-69)

Recommendation: Alternative 1: Approve draft Exclusive Negotiating Agreement

with The Related Companies of California, LLC for the development of the affordable housing project on Block 15; and authorize the City Manager to sign it in final form

substantially consistent with Attachment 1 to the report and as

approved by the City Attorney.

Approve Loan and Regulatory Agreements with MP Edwina 16-0992 Benner Associates, LP for a Loan of \$7.43 Million in Housing Mitigation Funds and a Loan of \$600,000 in HOME Funds for Edwina Benner Plaza Affordable Housing Development at 460 Persian Drive and Approve Budget Modification No. 31

Recommendation: Alternatives 1 and 3: 1) Approve Budget Modification No. 31 in the amount of \$2,430,000 and the HMF Loan and Regulatory Agreements with MP Edwina Benner Associates, LP, with a loan amount of \$7.43 million, in substantially the form provided in Attachments 1 and 2 to the report, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney; and 3) Approve the HOME Loan and Regulatory Agreements with MP Edwina Benner Associates, LP in substantially the form provided in Attachments 3 and 4 to the report, with a loan amount of \$600,000, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney.

5 17-0191 Adopt a Resolution Declaring City-Owned Property Located at 1484 Kifer Road (Unilever) as Surplus Property and Authorizing the Sale of the Unilever Property in Compliance with Government Code Section 54220 et seq. and approval of Budget Modification No. 32

Recommendation: Alternatives 1 and 2: 1) Adopt a resolution declaring the City-owned property located at 1484 Kifer Road as surplus property for sale, and begin the public notice process pursuant to Government Code Section 54222; if any agencies offer to purchase the property, begin good faith negotiations and return to Council for consideration; and approve Budget Modification No. 32 to appropriate \$15,000 for updated appraisals; and 2) If no offers are received pursuant to Government Code Section 54222 or price and terms cannot be agreed upon, then proceed with the sale of the properties on the open market via a Request for Proposal process.

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

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

<u>17-0077</u>	Tentative Council Meeting Agenda Calendar
<u>17-0016</u>	Information/Action Items
<u>17-0060</u>	Boards and Commissions Semi-Annual Attendance Report, July - December 2016 (Information Only)
<u>16-0944</u>	Addition of Graphic Panels to the Orchard Heritage Park Interactive Exhibit (OHPIE) (Information Only)
<u>17-0210</u>	Study Session Summary of January 31, 2017 - Valley Transportation Authority (VTA) Presentation on the Next Network Draft Plan for Proposed Changes to Transit in Sunnyvale (Information Only)

ADJOURNMENT

NOTICE TO THE PUBLIC

The agenda reports to council (RTCs) may be viewed on the City's website at sunnyvale.ca.gov after 7 p.m. on Thursdays or at the 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

17-0190 Agenda Date: 2/28/2017

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: Sunnyvale Employee Association (SEA)



Agenda Item

17-0030 Agenda Date: 2/28/2017

Mary Avenue Overcrossing - Environmental Impact Report



Agenda Item

16-1102 Agenda Date: 2/28/2017

Board and Commission Interviews



Agenda Item

17-0196 Agenda Date: 2/28/2017

SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation



Agenda Item

17-0261 Agenda Date: 2/28/2017

SPECIAL ORDER OF THE DAY - American Red Cross Month



Agenda Item

17-0078 Agenda Date: 2/28/2017

SUBJECT

Approve City Council Meeting Minutes of February 7, 2017

RECOMMENDATION

Approve the City Council Meeting Minutes of February 7, 2017 as submitted.



Meeting Minutes - Draft City Council

Tuesday, February 7, 2017

4:30 PM

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

Special Meetings: Closed Session- 4:30 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

Vice Mayor Larsson announced the items for Closed Session and invited any members of the public to provide public comments before convening to Closed Session.

Vice Mayor Larsson called the meeting to order at 4:32 p.m.

2 Roll Call

Present: 7 - Mayor Glenn Hendricks

Vice Mayor Gustav Larsson Councilmember Jim Griffith Councilmember Larry Klein Councilmember Nancy Smith Councilmember Russ Melton

Councilmember Michael S. Goldman

3 Public Comment

No speakers.

4 Convene to Closed Session

17-0139 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: Service Employees International

Union (SEIU)

16-1134

Closed Session held pursuant to California Government Code Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: "Block 15 Affordable Housing Site" located at 365-407 S. Mathilda Avenue and 388-406 Charles Street (APNs 165-13-045, 165-13-046, 165-13-068, 165-13-069, 165-13-073, 165-13-074)

City negotiators: City Manager Deanna Santana, Director of Community Development Trudi Ryan and Housing Officer Suzanne Isé

Negotiating parties: The Related Companies of California, LLC

Under negotiation: Price and terms of payment for a proposed long-term ground lease of City property (Exclusive Negotiating Agreement)

5 Adjourn Special Meeting

Vice Mayor Larsson adjourned the meeting at 5:55 p.m.

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

1 Call to Order in the West Conference Room (Open to the Public)

Vice Mayor Larsson called the meeting to order at 6:01 p.m.

2 Roll Call

Present: 7 - Mayor Glenn Hendricks

Vice Mayor Gustav Larsson Councilmember Jim Griffith Councilmember Larry Klein Councilmember Nancy Smith

Councilmember Russ Melton

Councilmember Michael S. Goldman

3 Public Comment

No speakers.

4 Study Session

<u>16-0087</u> Board and Commission Interviews

Melanie Holthaus: Housing and Human Services Commission (1st preference), Heritage Preservation (2nd preference) Daniel Howard: Planning Commission Daryoush Nafar: Planning Commission

5 Adjourn Special Meeting

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

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Hendricks called the meeting to order.

SALUTE TO THE FLAG

Mayor Hendricks led the salute to the flag.

ROLL CALL

Present: 7 - Mayor Glenn Hendricks

Vice Mayor Gustav Larsson Councilmember Jim Griffith Councilmember Larry Klein Councilmember Nancy Smith Councilmember Russ Melton

Councilmember Michael S. Goldman

CLOSED SESSION REPORT

Vice Mayor Larsson reported the Council met in Closed Session pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators, Employee organization: Service Employees International Union (SEIU); nothing to report.

Vice Mayor Larsson reported the Council met in Closed Session Closed Session held pursuant to California Government Code Section 54956.8: Conference with Real Property Negotiators, "Block 15 Affordable Housing Site" located at 365-407 S. Mathilda Avenue and 388-406 Charles Street; nothing to report.

SPECIAL ORDER OF THE DAY

17-0194 SPECIAL ORDER OF THE DAY - National African American History Month

Mayor Hendricks presented a proclamation in recognition of National African American History Month.

17-0197 SPECIAL ORDER OF THE DAY - National Slavery and Human Trafficking Prevention Month

Mayor Hendricks presented a proclamation in recognition of National Slavery and Human Trafficking Prevention Month.

17-0212 SPECIAL ORDER OF THE DAY - Certificate of Recognition to Director of Environmental Services Upon His Retirement

Mayor Hendricks presented a certificate to John Stufflebean in recognition of his retirement and over 5 years of service to the City.

ORAL COMMUNICATIONS

Councilmember Melton announced board and commission vacancies and an extended Board and Commission application deadline.

Jeanine Stanek, Heritage Park Museum, welcomed new Councilmembers and the new Chief of Public Safety, and announced upcoming events of the museum.

CONSENT CALENDAR

MOTION: Vice Mayor Larsson moved and Councilmember Klein seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks

Vice Mayor Larsson

Councilmember Griffith

Councilmember Klein

Councilmember Smith

Councilmember Melton

Councilmember Goldman

No: 0

1.A Approve City Council Meeting Minutes of January 24, 2017 Approve the City Council Meeting Minutes of January 24, 2017 as submitted.

1.B Approve City Council Meeting Minutes of January 31, 2017 Approve the City Council Meeting Minutes of January 31, 2017 as submitted.

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

Approve the list(s) of claims and bills.

1.D Award of Contract for the Corporation Yard Site Feasibility and Modernization Plan (F17-010) and Approval of Budget Modification No. 30 in the Amount of \$81,724

- 1) Award a contract in substantially the same form as Attachment 1 to the report and in an amount not to exceed \$259,749 to Kappe Architects Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met; 2) approve a 10% contract contingency in the amount of \$25,975; and 3) approve Budget Modification No. 30 in the amount of \$81,724 to provide additional project funding.
- **1.E** Approve the Third Amendment to Outside Counsel Agreement with Bertrand, Fox & Elliot for Litigation Services

Authorize the City Attorney to execute a Third Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Bertrand, Fox & Elliot to increase the not to exceed amount by \$100,000, for a new not to exceed contract amount of \$325,000.

1.F Adopt Ordinance No. 3108-17 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone certain 54 Contiguous Properties located between Carlisle Way, Dartshire Way and Mallard Way from R-0 (Low Density Residential Zoning District to R-0/S (Low Density Residential/Single-Story) Zoning District

Adopt Ordinance No. 3108-17.

1.G Adopt Ordinance No. 3109-17 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone certain 25 Contiguous Properties located between Torrington Drive on the North Side, Sesame Drive on the West Side and includes Snowberry Court from R-1 (Low Density Residential) Zoning District to R-1/S (Low Density Residential/Single-Story) Zoning District

Adopt Ordinance No. 3109-17.

1.H Adopt Ordinance No. 3110-17 to Repeal Chapter 9.54 (Human Habitation of Vehicles) of Title 9 (Public Health, Safety & Welfare) and Amend Section 10.16.140 (Parking for Certain Purposes Prohibited) of Chapter 10.16 (Parking

Regulations) of Title 10 (Vehicles and Traffic) of the Sunnyvale Municipal Code

Adopt Ordinance No. 3110-17.

PUBLIC HEARINGS/GENERAL BUSINESS

2 <u>17-0072</u> Authorize the City Manager to Explore a Partnership with the

Sunnyvale School District for the Joint Development and Operations of the Lakewood Branch Library and Learning

Center

Director of Library and Community Services Cynthia Bojorquez provided the staff report.

Public Hearing opened at 7:18 p.m.

Daniel Bremond, speaking for himself, spoke in support of Alternative 1.

Public Hearing closed at 7:18 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Smith seconded the motion to approve Alternative 1: Authorize the City Manager to proceed with a feasibility study and to explore a partnership with the Sunnyvale School District for the joint development and operations of a Lakewood Branch Library and Learning Center.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks

Vice Mayor Larsson Councilmember Griffith Councilmember Klein

Councilmember Smith
Councilmember Melton
Councilmember Coldman

Councilmember Goldman

No: 0

3 16-0664

Next Steps and Possible Options for the Sale of Property Located at 1050 & 1060 Innovation Way (Onizuka) and approval of Budget Modification No. 28

Director of Public Works Manuel Pineda provided the staff report. City Manager Deanna Santana provided additional information and noted a correction to a typo

on page 5 of the staff report: under Fiscal Impact, the Budget Modification states \$25,000 but the staff recommendation is to appropriate \$20,000. Director of Community Development Trudi Ryan and City Attorney John Nagel provided additional information.

Public Hearing opened at 7:49 p.m.

Alison Coy, Coordinator of Educational Operations, Fremont Union High School District, spoke regarding the Middle College dual enrollment program.

Lori Riehl, Coordinator of Pathways to Postsecondary Success, Fremont Union High School District, spoke regarding the Middle College dual enrollment program.

Bryan Emmert, Principal, Fremont High School, spoke in support of access to students on the North side of Sunnyvale.

Christine Mallery, Chief Business Officer, Fremont Union High School District, stated they had not heard the property had been surplussed.

Thuy Thi Nguyen, President, Foothill College, spoke regarding the potential for an innovative partnership with the City and stated students of color do well in a dual enrollment program.

Pearl Cheng, Foothill-DeAnza Board of Trustees, stated the district is in support of the initiative and ready to work with the City. Cheng stated Tyrus Miller, Vice Provost and Dean of Graduate Studies, UC Santa Cruz, was unable to attend the meeting due to the weather and read his remarks.

Dr. Judy Miner, Chancellor, Foothill-De Anza Community College District, spoke regarding the vision for the facility and shared a top ten list in support of their tripartite mission in Sunnyvale.

Public Hearing closed at 8:19 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Klein seconded the motion to approve Alternatives 1, 2, and 4: 1) Direct staff to proceed with a Request for Proposal for real estate broker services for the sale of the property on the open market and allowing at least 6 months from today at minimum to receive proposals; 2) Direct staff to proceed with the drafting of an amendment to the Moffett Park Specific Plan for City Council consideration at a future date to allow higher floor area ratio in connection with redevelopment of the Onizuka Parcels as described in

the report, and 4) Approve Budget Modification No 28 to Appropriate \$20,000 for updated appraisals and a Phase I Environmental Assessment.

FRIENDLY AMENDMENT: Councilmember Griffith offered a friendly amendment that when it goes out for a RFP that priority will be given to proposals that provide educational services or amenities that serve or otherwise complement the Moffett Park Business Area.

Vice Mayor Larsson and Councilmember Klein accepted the friendly amendment.

Councilmember Griffith further clarified that additional offices don't necessarily fall into that definition.

Vice Mayor Larsson concurred.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks

Vice Mayor Larsson
Councilmember Griffith
Councilmember Klein
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

4 <u>17-0205</u> Appoint a Council Representative to the Santa Clara Valley Water District Water Commission

Senior Management Analyst Yvette Blackford provided the staff report.

Public Hearing opened at 8:51 p.m.

No speakers.

Public Hearing closed at 8:51 p.m.

Councilmember Smith expressed interest in the position.

MOTION: Vice Mayor Larsson nominated Councilmember Smith to serve as the City's primary representative to the Santa Clara Valley Water District Water Commission. Councilmember Klein seconded the motion.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks

Vice Mayor Larsson
Councilmember Griffith
Councilmember Klein
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

Councilmember Klein expressed interest in the alternate position.

MOTION: Vice Mayor Larsson nominated Councilmember Larry Klein to serve as the City's alternate representative to the Santa Clara Valley Water District Water Commission. Councilmember Smith seconded the motion.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks

Vice Mayor Larsson

Councilmember Griffith

Councilmember Klein

Councilmember Smith

Councilmember Melton

Councilmember Goldman

No: 0

5 17-0070

Approve the Statement on Our City Values and Public Service Affirming the City of Sunnyvale's Commitment to Serving Our Diverse Community in a Respectful, Equitable, and Inclusive Manner

City Manager Deanna Santana provided the staff report.

Public Hearing opened at 9 p.m.

No speakers.

Public Hearing closed at 9 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Smith seconded the motion to approve Alternative 1: Approve and authorize the Mayor to sign the Statement on Our City Values and Public Service affirming commitment to serving our diverse community in a respectful, equitable, and inclusive manner attached as Attachment 1 to the report; with modifications to change the word "disability" to "level of ability" and the addition of "race, religion and ancestry" to the first bullet

one page one to align with the similar list on page two.

FRIENDLY AMENDMENT: Councilmember Griffith offered a friendly amendment to direct staff to look into rather than the change to the term "disability," to give staff the discretion to determine whether "disability" is an appropriate or inappropriate word to use and come up with the right language.

Vice Mayor Larsson and Councilmember Smith accepted the friendly amendment.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks

Vice Mayor Larsson

Councilmember Griffith

Councilmember Klein

Councilmember Smith

Councilmember Melton

Councilmember Goldman

No: 0

Following approval, Mayor Hendricks read the Statement on Our City Values and Public Service and ceremonially signed the document.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

None.

NON-AGENDA ITEMS & COMMENTS

-Council

None.

-City Manager

City Manager Santana announced a change to the Tentative Council Meeting Agenda Calendar that the Closed Session of February 21 will be rescheduled to February 28 at 4 p.m., and stated the two board and commission applicant interviews currently scheduled for February 21 may also be rescheduled.

INFORMATION ONLY REPORTS/ITEMS

17-0021 Tentative Council Meeting Agenda Calendar

<u>17-0015</u> Information/Action Items

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 9:12 p.m.

City of Sunnyvale Page 11



Agenda Item

16-1125 Agenda Date: 2/28/2017

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
853	01-22-17 through 01-28-17	\$1,850,328.32
854	01-29-17 through 02-04-17	\$1,139,393.87
855	02-05-17 through 02-11-17	\$1,515,129.78

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

ENVIRONMENTAL REVIEW

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

PUBLIC CONTACT

Public contact was made by posting the Council 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, Director of Finance

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

l6-1125	Agenda Date: 2/28/2017
ATTACHMENTS . List(s) of Claims and Bills Approved for Payment	
Liet(e) of Claims and Bills Approved for Faymont	

2/13/2017 Page 1 City of Sunnyvale **LIST # 853**

List of All Claims and Bills Approved for Payment For Payments Dated 1/22/2017 through 1/28/2017

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx288104	1/24/17	AT&T	000000000000000000000000000000000000000	Utilities - Telephone	3,102.00	0.00	3,102.00	\$3,102.00
			000009067120	•	*		,	
xxx288105	1/24/17	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1611058	Software As a Service	1,445.34	0.00	1,445.34	\$1,445.34
xxx288106	1/24/17	ALANIZ CONSTRUCTION INC	DWNTWNPAR KG#01	Construction Services	192,801.60	0.00	192,801.60	\$192,801.60
xxx288107	1/24/17	AMERICAN SOCIETY OF COMPOSERS AUTHORS &	1/1/17-1/14/18	Membership Fees	1,363.92	0.00	1,363.92	\$1,363.92
xxx288108	1/24/17	AMFASOFT CORP	ELNVILL-01	DED Services/Training - Training	4,950.00	0.00	4,950.00	\$4,950.00
xxx288109	1/24/17	ANDERSON PACIFIC ENGINEERING	EMRGNCYFLO W#04	Construction Services	17,763.08	0.00	17,763.08	\$17,763.08
xxx288110	1/24/17	BAY AREA NEWS GROUP DIGITAL FIRST	0005846969	Advertising Services	373.00	0.00	373.00	\$1,080.00
		MEDIA	0005851255-DEC	Advertising Services	199.00	0.00	199.00	
			0005860104	Advertising Services	161.00	0.00	161.00	
			0005869313	Advertising Services	172.00	0.00	172.00	
			0005872608	Advertising Services	175.00	0.00	175.00	
xxx288112	1/24/17	CSG CONSULTANTS INC	10316	Miscellaneous Services	5,600.00	0.00	5,600.00	\$5,600.00
xxx288113	1/24/17	CENTURY GRAPHICS	45953	Clothing, Uniforms & Access	348.29	0.00	348.29	\$348.29
xxx288114	1/24/17	CHICOBAG CO	CI-0000013184	Advertising Services	1,400.53	0.00	1,400.53	\$2,344.38
			CI-0000013184	General Supplies	943.85	0.00	943.85	
xxx288115	1/24/17	CITY OF SANTA CLARA MUNICIPAL UTILITIES	JAN2017	Utilities - Electric	529.68	0.00	529.68	\$529.68
xxx288116	1/24/17	COMCAST	01/07-02/06/17	Miscellaneous Services	76.31	0.00	76.31	\$76.31
xxx288117	1/24/17	CONTROL TECH WEST INC	2004	Engineering Services	10,000.00	0.00	10,000.00	\$10,000.00
xxx288118	1/24/17	CYBERSOURCE CORP	235950774505	Software As a Service	75.00	0.00	75.00	\$75.00
xxx288120	1/24/17	EMPIRE SAFETY & SUPPLY	0085278-IN	Inventory Purchase	15.84	0.00	15.84	\$15.84
xxx288121	1/24/17	FOXIT CORP	V161222U013	Software Licensing & Support	3,600.00	0.00	3,600.00	\$3,600.00
xxx288122	1/24/17	FREMONT UNION HIGH SCHOOL	V0100416	DED Services/Training - Training	49.50	0.00	49.50	\$49.50
		DISTRICT						
xxx288123	1/24/17	GLENMOUNT GLOBAL SOLUTIONS INC	AIS60239EV001	Misc Equip Maint & Repair - Materials	15,946.45	0.00	15,946.45	\$15,946.45
xxx288124	1/24/17	GOLDEN GATE TRUCK CENTER	F005751577:01	Parts, Vehicles & Motor Equip	242.21	0.00	242.21	\$242.21
xxx288125	1/24/17	HARD DRIVE GRAPHICS						\$4,936.75

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 15000	Description Clothing, Uniforms & Access	Invoice Amount 4,936.75	Discount Taken 0.00	Amount Paid 4,936.75	Payment Total
xxx288126	1/24/17	INTEGRATED ARCHIVE SYSTEMS INC	0083857-IN	Software Licensing & Support	5,760.83	0.00	5,760.83	\$5,760.83
xxx288127	1/24/17	KAESER COMPRESSORS INC	8136	Facilities Maintenance & Repair Labor	229.04	0.00	229.04	\$458.07
			8137	Facilities Maintenance & Repair Labor	229.03	0.00	229.03	
xxx288128	1/24/17	KELLY PAPER CO	8349348	General Supplies	1,346.97	0.00	1,346.97	\$1,346.97
xxx288129	1/24/17	KOHLWEISS AUTO PARTS INC	01PC8198	Inventory Purchase	79.68	1.59	78.09	\$78.09
xxx288130	1/24/17	LANGUAGE LINE SERVICES	3877495	Miscellaneous Services	602.25	0.00	602.25	\$3,461.26
			3897096	Miscellaneous Services	708.53	0.00	708.53	
			3916771	Miscellaneous Services	747.56	0.00	747.56	
			3936556	Miscellaneous Services	1,033.53	0.00	1,033.53	
			3956564	Miscellaneous Services	369.39	0.00	369.39	
xxx288131	1/24/17	LARRY WERTMAN	397	Rec Instructors/Officials	387.00	0.00	387.00	\$387.00
xxx288132	1/24/17	LAWSON PRODUCTS INC	9304633053	Miscellaneous Equipment Parts & Supplie	es 636.80	0.00	636.80	\$636.80
xxx288133	1/24/17	LEIGHTON STONE CORP	1140598	Water/Wastewater Treat Equip	1,143.93	0.00	1,143.93	\$1,143.93
xxx288134	1/24/17	MGT OF AMERICA INC	29275	Mandated Cost SB 90	4,350.00	0.00	4,350.00	\$4,350.00
xxx288135	1/24/17	MALLORY SAFETY & SUPPLY LLC	4198461	Inventory Purchase	59.89	0.00	59.89	\$425.11
			4198749	Inventory Purchase	253.62	0.00	253.62	
			4198756	Inventory Purchase	89.84	0.00	89.84	
			4199170	Inventory Purchase	21.76	0.00	21.76	
xxx288136	1/24/17	MCMASTER CARR SUPPLY CO	96327165	Electrical Parts & Supplies	152.09	0.00	152.09	\$152.09
xxx288137	1/24/17	MISSION LINEN SERVICE	503664247	Laundry & Cleaning Services	53.39	0.00	53.39	\$1,676.56
			503709450	Laundry & Cleaning Services	53.39	0.00	53.39	
			503758630	Laundry & Cleaning Services	53.39	0.00	53.39	
			503804629	Laundry & Cleaning Services	53.39	0.00	53.39	
			503849071	Laundry & Cleaning Services	53.39	0.00	53.39	
			503857327	Laundry & Cleaning Services	43.18	0.00	43.18	
			503866450	Laundry & Cleaning Services	54.30	0.00	54.30	
			503866451	Laundry & Cleaning Services	76.54	0.00	76.54	
			503866452	Laundry & Cleaning Services	60.96	0.00	60.96	
			503866461	Laundry & Cleaning Services	76.54	0.00	76.54	
			503894347	Laundry & Cleaning Services	53.39	0.00	53.39	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 503901931	Description Laundry & Cleaning Services	Invoice Amount 46.54	Discount Taken 0.00	Amount Paid 46.54	Payment Total
			503915203	Laundry & Cleaning Services	54.30	0.00	54.30	
			503915204	Laundry & Cleaning Services	76.54	0.00	76.54	
			503915205	Laundry & Cleaning Services	60.96	0.00	60.96	
			503915214	Laundry & Cleaning Services	76.54	0.00	76.54	
			503942434	Laundry & Cleaning Services	53.39	0.00	53.39	
			503950807	Laundry & Cleaning Services	43.18	0.00	43.18	
			503960859	Laundry & Cleaning Services	54.30	0.00	54.30	
			503960860	Laundry & Cleaning Services	76.54	0.00	76.54	
			503960861	Laundry & Cleaning Services	60.96	0.00	60.96	
			503960870	Laundry & Cleaning Services	76.54	0.00	76.54	
			503986147	Laundry & Cleaning Services	53.39	0.00	53.39	
			503997801	Laundry & Cleaning Services	43.18	0.00	43.18	
			504014569	Laundry & Cleaning Services	54.30	0.00	54.30	
			504014570	Laundry & Cleaning Services	76.54	0.00	76.54	
			504014571	Laundry & Cleaning Services	60.96	0.00	60.96	
			504014580	Laundry & Cleaning Services	76.54	0.00	76.54	
xxx288140	1/24/17	OCCUPATIONAL TRAINING INSTITUTE	WIA-1340	DED Services/Training - Training	272.59	0.00	272.59	\$2,170.90
			WIA-1341	DED Services/Training - Training	413.07	0.00	413.07	
			WIA-1342	DED Services/Training - Training	466.50	0.00	466.50	
			WIA-1343	DED Services/Training - Training	1,018.74	0.00	1,018.74	
xxx288142	1/24/17	PACIFIC ECO-RISK	12749	Water Lab Services	3,010.00	0.00	3,010.00	\$3,010.00
xxx288143	1/24/17	PAN ASIAN PUBLICATIONS INC	U-15047	Library Acquis, Audio/Visual	1,194.31	0.00	1,194.31	\$1,194.31
xxx288144	1/24/17	PLAY-WELL TEKNOLOGIES	DB11506	Rec Instructors/Officials	2,400.00	0.00	2,400.00	\$2,400.00
xxx288145	1/24/17	RANKIN STOCK HEABERLIN	34059	Legal Services	791.00	0.00	791.00	\$791.00
xxx288146	1/24/17	RAYVERN LIGHTING SUPPLY CO INC	47811-1	Inventory Purchase	572.36	0.00	572.36	\$3,055.54
			47924-0	Inventory Purchase	1,698.03	0.00	1,698.03	
			48104-0	Inventory Purchase	785.15	0.00	785.15	
xxx288147	1/24/17	REED & GRAHAM INC	879552	Materials - Land Improve	71.29	0.00	71.29	\$1,359.04
			879798	Materials - Land Improve	1,287.75	0.00	1,287.75	
xxx288148	1/24/17	REGISTRAR OF VOTERS	INV2016023	Election Services	375,987.00	0.00	375,987.00	\$375,987.00

Payment	Payment							
No. xxx288149	Date 1/24/17	Vendor Name ROSS RECREATION EQUIPMENT CO INC	Invoice No. 110037	Description Materials - Land Improve	Invoice Amount 2,605.69	Discount Taken 0.00	Amount Paid 2,605.69	Payment Total \$3,000.20
			I10080	Materials - Land Improve	394.51	0.00	394.51	
xxx288150	1/24/17	SCS ENGINEERS	0292360	Engineering Services	400.00	0.00	400.00	\$400.00
xxx288151	1/24/17	SCS FIELD SERVICES INC	0292637	Engineering Services	1,395.00	0.00	1,395.00	\$7,387.42
			0292698	Engineering Services	5,992.42	0.00	5,992.42	
xxx288152	1/24/17	SAFETY KLEEN SYSTEMS INC	72326477	Facilities Maintenance & Repair Labor	45.00	0.00	45.00	\$45.00
xxx288153	1/24/17	SAFEWAY INC	800396-011817	Food Products	15.01	0.00	15.01	\$15.01
xxx288154	1/24/17	SAN FRANCISCO BAY BIRD OBSERVATORY	1039	Water Lab Services	1,569.00	0.00	1,569.00	\$1,569.00
xxx288155	1/24/17	SAN JOSE CONSERVATION CORPS	6619	Recycling Services	4,166.67	0.00	4,166.67	\$4,166.67
xxx288156	1/24/17	SANTA CLARA VALLEY ELECTRIC	2017-3150.3	Electrical Parts & Supplies	1,478.00	0.00	1,478.00	\$1,478.00
xxx288157	1/24/17	SHRED-IT USA	8121490543	Records Related Services	308.00	0.00	308.00	\$308.00
xxx288158	1/24/17	SILICON VALLEY LEADERSHIP	FY16/17 QTR2	Outside Group Funding	1,500.00	0.00	1,500.00	\$1,500.00
xxx288159	1/24/17	SIMPLEX GRINNELL	79072121	Facilities Maintenance & Repair Labor	422.07	0.00	422.07	\$2,654.09
			79072122	Facilities Maintenance & Repair Labor	366.69	0.00	366.69	
			79072123	Facilities Maintenance & Repair Labor	696.72	0.00	696.72	
			79072124	Facilities Maintenance & Repair Labor	268.89	0.00	268.89	
			79072205	Facilities Maintenance & Repair Labor	899.72	0.00	899.72	
xxx288160	1/24/17	SPARTAN TOOL LLC	536669	Inventory Purchase	1,449.99	0.00	1,449.99	\$1,449.99
xxx288161	1/24/17	STATE BOARD OF EQUALIZATION	2016 FUEL TAX	Taxes & Licenses - Misc	209.51	0.00	209.51	\$209.51
xxx288162	1/24/17	STATE BOARD OF EQUALIZATION	OCT-DEC2016	Taxes & Licenses - Misc	1,473.48	0.00	1,473.48	\$1,473.48
xxx288163	1/24/17	STIFEL NICOLAUS & CO INC	010917-0028	Financial Services	2,464.09	0.00	2,464.09	\$2,464.09
xxx288164	1/24/17	TJKM	0045779	Consultants	11,534.24	0.00	11,534.24	\$11,534.24
xxx288165	1/24/17	TIGER MARTIAL ARTS ACADEMY INC	111216	Rec Instructors/Officials	470.40	0.00	470.40	\$1,019.20
			91016	Rec Instructors/Officials	548.80	0.00	548.80	
xxx288166	1/24/17	TRICOR AMERICA INC	M636792	Contracts/Service Agreements	737.00	0.00	737.00	\$737.00
xxx288167	1/24/17	UNITED ROTARY BRUSH CORP	CI196416	Inventory Purchase	3,513.92	0.00	3,513.92	\$3,513.92
xxx288168	1/24/17	UNITED SITE SERVICES INC	114-4861645	Equipment Rental/Lease	159.76	0.00	159.76	\$159.76
xxx288170	1/24/17	UNIVAR USA INC	SJ792971	Chemicals	4,116.66	0.00	4,116.66	\$4,116.66
xxx288171	1/24/17	UNIVERSITY OF CALIFORNIA SANTA	57388	DED Services/Training - Training	3,240.00	0.00	3,240.00	\$33,372.00
		CRUZ	57390	DED Services/Training - Training	3,420.00	0.00	3,420.00	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 57392	Description DED Services/Training - Training	Invoice Amount 4,545.00	Discount Taken 0.00	Amount Paid 4,545.00	Payment Total
			57396	DED Services/Training - Training	3,339.00	0.00	3,339.00	
			57398	DED Services/Training - Training	5,130.00	0.00	5,130.00	
			57400	DED Services/Training - Training	4,806.00	0.00	4,806.00	
			57402	DED Services/Training - Training	4,428.00	0.00	4,428.00	
			57405	DED Services/Training - Training	4,464.00	0.00	4,464.00	
xxx288172	1/24/17	VMI INC	238053	Miscellaneous Equipment Parts & Supplie	s 294.58	0.00	294.58	\$1,451.67
			238274	Miscellaneous Equipment Parts & Supplie	s 1,157.09	0.00	1,157.09	
xxx288173	1/24/17	VWR INTERNATIONAL LLC	8047158544	General Supplies	97.67	0.00	97.67	\$402.04
			8047163718	General Supplies	41.80	0.00	41.80	
			8047192164	General Supplies	81.82	0.00	81.82	
			8047195470	General Supplies	43.62	0.00	43.62	
			8047280364	General Supplies	42.13	0.00	42.13	
			8047280365	General Supplies	95.00	0.00	95.00	
xxx288174	1/24/17	WHCI PLUMBING SUPPLY	S2174059.001	Bldg Maint Matls & Supplies	316.74	0.00	316.74	\$316.74
xxx288175	1/24/17	WRA	22204-2-27914	Consultants	21,219.34	0.00	21,219.34	\$21,219.34
xxx288176	1/24/17	WECK LABORATORIES INC	W6L3795	Water Lab Services	1,030.24	0.00	1,030.24	\$1,030.24
xxx288177	1/24/17	WELLS FARGO FINANCIAL LEASING	5003648532	Equipment Rental/Lease	171.31	0.00	171.31	\$171.31
xxx288178	1/24/17	WINSUPPLY OF SILICON VALLEY	668477 00	Miscellaneous Equipment Parts & Supplie	s 430.26	0.00	430.26	\$568.71
			668650 00	Miscellaneous Equipment Parts & Supplie	s 138.45	0.00	138.45	
xxx288179	1/24/17	YOGA @ CINDYS INC	012517-030617	City Wellness Program	2,400.00	0.00	2,400.00	\$2,400.00
xxx288180	1/24/17	NEARMAP US INC	INV00027800	Computer Software	1,501.00	0.00	1,501.00	\$2,500.00
			INV00027800	Software Licensing & Support	999.00	0.00	999.00	
xxx288181	1/24/17	CA GOVERNORS OFFICE OF EMERGENCY SERVICE	0405-16	Training and Conferences	900.00	0.00	900.00	\$900.00
xxx288182	1/24/17	DEPT OF FORESTRY & FIRE PROTECTION	130342	Training and Conferences	168.00	0.00	168.00	\$1,240.00
			139954	Training and Conferences	388.00	0.00	388.00	
			140131	Training and Conferences	228.00	0.00	228.00	
			140158	Training and Conferences	228.00	0.00	228.00	
			140159	Training and Conferences	228.00	0.00	228.00	
xxx288183	1/24/17	OFFICEMAX CONTRACT INC	24128912302016	Supplies, Office 1	4.08	0.00	4.08	\$11,662.28

List of All Claims and Bills Approved for Payment For Payments Dated 1/22/2017 through 1/28/2017

Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 35962111292016	Description Supplies, Office 1	Invoice Amount 313.71	Discount Taken 0.00	Amount Paid 313.71	Payment Total
43529611292016	Supplies, Office 1	17.17	0.00	17.17	
44096511172016	Supplies, Office 1	-8.65	0.00	-8.65	
44468111152016	Supplies, Office 1	4,442.95	0.00	4,442.95	
44518511162016	Supplies, Office 1	351.68	0.00	351.68	
44702711152016	Supplies, Office 1	61.35	0.00	61.35	
44815111152016	Supplies, Office 1	45.38	0.00	45.38	
45033211172016	Supplies, Office 1	8.09	0.00	8.09	
45167111162016	Supplies, Office 1	48.07	0.00	48.07	
45591011162016	Supplies, Office 1	163.79	0.00	163.79	
45605711162016	Inventory Purchase	201.14	0.00	201.14	
45634611162016	Supplies, Office 1	1,726.82	0.00	1,726.82	
45697511172016	Inventory Purchase	82.82	0.00	82.82	
45904511162016	Supplies, Office 1	195.02	0.00	195.02	
46030011172016	Supplies, Office 1	43.72	0.00	43.72	
46038811172016	Supplies, Office 1	12.83	0.00	12.83	
46053011172016	Supplies, Office 1	260.93	0.00	260.93	
46613411172016	Supplies, Office 1	55.98	0.00	55.98	
46649611182016	Supplies, Office 1	351.68	0.00	351.68	
46883911172016	Supplies, Office 1	68.49	0.00	68.49	
47031811182016	Supplies, Office 1	76.50	0.00	76.50	
47359711182016	Supplies, Office 1	63.19	0.00	63.19	
47365411182016	Supplies, Office 1	29.05	0.00	29.05	
47721211182016	Supplies, Office 1	295.87	0.00	295.87	
47750211182016	Supplies, Office 1	224.33	0.00	224.33	
47793211212016	Supplies, Office 1	127.85	0.00	127.85	
47800511212016	Supplies, Office 1	49.85	0.00	49.85	
47870611222016	Supplies, Office 1	106.45	0.00	106.45	
47882211212016	Supplies, Office 1	91.83	0.00	91.83	
48140611212016	Supplies, Office 1	156.82	0.00	156.82	
48342911212016	Supplies, Office 1	132.31	0.00	132.31	

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List of All Claims and Bills Approved for Payment For Payments Dated 1/22/2017 through 1/28/2017

Payment	Payment	
No.	Date	Vendor Name

Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
48498811212016	Supplies, Office 1	229.36	0.00	229.36	
48538211212016	Supplies, Office 1	-2,348.87	0.00	-2,348.87	
48725311232016	Supplies, Office 1	62.32	0.00	62.32	
48749411222016	Supplies, Office 1	7.45	0.00	7.45	
49026211222016	Supplies, Office 1	147.33	0.00	147.33	
49029511222016	Supplies, Office 1	14.11	0.00	14.11	
49036011232016	Supplies, Office 1	17.86	0.00	17.86	
49085511222016	Supplies, Office 1	96.78	0.00	96.78	
49393411292016	Supplies, Office 1	-44.33	0.00	-44.33	
49394111232016	Supplies, Office 1	-108.55	0.00	-108.55	
49396511292016	Supplies, Office 1	-29.44	0.00	-29.44	
49599112122016	Supplies, Office 1	20.51	0.00	20.51	
49660211232016	Supplies, Office 1	466.38	0.00	466.38	
50242611232016	Supplies, Office 1	374.08	0.00	374.08	
50434811282016	Supplies, Office 1	61.00	0.00	61.00	
50482211282016	Supplies, Office 1	608.29	0.00	608.29	
50689211282016	Supplies, Office 1	69.24	0.00	69.24	
51012211282016	Supplies, Office 1	445.95	0.00	445.95	
51124711282016	Supplies, Office 1	120.20	0.00	120.20	
51301911292016	Supplies, Office 1	142.98	0.00	142.98	
51390911292016	Supplies, Office 1	2,000.92	0.00	2,000.92	
51501211292016	Supplies, Office 1	222.55	0.00	222.55	
51634111292016	Supplies, Office 1	328.74	0.00	328.74	
51956511292016	Supplies, Office 1	615.79	0.00	615.79	
52028311292016	Supplies, Office 1	398.98	0.00	398.98	
52460512072016	Supplies, Office 1	58.61	0.00	58.61	
52461212072016	Supplies, Office 1	58.61	0.00	58.61	
52634611302016	Supplies, Office 1	12.84	0.00	12.84	
52704411302016	Supplies, Office 1	72.59	0.00	72.59	
53126312012016	Supplies, Office 1	175.93	0.00	175.93	
53135812052016	Supplies, Office 1	-211.03	0.00	-211.03	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 53136512022016	Description Supplies, Office 1	Invoice Amount -27.14	Discount Taken 0.00	Amount Paid -27.14	Payment Total
			53157312012016	Supplies, Office 1	68.51	0.00	68.51	
			53313112012016	Supplies, Office 1	16.68	0.00	16.68	
			53328712012016	Supplies, Office 1	51.71	0.00	51.71	
			53471412012016	Supplies, Office 1	30.90	0.00	30.90	
			53495012012016	Supplies, Office 1	269.75	0.00	269.75	
			55431412062016	Supplies, Office 1	-351.68	0.00	-351.68	
			55437612072016	Supplies, Office 1	-1,631.57	0.00	-1,631.57	
			55446412062016	Supplies, Office 1	-254.71	0.00	-254.71	
			55992912072016	Supplies, Office 1	-292.00	0.00	-292.00	
			56652112082016	Supplies, Office 1	-106.45	0.00	-106.45	
xxx288189	1/24/17	PACIFIC GAS & ELECTRIC CO	05225890201216	Utilities - Gas	466.97	0.00	466.97	\$108,502.35
			05225892761216	Utilities - Electric	2,225.19	0.00	2,225.19	
			06075133001216	Utilities - Electric	10.94	0.00	10.94	
			11059228291216	Utilities - Electric	82.13	0.00	82.13	
			11059229931216	Utilities - Electric	94.72	0.00	94.72	
			12847684121216	Utilities - Electric	11.01	0.00	11.01	
			14823837851216	Utilities - Electric	50.61	0.00	50.61	
			18068041901216	Utilities - Electric	113.53	0.00	113.53	
			19867842521216	Utilities - Electric	40.16	0.00	40.16	
			22868920921216	Utilities - Electric	119.58	0.00	119.58	
			24528699501216	Utilities - Electric	10.18	0.00	10.18	
			25900730021216	Utilities - Electric	65.15	0.00	65.15	
			32725920071216	Utilities - Electric	13.93	0.00	13.93	
			32725920351216	Utilities - Gas	8.66	0.00	8.66	
			32725921321216	Utilities - Electric	201.59	0.00	201.59	
			32725921481216	Utilities - Electric	249.50	0.00	249.50	
			32725921491216	Utilities - Electric	11.98	0.00	11.98	
			32725921601216	Utilities - Gas	47.98	0.00	47.98	
			32725921801216	Utilities - Electric	18.22	0.00	18.22	
			32725921981216	Utilities - Electric	923.97	0.00	923.97	

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List of All Claims and Bills Approved for Payment For Payments Dated 1/22/2017 through 1/28/2017

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 32725922051216	Description Utilities - Electric	Invoice Amount 51.79	Discount Taken 0.00	Amount Paid 51.79	Payment Total
32725922091216	Utilities - Electric	1,824.39	0.00	1,824.39	
32725922411216	Utilities - Electric	1,096.03	0.00	1,096.03	
32725922521216	Utilities - Electric	497.17	0.00	497.17	
32725923351216	Utilities - Electric	179.95	0.00	179.95	
32725923401216	Utilities - Electric	24.68	0.00	24.68	
32725923711216	Utilities - Electric	12.40	0.00	12.40	
32725923771216	Utilities - Electric	232.55	0.00	232.55	
32725924171216	Utilities - Electric	22.33	0.00	22.33	
32725924971216	Utilities - Electric	12.18	0.00	12.18	
32725925001216	Utilities - Electric	800.05	0.00	800.05	
32725925231216	Utilities - Electric	54.05	0.00	54.05	
32725925371216	Utilities - Electric	253.96	0.00	253.96	
32725925631216	Utilities - Electric	1,466.98	0.00	1,466.98	
32725925891216	Utilities - Electric	104.52	0.00	104.52	
32725925921216	Utilities - Electric	648.71	0.00	648.71	
32725926211216	Utilities - Electric	506.23	0.00	506.23	
32725926441216	Utilities - Electric	1,282.11	0.00	1,282.11	
32725926471216	Utilities - Electric	1,097.88	0.00	1,097.88	
32725926951216	Utilities - Electric	33.03	0.00	33.03	
32725927041216	Utilities - Electric	12.47	0.00	12.47	
32725927341216	Utilities - Electric	719.55	0.00	719.55	
32725927361216	Utilities - Gas	546.65	0.00	546.65	
32725927381216	Utilities - Electric	135.88	0.00	135.88	
32725927401216	Utilities - Electric	84.27	0.00	84.27	
32725927511216	Utilities - Electric	718.10	0.00	718.10	
32725928251216	Utilities - Electric	22.56	0.00	22.56	
32725928591216	Utilities - Electric	201.14	0.00	201.14	
32725929221216	Utilities - Electric	566.29	0.00	566.29	
32725929281216	Utilities - Electric	44.72	0.00	44.72	
32725929751216	Utilities - Electric	147.56	0.00	147.56	

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List of All Claims and Bills Approved for Payment For Payments Dated 1/22/2017 through 1/28/2017

Sorted by Payment Number

Payment Payment No. Date Vendor Name

Invoice No. 35642590101216	Description Utilities - Electric	Invoice Amount 78.63	Discount Taken 0.00	Amount Paid 78.63	Payment Total
35642590151216	Utilities - Electric	60.02	0.00	60.02	
35642590201216	Utilities - Electric	62.57	0.00	62.57	
35642590251216	Utilities - Electric	160.12	0.00	160.12	
35642590301216	Utilities - Electric	105.08	0.00	105.08	
35642590351216	Utilities - Electric	75.89	0.00	75.89	
35642590401216	Utilities - Electric	111.28	0.00	111.28	
35642590451216	Utilities - Electric	72.97	0.00	72.97	
35642590501216	Utilities - Electric	59.48	0.00	59.48	
35642590651216	Utilities - Electric	67.72	0.00	67.72	
35642590701216	Utilities - Electric	60.79	0.00	60.79	
35642590751216	Utilities - Electric	106.20	0.00	106.20	
35642590801216	Utilities - Electric	95.08	0.00	95.08	
35642590851216	Utilities - Electric	54.95	0.00	54.95	
35642590951216	Utilities - Electric	14.64	0.00	14.64	
35642591001216	Utilities - Electric	139.59	0.00	139.59	
35642591051216	Utilities - Electric	64.14	0.00	64.14	
35642591101216	Utilities - Electric	58.42	0.00	58.42	
35642591151216	Utilities - Electric	76.30	0.00	76.30	
35642591251216	Utilities - Electric	91.80	0.00	91.80	
35642591301216	Utilities - Electric	40.18	0.00	40.18	
35642591351216	Utilities - Electric	113.69	0.00	113.69	
35642591401216	Utilities - Electric	73.92	0.00	73.92	
35642591451216	Utilities - Electric	56.22	0.00	56.22	
35642591501216	Utilities - Electric	43.45	0.00	43.45	
35642591551216	Utilities - Electric	47.29	0.00	47.29	
35642591601216	Utilities - Electric	63.68	0.00	63.68	
35642591651216	Utilities - Electric	87.96	0.00	87.96	
35642591701216	Utilities - Electric	81.03	0.00	81.03	
35642591751216	Utilities - Electric	69.17	0.00	69.17	
35642591801216	Utilities - Electric	54.40	0.00	54.40	

Sorted by Payment Number

Payment Payment No. Date Vendor Name

Invoice No.	Description	Invoice Amount I	Discount Taken	Amount Paid	Payment Total
35642591851216	Utilities - Electric	60.24	0.00	60.24	Tayment Total
35642591901216	Utilities - Electric	51.49	0.00	51.49	
35642591951216	Utilities - Electric	86.24	0.00	86.24	
35642592001216	Utilities - Electric	98.54	0.00	98.54	
35642592051216	Utilities - Electric	81.21	0.00	81.21	
35642592101216	Utilities - Electric	102.30	0.00	102.30	
35642592151216	Utilities - Electric	76.84	0.00	76.84	
35642592201216	Utilities - Electric	77.39	0.00	77.39	
35642592251216	Utilities - Electric	35.80	0.00	35.80	
35642592301216	Utilities - Electric	60.89	0.00	60.89	
35642592351216	Utilities - Electric	10.18	0.00	10.18	
35642592401216	Utilities - Electric	106.31	0.00	106.31	
35642592451216	Utilities - Electric	53.59	0.00	53.59	
35642592501216	Utilities - Electric	58.42	0.00	58.42	
35642592551216	Utilities - Electric	82.13	0.00	82.13	
35642592601216	Utilities - Electric	75.75	0.00	75.75	
35642592651216	Utilities - Electric	96.18	0.00	96.18	
35642592701216	Utilities - Electric	75.01	0.00	75.01	
35642592751216	Utilities - Electric	60.42	0.00	60.42	
35642592801216	Utilities - Electric	112.41	0.00	112.41	
35642592851216	Utilities - Electric	62.79	0.00	62.79	
35642592901216	Utilities - Electric	61.33	0.00	61.33	
35642592951216	Utilities - Electric	83.23	0.00	83.23	
35642593001216	Utilities - Electric	85.59	0.00	85.59	
35642593051216	Utilities - Electric	91.43	0.00	91.43	
35642593101216	Utilities - Electric	83.41	0.00	83.41	
35642593201216	Utilities - Electric	72.83	0.00	72.83	
35642593251216	Utilities - Electric	12.82	0.00	12.82	
35642593301216	Utilities - Electric	87.05	0.00	87.05	
35642593351216	Utilities - Electric	65.71	0.00	65.71	
35642593401216	Utilities - Electric	82.50	0.00	82.50	

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Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
35642593451216	Utilities - Electric	64.62	0.00	64.62	
35642593501216	Utilities - Electric	75.75	0.00	75.75	
35642593551216	Utilities - Electric	59.88	0.00	59.88	
35642593601216	Utilities - Electric	94.16	0.00	94.16	
35642593651216	Utilities - Electric	87.96	0.00	87.96	
35642593701216	Utilities - Electric	80.30	0.00	80.30	
35642593751216	Utilities - Electric	53.90	0.00	53.90	
35642593801216	Utilities - Electric	58.83	0.00	58.83	
35642593851216	Utilities - Electric	10.52	0.00	10.52	
35642593901216	Utilities - Electric	58.10	0.00	58.10	
35642593951216	Utilities - Electric	55.92	0.00	55.92	
35642594001216	Utilities - Electric	71.22	0.00	71.22	
35642594051216	Utilities - Electric	42.42	0.00	42.42	
35642594101216	Utilities - Electric	42.78	0.00	42.78	
35642594151216	Utilities - Electric	60.65	0.00	60.65	
35642594251216	Utilities - Electric	110.41	0.00	110.41	
35642594301216	Utilities - Electric	71.77	0.00	71.77	
35642594351216	Utilities - Electric	62.66	0.00	62.66	
35642594401216	Utilities - Electric	70.86	0.00	70.86	
35642594451216	Utilities - Electric	74.13	0.00	74.13	
35642594501216	Utilities - Electric	52.45	0.00	52.45	
35642594551216	Utilities - Electric	97.29	0.00	97.29	
35642594601216	Utilities - Electric	102.75	0.00	102.75	
35642594651216	Utilities - Electric	104.57	0.00	104.57	
35642594701216	Utilities - Electric	93.46	0.00	93.46	
35642594751216	Utilities - Electric	79.24	0.00	79.24	
35642594801216	Utilities - Electric	88.35	0.00	88.35	
35642594851216	Utilities - Electric	56.62	0.00	56.62	
35642594901216	Utilities - Electric	72.84	0.00	72.84	
35642594951216	Utilities - Electric	105.10	0.00	105.10	
35642595001216	Utilities - Electric	80.85	0.00	80.85	

Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Description Utilities - Electric	Invoice Amount 83.58	Discount Taken 0.00	Amount Paid 83.58	Payment Total
Utilities - Electric	93.62	0.00	93.62	
Utilities - Electric	60.99	0.00	60.99	
Utilities - Electric	83.22	0.00	83.22	
Utilities - Electric	54.22	0.00	54.22	
Utilities - Electric	59.88	0.00	59.88	
Utilities - Electric	64.47	0.00	64.47	
Utilities - Electric	64.47	0.00	64.47	
Utilities - Electric	122.05	0.00	122.05	
Utilities - Electric	48.47	0.00	48.47	
Utilities - Electric	54.51	0.00	54.51	
Utilities - Electric	49.20	0.00	49.20	
Utilities - Electric	54.04	0.00	54.04	
Utilities - Electric	67.25	0.00	67.25	
Utilities - Electric	64.50	0.00	64.50	
Utilities - Electric	56.85	0.00	56.85	
Utilities - Electric	108.60	0.00	108.60	
Utilities - Electric	62.32	0.00	62.32	
Utilities - Electric	120.54	0.00	120.54	
Utilities - Electric	99.77	0.00	99.77	
Utilities - Electric	78.28	0.00	78.28	
Utilities - Electric	71.92	0.00	71.92	
Utilities - Electric	57.71	0.00	57.71	
Utilities - Electric	68.08	0.00	68.08	
Utilities - Electric	57.89	0.00	57.89	
Utilities - Electric	75.92	0.00	75.92	
Utilities - Electric	58.26	0.00	58.26	
Utilities - Electric	52.32	0.00	52.32	
Utilities - Electric	98.33	0.00	98.33	
Utilities - Electric	54.95	0.00	54.95	
Utilities - Electric	10.18	0.00	10.18	
	Utilities - Electric	Utilities - Electric 93.62 Utilities - Electric 60.99 Utilities - Electric 83.22 Utilities - Electric 54.22 Utilities - Electric 59.88 Utilities - Electric 64.47 Utilities - Electric 64.47 Utilities - Electric 122.05 Utilities - Electric 48.47 Utilities - Electric 49.20 Utilities - Electric 54.51 Utilities - Electric 67.25 Utilities - Electric 64.50 Utilities - Electric 108.60 Utilities - Electric 120.54 Utilities - Electric 120.54 Utilities - Electric 78.28 Utilities - Electric 57.71 Utilities - Electric 57.89 Utilities - Electric 58.26 Utilities - Electric 52.32 Utilities - Electric 52.32 Utilities - Electric 54.95	Utilities - Electric 83.58 0.00 Utilities - Electric 93.62 0.00 Utilities - Electric 60.99 0.00 Utilities - Electric 83.22 0.00 Utilities - Electric 54.22 0.00 Utilities - Electric 64.47 0.00 Utilities - Electric 64.47 0.00 Utilities - Electric 122.05 0.00 Utilities - Electric 48.47 0.00 Utilities - Electric 49.20 0.00 Utilities - Electric 54.51 0.00 Utilities - Electric 54.04 0.00 Utilities - Electric 67.25 0.00 Utilities - Electric 64.50 0.00 Utilities - Electric 108.60 0.00 Utilities - Electric 120.54 0.00 Utilities - Electric 78.28 0.00 Utilities - Electric 57.71 0.00 Utilities - Electric 57.89 0.00 Utilities - Electric 57.89 0.00	Utilities - Electric 83.58 0.00 83.58 Utilities - Electric 93.62 0.00 93.62 Utilities - Electric 60.99 0.00 60.99 Utilities - Electric 83.22 0.00 83.22 Utilities - Electric 54.22 0.00 54.22 Utilities - Electric 64.47 0.00 64.47 Utilities - Electric 64.47 0.00 64.47 Utilities - Electric 122.05 0.00 122.05 Utilities - Electric 48.47 0.00 48.47 Utilities - Electric 49.20 0.00 49.20 Utilities - Electric 54.04 0.00 54.51 Utilities - Electric 67.25 0.00 67.25 Utilities - Electric 64.50 0.00 64.50 Utilities - Electric 68.55 0.00 56.85 Utilities - Electric 108.60 0.00 108.60 Utilities - Electric 78.28 0.00 78.28 Utilities - Electri

Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 36207652981216	Description Utilities - Electric	Invoice Amount 87.58	Discount Taken 0.00	Amount Paid 87.58	Payment Total
38257235831216	Utilities - Electric	10.73	0.00	10.73	
39509111001216	Utilities - Electric	47.46	0.00	47.46	
43142590151216	Utilities - Gas	7.85	0.00	7.85	
43142590251216	Utilities - Gas	49.94	0.00	49.94	
43142590301216	Utilities - Gas	8.38	0.00	8.38	
43142597201216	Utilities - Electric	977.62	0.00	977.62	
43142597641216	Utilities - Electric	1,657.51	0.00	1,657.51	
43357992721216	Utilities - Electric	12.36	0.00	12.36	
45039216731216	Utilities - Electric	12.13	0.00	12.13	
48131400741216	Utilities - Electric	9.53	0.00	9.53	
52896844241216	Utilities - Gas	491.85	0.00	491.85	
52896847891216	Utilities - Electric	862.65	0.00	862.65	
56892570121216	Utilities - Electric	14.77	0.00	14.77	
56892570471216	Utilities - Electric	12.27	0.00	12.27	
56892570611216	Utilities - Electric	14.01	0.00	14.01	
56892570851216	Utilities - Electric	10.18	0.00	10.18	
56892571501216	Utilities - Electric	12.77	0.00	12.77	
56892572231216	Utilities - Electric	10.18	0.00	10.18	
56892573211216	Utilities - Electric	12.39	0.00	12.39	
56892573281216	Utilities - Electric	10.18	0.00	10.18	
56892573341216	Utilities - Electric	11.91	0.00	11.91	
56892573451216	Utilities - Electric	10.18	0.00	10.18	
56892574541216	Utilities - Electric	12.38	0.00	12.38	
56892574611216	Utilities - Electric	12.62	0.00	12.62	
56892574691216	Utilities - Electric	12.40	0.00	12.40	
56892574721216	Utilities - Electric	12.27	0.00	12.27	
56892574931216	Utilities - Electric	12.11	0.00	12.11	
56892575241216	Utilities - Electric	12.27	0.00	12.27	
56892575251216	Utilities - Electric	12.60	0.00	12.60	
56892575561216	Utilities - Electric	12.68	0.00	12.68	

Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 56892575841216	Description Utilities - Electric	Invoice Amount 14.11	Discount Taken 0.00	Amount Paid 14.11	Payment Total
56892576281216	Utilities - Electric	12.38	0.00	12.38	
56892576481216	Utilities - Electric	13.08	0.00	13.08	
56892576591216	Utilities - Electric	11.39	0.00	11.39	
56892576671216	Utilities - Electric	12.47	0.00	12.47	
56892576691216	Utilities - Electric	12.54	0.00	12.54	
56892577221216	Utilities - Electric	12.18	0.00	12.18	
56892577391216	Utilities - Electric	12.77	0.00	12.77	
56892578181216	Utilities - Electric	10.79	0.00	10.79	
56892578671216	Utilities - Electric	12.15	0.00	12.15	
56892578891216	Utilities - Electric	12.20	0.00	12.20	
56892578981216	Utilities - Electric	12.57	0.00	12.57	
56892579011216	Utilities - Electric	10.18	0.00	10.18	
56892579641216	Utilities - Electric	12.38	0.00	12.38	
56892579811216	Utilities - Electric	12.35	0.00	12.35	
60225900041216	Utilities - Electric	52,930.31	0.00	52,930.31	
60225900081216	Utilities - Electric	7,907.36	0.00	7,907.36	
60225900141216	Utilities - Electric	44.91	0.00	44.91	
60225900151216	Utilities - Electric	22.89	0.00	22.89	
60225900161216	Utilities - Electric	12.45	0.00	12.45	
60225900171216	Utilities - Electric	11.32	0.00	11.32	
60225900221216	Utilities - Electric	808.34	0.00	808.34	
60225900261216	Utilities - Electric	44.56	0.00	44.56	
60225900451216	Utilities - Electric	212.21	0.00	212.21	
60225901981216	Utilities - Electric	79.71	0.00	79.71	
60225902641216	Utilities - Electric	50.67	0.00	50.67	
60225902901216	Utilities - Electric	360.12	0.00	360.12	
60225904171216	Utilities - Electric	13.39	0.00	13.39	
60225904581216	Utilities - Electric	102.09	0.00	102.09	
60225905101216	Utilities - Electric	4.83	0.00	4.83	
60225905571216	Utilities - Electric	88.85	0.00	88.85	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 60225905581216	Description Utilities - Electric	Invoice Amount 12.42	Discount Taken 0.00	Amount Paid 12.42	Payment Total
			60225905591216	Utilities - Electric	12.42	0.00	12.42	
			60225905601216	Utilities - Electric	7,154.24	0.00	7,154.24	
			60225906211216	Utilities - Electric	4.83	0.00	4.83	
			60225906601216	Utilities - Electric	128.18	0.00	128.18	
			60225908581216	Utilities - Electric	97.85	0.00	97.85	
			60225909051216	Utilities - Electric	14.77	0.00	14.77	
			60225909411216	Utilities - Electric	106.01	0.00	106.01	
			60225909831216	Utilities - Electric	99.64	0.00	99.64	
			63004478111216	Utilities - Electric	64.42	0.00	64.42	
			66172622091216	Utilities - Electric	28.56	0.00	28.56	
			74408230821216	Utilities - Electric	65.71	0.00	65.71	
			81008623481216	Utilities - Electric	10.38	0.00	10.38	
			81008624651216	Utilities - Electric	10.38	0.00	10.38	
			81008625371216	Utilities - Electric	121.41	0.00	121.41	
			81008626651216	Utilities - Electric	13.76	0.00	13.76	
			81703231611216	Utilities - Electric	17.64	0.00	17.64	
			91475900451216	Utilities - Gas	397.24	0.00	397.24	
			91475903191216	Utilities - Electric	103.29	0.00	103.29	
			91475904101216	Utilities - Electric	778.81	0.00	778.81	
			91475904311216	Utilities - Electric	421.45	0.00	421.45	
			91475907051216	Utilities - Electric	276.74	0.00	276.74	
			91475907471216	Utilities - Electric	665.98	0.00	665.98	
			91475908691216	Utilities - Electric	460.43	0.00	460.43	
			91475909641216	Utilities - Electric	2,189.09	0.00	2,189.09	
			91475909791216	Utilities - Electric	700.11	0.00	700.11	
			94639783771216	Utilities - Electric	55.66	0.00	55.66	
xxx288211	1/24/17	MAUREEN E VELASQUEZ	530959	Lib - Lost & Damaged Circulation	64.75	0.00	64.75	\$64.75
xxx288212	1/24/17	SEQUOIA DEL REY	DREY/DINAPAL	Miscellaneous Payment	90,941.18	0.00	90,941.18	\$90,941.18
xxx288213	1/24/17	SEWARD SCHREDER CONSTRUCTION	185363-21988	Refund Utility Account Credit	3,666.73	0.00	3,666.73	\$3,666.73

Payment No. xxx288214	Payment Date 1/24/17	Vendor Name TENNYSON ELECTRIC INC	Invoice No. M#285902	Description Deposits Payable - Hydrant Meter	Invoice Amount 2,303.00	Discount Taken 0.00	Amount Paid 2,303.00	Payment Total \$2,252.93
			M#285902	Water Sales - Metered	-18.15	0.00	-18.15	
			M#285902	Damage to City Property	-31.92	0.00	-31.92	
xxx288215	1/26/17	3E CO ENVIRONMENTAL ECOLOGICAL & ENG	3EU0073741	Occupational Health and Safety Services - Other	2,012.50	0.00	2,012.50	\$2,012.50
xxx288216	1/26/17	A J GOLF CAR CENTER	17717	Misc Equip Maint & Repair - Materials	164.28	0.00	164.28	\$164.28
xxx288217	1/26/17	AT&T	4291535305	Software As a Service	270.45	0.00	270.45	\$270.45
xxx288218	1/26/17	ADVANCED CHEMICAL TRANSPORT INC	124364	HazMat Disposal - Hazardous Waste Disposal	8,858.24	0.00	8,858.24	\$11,342.24
			125670	HazMat Disposal - Hazardous Waste Disposal	2,484.00	0.00	2,484.00	
xxx288220	1/26/17	AGILENT TECHNOLOGIES INC	112042719	General Supplies	427.39	0.00	427.39	\$679.41
			112128785	General Supplies	252.02	0.00	252.02	
xxx288221	1/26/17	AIRGAS USA LLC	9054110157	General Supplies	237.32	0.00	237.32	\$1,213.20
			9054796244	General Supplies	49.77	0.00	49.77	
			9054796505	General Supplies	99.55	0.00	99.55	
			9058701539	General Supplies	577.29	0.00	577.29	
			9941952430	General Supplies	249.27	0.00	249.27	
xxx288222	1/26/17	ALPINE AWARDS INC	5514507	Clothing, Uniforms & Access	8,740.24	0.00	8,740.24	\$8,804.83
			5514638	Clothing, Uniforms & Access	11.85	0.00	11.85	
			5514696	Clothing, Uniforms & Access	52.74	0.00	52.74	
xxx288223	1/26/17	ARBORWELL	IN81574	Services Maintain Land Improv	4,889.79	0.00	4,889.79	\$11,189.79
			IN81577	Services Maintain Land Improv	6,300.00	0.00	6,300.00	
xxx288225	1/26/17	BADGER METER INC	1140898	Water Meters	7,617.36	0.00	7,617.36	\$28,131.60
			1141116	Water Meters	20,514.24	0.00	20,514.24	
xxx288226	1/26/17	BAY AREA NEWS GROUP DIGITAL FIRST	0005869322	Advertising Services	282.00	0.00	282.00	\$890.00
		MEDIA	0005869332RE	Advertising Services	186.00	0.00	186.00	
			0005875710	Advertising Services	422.00	0.00	422.00	
xxx288227	1/26/17	BAY PRO LANDSCAPE SERVICES INC	M4901	Services Maintain Land Improv	711.00	0.00	711.00	\$711.00
xxx288228	1/26/17	BENCHMARK ENVIRONMENTAL ENGINEEERING	E16-2236	General Supplies	325.00	0.00	325.00	\$325.00
xxx288229	1/26/17	BERTRAND FOX ELLIOT OSMAN & WENZEL	25942	Legal Services	460.10	0.00	460.10	\$36,943.69

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 26101	Description Legal Services	Invoice Amount 34,141.31	Discount Taken 0.00	Amount Paid 34,141.31	Payment Total
			26102	Legal Services	466.35	0.00	466.35	
			26103	Legal Services	1,715.48	0.00	1,715.48	
			26104	Legal Services	160.45	0.00	160.45	
xxx288230	1/26/17	BOETHING TREELAND FARMS INC	SI-1099865	Materials - Land Improve	1,600.38	0.00	1,600.38	\$1,600.38
xxx288231	1/26/17	BRIGHTVIEW TREE CO	5229426	Materials - Land Improve	2,262.23	0.00	2,262.23	\$2,262.23
xxx288232	1/26/17	BUCKLES-SMITH ELECTRIC CO	3012150-00	Electrical Parts & Supplies	25.83	0.00	25.83	\$468.87
			3012150-01	Electrical Parts & Supplies	255.60	0.00	255.60	
			3013243-00	Electrical Parts & Supplies	-1,403.01	0.00	-1,403.01	
			3016892-00	Electrical Parts & Supplies	1,051.41	0.00	1,051.41	
			3017773-00	Miscellaneous Equipment Parts & Supplie	s 539.04	0.00	539.04	
xxx288233	1/26/17	CSG CONSULTANTS INC	10260	Consultants	16,273.75	0.00	16,273.75	\$16,273.75
xxx288234	1/26/17	CALIFA GROUP	9185	Library Periodicals/Databases	3,000.00	0.00	3,000.00	\$7,944.00
			9224	Library Periodicals/Databases	4,944.00	0.00	4,944.00	
xxx288235	1/26/17	CALIFORNIA SPORTS CENTER	CSC1116RE	Rec Instructors/Officials	57,215.94	0.00	57,215.94	\$57,215.94
xxx288236	1/26/17	CALTRONICS BUSINESS SYSTEMS	2116110	Equipment Rental/Lease	13,078.36	0.00	13,078.36	\$13,078.36
xxx288237	1/26/17	CONSOLIDATED PARTS INC	5036106	Electrical Parts & Supplies	203.81	0.00	203.81	\$459.37
			5036208	Electrical Parts & Supplies	255.56	0.00	255.56	
xxx288238	1/26/17	CORIX WATER PRODUCTS (US) INC	17613036088	Materials - Land Improve	744.93	0.00	744.93	\$12,805.01
			17713000312	Water Meters	1,868.36	0.00	1,868.36	
			17713000425	Water Meters	7,473.40	0.00	7,473.40	
			17713000434	Materials - Land Improve	238.66	0.00	238.66	
			17713000561	Supplies, Safety	80.58	0.00	80.58	
			17713001251	Inventory Purchase	2,421.40	22.32	2,399.08	
xxx288239	1/26/17	EOA INC	SU43-1116	Consultants	21,956.02	0.00	21,956.02	\$21,956.02
xxx288240	1/26/17	EL ANDAR TRANSLATION	3649	Graphics Services	119.51	0.00	119.51	\$119.51
xxx288241	1/26/17	EMPIRE SAFETY & SUPPLY	0085319-IN	Inventory Purchase	130.42	0.00	130.42	\$403.32
			0085321-IN	Inventory Purchase	272.90	0.00	272.90	
xxx288242	1/26/17	FEDEX	5-659-79390	Mailing & Delivery Services	5.12	0.00	5.12	\$14.15
			5-673-46154	Mailing & Delivery Services	9.03	0.00	9.03	
xxx288243	1/26/17	FEDERAL EXPRESS CORP	5-645-14834	Mailing & Delivery Services	5.68	0.00	5.68	\$29.02

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 5-652-49484	Description Mailing & Delivery Services	Invoice Amount 17.68	Discount Taken 0.00	Amount Paid 17.68	Payment Total
			5-673-83096	Mailing & Delivery Services	5.66	0.00	5.66	
xxx288244	1/26/17	FERGUSON ENTERPRISES INC 1423	1233913	Inventory Purchase	3,368.93	31.05	3,337.88	\$44,617.88
			1234056	Water Meter Boxes, Vaults, and Lids	41,280.00	0.00	41,280.00	
xxx288245	1/26/17	FISHER SCIENTIFIC CO LLC	5964413	General Supplies	155.87	0.00	155.87	\$1,341.18
			7451398	General Supplies	1,185.31	0.00	1,185.31	
xxx288246	1/26/17	FOSTER BROS SECURITY SYSTEMS INC	285470	Bldg Maint Matls & Supplies	1,806.27	0.00	1,806.27	\$1,806.27
xxx288247	1/26/17	FRANK A OLSEN CO INC	39503-2016	Water/Wastewater Treat Equip	5,356.79	0.00	5,356.79	\$5,356.79
xxx288248	1/26/17	GALE/CENGAGE LEARNING	59638090	Library Acquisitions, Books	318.48	0.00	318.48	\$407.86
			59671124	Library Acquisitions, Books	89.38	0.00	89.38	
xxx288249	1/26/17	GEORGE HILLS CO INC	INV1011447	Liability Claims Adjustor	6,703.20	0.00	6,703.20	\$6,703.20
xxx288250	1/26/17	GRANITE CONSTRUCTION CO	1106051	Materials - Land Improve	1,285.08	0.00	1,285.08	\$1,285.08
xxx288251	1/26/17	HUMANSCALE CORP	2243098	Furniture	283.58	0.00	283.58	\$283.58
xxx288252	1/26/17	HYBRID COMMERCIAL PRINTING INC	26018	Printing & Related Services	592.69	0.00	592.69	\$783.00
			26019	Printing & Related Services	190.31	0.00	190.31	
xxx288253	1/26/17	IDEXX DISTRIBUTION GROUP	3011244565	General Supplies	4,500.52	0.00	4,500.52	\$4,500.52
xxx288254	1/26/17	IMPERIAL SPRINKLER SUPPLY	2812621-01	Materials - Land Improve	114.19	0.00	114.19	\$114.19
xxx288255	1/26/17	INTEGRATED ARCHIVE SYSTEMS INC	0083928-IN	Hardware Maintenance	51,411.78	0.00	51,411.78	\$51,411.78
xxx288256	1/26/17	JOHNSON ROBERTS & ASSOC INC	131052	Investigation Expense	13.00	0.00	13.00	\$13.00
xxx288257	1/26/17	KMVT COMMUNITY TELEVISION	6926	Engineering Services	5,104.63	0.00	5,104.63	\$5,104.63
xxx288259	1/26/17	L3 COMMUNICATIONS MOBILE VISION INC	0250792-IN	Comm Equip Maintain & Repair - Materials 2	146.16	0.00	146.16	\$146.16
xxx288260	1/26/17	LEIU	17-165	Membership Fees	595.00	0.00	595.00	\$595.00
xxx288261	1/26/17	LAW ENFORCEMENT PSYCHOLOGICAL	1701022	Investigation Expense	540.00	0.00	540.00	\$2,145.00
		SERV INC	1701023	Investigation Expense	800.00	0.00	800.00	
			1701024	Investigation Expense	405.00	0.00	405.00	
			1701025	Investigation Expense	400.00	0.00	400.00	
xxx288262	1/26/17	M&M COMMUNICATIONS INC	US0305	Comm Equip Maintain & Repair - Labor 1	1 1,865.00	0.00	1,865.00	\$1,865.00
xxx288263	1/26/17	MUFG UNION BANK NA	090116-113016	Financial Services	15,682.72	0.00	15,682.72	\$15,682.72
xxx288264	1/26/17	MALLORY SAFETY & SUPPLY LLC	4201235	Inventory Purchase	75.95	0.00	75.95	\$460.50
			4202058	Inventory Purchase	384.55	0.00	384.55	
xxx288265	1/26/17	MCMASTER CARR SUPPLY CO						\$1,254.10

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 91341142	Description Miscellaneous Equipment Parts & Supplie	Invoice Amount es 58.93	Discount Taken 0.00	Amount Paid 58.93	Payment Total
			91388401	Chemicals	82.68	0.00	82.68	
			93106524	Miscellaneous Equipment Parts & Supplie	es 419.16	0.00	419.16	
			97576601	General Supplies	64.41	0.00	64.41	
			97577083	Miscellaneous Equipment Parts & Supplie	es 485.89	0.00	485.89	
			98479040	Miscellaneous Equipment Parts & Supplie	es 143.03	0.00	143.03	
xxx288266	1/26/17	MIDWEST TAPE	94642797	Library Acquis, Audio/Visual	334.92	0.00	334.92	\$1,619.52
			94646583	Library Acquis, Audio/Visual	1,033.52	0.00	1,033.52	
			94646585	Library Acquis, Audio/Visual	19.54	0.00	19.54	
			94650104	Library Acquis, Audio/Visual	43.49	0.00	43.49	
			94650105	Library Acquis, Audio/Visual	188.05	0.00	188.05	
xxx288267	1/26/17	ON ASSIGNMENT LAB SUPPORT	LAB550266438	Salaries - Contract Personnel	-240.00	0.00	-240.00	\$1,320.00
			LAB550267670	Salaries - Contract Personnel	1,560.00	0.00	1,560.00	
xxx288268	1/26/17	PACIFIC TELEMANAGEMENT SERVICES	893114	Utilities - Telephone	75.00	0.00	75.00	\$75.00
xxx288269	1/26/17	PINE CONE LUMBER CO INC	680207	Electrical Parts & Supplies	8.69	0.00	8.69	\$1,037.15
			680501	Electrical Parts & Supplies	1,028.46	0.00	1,028.46	
xxx288270	1/26/17	QUEST SOFTWARE INC	1000709351	Software Licensing & Support	9,184.00	0.00	9,184.00	\$9,184.00
xxx288271	1/26/17	R&G APPLIANCE SERVICE	49976	Facilities Maint & Repair - Labor	139.65	0.00	139.65	\$304.92
			49976	Facilities Maint & Repair - Materials	165.27	0.00	165.27	
xxx288272	1/26/17	ROSS RECREATION EQUIPMENT CO INC	I10137	Materials - Land Improve	3,281.05	0.00	3,281.05	\$3,281.05
xxx288273	1/26/17	S & L FENCE CO	03731	Services Maintain Land Improv	2,487.20	0.00	2,487.20	\$3,637.20
			03732	Facilities Maint & Repair - Labor	1,150.00	0.00	1,150.00	
xxx288274	1/26/17	SIERRA PACIFIC TURF SUPPLY INC	0493069-IN	Materials - Land Improve	664.16	0.00	664.16	\$1,110.10
			0493195-IN	Materials - Land Improve	445.94	0.00	445.94	
xxx288275	1/26/17	SILICON VALLEY TOW	77628	Vehicle Towing Services	1,000.00	0.00	1,000.00	\$1,875.00
			77629	Vehicle Towing Services	875.00	0.00	875.00	
xxx288276	1/26/17	SMART & FINAL INC	199871-011817	Food Products	293.89	0.00	293.89	\$293.89
xxx288277	1/26/17	SUMMIT UNIFORMS	37395-2016	Clothing, Uniforms & Access	139.52	0.00	139.52	\$16,582.17
			37396-2016	Clothing, Uniforms & Access	139.52	0.00	139.52	
			37397-2016	Clothing, Uniforms & Access	155.87	0.00	155.87	
			37401-2016	Clothing, Uniforms & Access	231.08	0.00	231.08	

Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 37450-2016	Description Clothing, Uniforms & Access	Invoice Amount 13.08	Discount Taken 0.00	Amount Paid 13.08	Payment Total
37451	Clothing, Uniforms & Access	26.16	0.00	26.16	
37531	Clothing, Uniforms & Access	43.60	0.00	43.60	
37617	Clothing, Uniforms & Access	215.82	0.00	215.82	
37618	Clothing, Uniforms & Access	107.91	0.00	107.91	
37619	Clothing, Uniforms & Access	231.08	0.00	231.08	
37620	Clothing, Uniforms & Access	223.45	0.00	223.45	
37627	Clothing, Uniforms & Access	92.65	0.00	92.65	
37709	Clothing, Uniforms & Access	80.66	0.00	80.66	
37712-2016	Clothing, Uniforms & Access	639.83	0.00	639.83	
37713	Clothing, Uniforms & Access	639.83	0.00	639.83	
37714	Clothing, Uniforms & Access	594.05	0.00	594.05	
37715	Clothing, Uniforms & Access	570.07	0.00	570.07	
37716	Clothing, Uniforms & Access	594.05	0.00	594.05	
37717-2016	Clothing, Uniforms & Access	639.83	0.00	639.83	
37718	Clothing, Uniforms & Access	639.83	0.00	639.83	
37719	Clothing, Uniforms & Access	639.83	0.00	639.83	
37720	Clothing, Uniforms & Access	488.32	0.00	488.32	
37747	Clothing, Uniforms & Access	110.09	0.00	110.09	
37810	Clothing, Uniforms & Access	69.76	0.00	69.76	
37835	Clothing, Uniforms & Access	269.23	0.00	269.23	
37836	Clothing, Uniforms & Access	269.23	0.00	269.23	
37837	Clothing, Uniforms & Access	269.23	0.00	269.23	
37870	Clothing, Uniforms & Access	19.62	0.00	19.62	
37880	Clothing, Uniforms & Access	195.11	0.00	195.11	
37885	Clothing, Uniforms & Access	431.64	0.00	431.64	
37970	Clothing, Uniforms & Access	22.89	0.00	22.89	
37971	Clothing, Uniforms & Access	22.89	0.00	22.89	
37972	Clothing, Uniforms & Access	22.89	0.00	22.89	
37973	Clothing, Uniforms & Access	22.89	0.00	22.89	
37974	Clothing, Uniforms & Access	22.89	0.00	22.89	

Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 37975	Description Clothing, Uniforms & Access	Invoice Amount 22.89	Discount Taken 0.00	Amount Paid 22.89	Payment Total
37976	Clothing, Uniforms & Access	22.89	0.00	22.89	
37977	Clothing, Uniforms & Access	22.89	0.00	22.89	
37978	Clothing, Uniforms & Access	22.89	0.00	22.89	
37981-2016	Clothing, Uniforms & Access	161.32	0.00	161.32	
37982	Clothing, Uniforms & Access	161.32	0.00	161.32	
37983	Clothing, Uniforms & Access	215.82	0.00	215.82	
37984	Clothing, Uniforms & Access	139.52	0.00	139.52	
37985	Clothing, Uniforms & Access	250.70	0.00	250.70	
37986	Clothing, Uniforms & Access	161.32	0.00	161.32	
37987	Clothing, Uniforms & Access	323.73	0.00	323.73	
37988	Clothing, Uniforms & Access	117.72	0.00	117.72	
37992	Clothing, Uniforms & Access	269.23	0.00	269.23	
37993	Clothing, Uniforms & Access	701.96	0.00	701.96	
37995	Clothing, Uniforms & Access	231.08	0.00	231.08	
37996	Clothing, Uniforms & Access	265.96	0.00	265.96	
37997	Clothing, Uniforms & Access	215.82	0.00	215.82	
37998	Clothing, Uniforms & Access	323.73	0.00	323.73	
37999	Clothing, Uniforms & Access	75.21	0.00	75.21	
38000	Clothing, Uniforms & Access	416.38	0.00	416.38	
38001	Clothing, Uniforms & Access	200.56	0.00	200.56	
38003	Clothing, Uniforms & Access	200.56	0.00	200.56	
38005	Clothing, Uniforms & Access	100.28	0.00	100.28	
38006-2016	Clothing, Uniforms & Access	216.91	0.00	216.91	
38009-2016	Clothing, Uniforms & Access	198.38	0.00	198.38	
38028	Clothing, Uniforms & Access	1,242.60	0.00	1,242.60	
38071	Clothing, Uniforms & Access	107.91	0.00	107.91	
38112	Clothing, Uniforms & Access	64.31	0.00	64.31	
38175	Clothing, Uniforms & Access	139.52	0.00	139.52	
38176	Clothing, Uniforms & Access	26.16	0.00	26.16	
38177	Clothing, Uniforms & Access	13.08	0.00	13.08	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 38178	Description Clothing, Uniforms & Access	Invoice Amount 13.08	Discount Taken 0.00	Amount Paid 13.08	Payment Total
			38179	Clothing, Uniforms & Access	590.78	0.00	590.78	
			38180	Clothing, Uniforms & Access	26.16	0.00	26.16	
			38181	Clothing, Uniforms & Access	26.16	0.00	26.16	
			38182	Clothing, Uniforms & Access	26.16	0.00	26.16	
			38183	Clothing, Uniforms & Access	26.16	0.00	26.16	
			38184	Clothing, Uniforms & Access	109.00	0.00	109.00	
			38211	Clothing, Uniforms & Access	237.62	0.00	237.62	
xxx288283	1/26/17	SUNNYVALE BUILDING MAINTENANCE	99091	Professional Services	1,120.00	0.00	1,120.00	\$3,847.00
			99092	Professional Services	581.00	0.00	581.00	
			99093	Professional Services	290.00	0.00	290.00	
			99283	Professional Services	840.00	0.00	840.00	
			99284	Professional Services	581.00	0.00	581.00	
			99285	Professional Services	435.00	0.00	435.00	
xxx288284	1/26/17	SUPPLYWORKS	389494949	Inventory Purchase	1,570.54	14.48	1,556.06	\$1,891.46
			389634775	Inventory Purchase	338.52	3.12	335.40	
xxx288285	1/26/17	TMT ENTERPRISES INC	88409	Materials - Land Improve	1,272.63	0.00	1,272.63	\$1,272.63
xxx288286	1/26/17	TERMITE & PEST SPECIALISTS INC	REPORT#45543	Customer Loans Disbursed	95.00	0.00	95.00	\$95.00
xxx288287	1/26/17	THYSSENKRUPP ELEVATOR CORP	3002976435	Facilities Maintenance & Repair Labor	1,265.58	0.00	1,265.58	\$1,265.58
xxx288288	1/26/17	US SECURITY ASSOC INC	1555653	Professional Services	200.00	0.00	200.00	\$1,787.57
			1565015	Professional Services	938.00	0.00	938.00	
			1565016	Professional Services	649.57	0.00	649.57	
xxx288289	1/26/17	UNICO MECHANICAL CORPORATION	416-0582-3	Misc Equip Maint & Repair - Labor	38,559.19	0.00	38,559.19	\$44,174.50
			416-0582-3	Misc Equip Maint & Repair - Materials	5,615.31	0.00	5,615.31	
xxx288290	1/26/17	UNITED RENTALS	141312703-004	Equipment Rental/Lease	97.65	0.00	97.65	\$97.65
xxx288291	1/26/17	UNITED SITE SERVICES INC	114-4861643	Equipment Rental/Lease	137.61	0.00	137.61	\$137.61
xxx288292	1/26/17	VALI COOPER & ASSOC INC	150030000108	Engineering Services	2,337.53	0.00	2,337.53	\$2,337.53
xxx288293	1/26/17	VALLEY CONCRETE	15-2920	Water Meter Boxes, Vaults, and Lids	4,028.00	0.00	4,028.00	\$4,028.00
xxx288294	1/26/17	W A KRAUSS & CO INC	201701	Facilities Maint & Repair - Labor	125.00	0.00	125.00	\$359.90
			201701	Facilities Maint & Repair - Materials	58.00	0.00	58.00	
			201701	Professional Services	176.90	0.00	176.90	

Payment	Payment							
No. xxx288295	Date 1/26/17	Vendor Name W G FRITZ CONSTRUCTION INC	Invoice No. 3717	Description Professional Services	Invoice Amount 600.00	Discount Taken 0.00	Amount Paid 600.00	Payment Total \$600.00
xxx288296	1/26/17	WALTS CYCLE	393	Misc Equip Maint & Repair - Materials	69.51	0.00	69.51	\$69.51
xxx288297	1/26/17	WATER ONE	93699	Facilities Maintenance & Repair Labor	1,200.00	0.00	1,200.00	\$1,200.00
xxx288298	1/26/17	WATER WORKS ENGINEERS LLC	7288	Engineering Services	1,077.48	0.00	1,077.48	\$1,077.48
xxx288299	1/26/17	WINSUPPLY OF SILICON VALLEY	668293 00	Electrical Parts & Supplies	74.75	0.00	74.75	\$607.43
			668863 00	Miscellaneous Equipment Parts & Supplie	s 455.47	0.00	455.47	
			669060 00	Materials - Land Improve	77.21	0.00	77.21	
xxx288300	1/26/17	WITMER TYSON IMPORTS INC	T11835	Canine Program Expenditures	805.00	0.00	805.00	\$805.00
xxx288301	1/26/17	WAITER.COM INC	H0111751975	Food Products	69.75	0.00	69.75	\$448.81
			H0113751078	Food Products	379.06	0.00	379.06	
xxx288302	1/26/17	ALBERT J SCOTT	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	128.13	0.00	128.13	\$128.13
xxx288303	1/26/17	CHARLES S EANEFF JR	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	\$1,068.91
xxx288304	1/26/17	DEAN S RUSSELL	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,438.62	0.00	1,438.62	\$1,438.62
xxx288305	1/26/17	F CURTIS BLACK	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	761.03	0.00	761.03	\$761.03
xxx288306	1/26/17	GAIL SWEGLES	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	117.73	0.00	117.73	\$117.73
xxx288307	1/26/17	GRAINGER	9294421723	Miscellaneous Equipment Parts & Supplie	s 232.13	0.00	232.13	\$9,507.26
			9294594487	Hand Tools	166.70	0.00	166.70	
			9294981056	Hand Tools	873.53	0.00	873.53	
			9295112628	Bldg Maint Matls & Supplies	196.20	0.00	196.20	
			9295198015	Bldg Maint Matls & Supplies	164.48	0.00	164.48	
			9296917710	Hand Tools	365.52	0.00	365.52	
			9296917728	Hand Tools	505.52	0.00	505.52	
			9297369572	Clothing, Uniforms & Access	166.59	0.00	166.59	
			9297443740	Hand Tools	139.79	0.00	139.79	
			9297459787	Hand Tools	15.26	0.00	15.26	
			9297488760	Miscellaneous Equipment Parts & Supplie	s 1,188.74	0.00	1,188.74	
			9298475089	Hand Tools	389.29	0.00	389.29	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 9298868606	Description Miscellaneous Equipment	Invoice Amount 68.85	Discount Taken 0.00	Amount Paid 68.85	Payment Total
			9300175651	Facilities Equipment	184.89	0.00	184.89	
			9300175669	Supplies, Safety	535.50	0.00	535.50	
			9300296002	Supplies, Safety	25.33	0.00	25.33	
			9300329100	Electrical Parts & Supplies	474.15	0.00	474.15	
			9300942233	Materials - Land Improve	123.90	0.00	123.90	
			9300942241	Miscellaneous Equipment Parts & Supplie	s 306.70	0.00	306.70	
			9301003514	Bldg Maint Matls & Supplies	11.95	0.00	11.95	
			9302138368	Bldg Maint Matls & Supplies	71.50	0.00	71.50	
			9302398863	Electrical Parts & Supplies	1,579.95	0.00	1,579.95	
			9302770897	Hand Tools	425.27	0.00	425.27	
			9303266408	Materials - Land Improve	34.07	0.00	34.07	
			9304628135	Hand Tools	99.47	0.00	99.47	
			9306130213	Hand Tools	360.24	0.00	360.24	
			9306130221	Miscellaneous Equipment Parts & Supplie	s 67.86	0.00	67.86	
			9306130239	General Supplies	30.22	0.00	30.22	
			9307482720	Chemicals	71.85	0.00	71.85	
			9311834775	Chemicals	36.83	0.00	36.83	
			9312438451	General Supplies	135.00	0.00	135.00	
			9313811144	Miscellaneous Equipment Parts & Supplie	s 208.15	0.00	208.15	
			9317964857	Chemicals	251.83	0.00	251.83	
xxx288310	1/26/17	MARK ROGGE	FEBRUARY	Insurances - Retiree Medical - Retiree Reimbursement	228.98	0.00	228.98	\$228.98
xxx288311	1/26/17	PACIFIC GAS & ELECTRIC CO	2017	Utilities - Electric	4,125.75	0.00	4,125.75	\$150,648.66
XXX200311	1/20/1/	TACIFIC GAS & ELECTRIC CO	11059220091216	Utilities - Gas	2,841.17	0.00	2,841.17	\$130,040.00
			11059220251216	Utilities - Gas	684.91	0.00	684.91	
			11059220401216	Utilities - Gas	2,308.83	0.00	2,308.83	
			11059220451216	Utilities - Gas	169.46	0.00	169.46	
			11059220501216	Utilities - Electric	743.24	0.00	743.24	
			11059220551216	Utilities - Gas	4,842.28	0.00	4,842.28	
			11059220601216	Utilities - Gas	4,042.28	0.00	4,042.20	
			11059220751216	Oundes - Gas	4,137.22	0.00	7,137.22	

Sorted by Payment Number

Payment Payment No. Date Vendor Name

Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
11059220811216	Utilities - Electric	786.49	0.00	786.49	
11059220901216	Utilities - Gas	644.04	0.00	644.04	
11059221021216	Utilities - Electric	705.36	0.00	705.36	
11059221051216	Utilities - Gas	412.81	0.00	412.81	
11059221061216	Utilities - Electric	1,165.62	0.00	1,165.62	
11059221081216	Utilities - Electric	794.11	0.00	794.11	
11059221151216	Utilities - Gas	442.83	0.00	442.83	
11059221181216	Utilities - Electric	7,968.68	0.00	7,968.68	
11059221351216	Utilities - Gas	805.05	0.00	805.05	
11059221401216	Utilities - Gas	3,425.60	0.00	3,425.60	
11059221601216	Utilities - Gas	391.25	0.00	391.25	
11059221700916	Utilities - Gas	6.01	0.00	6.01	
11059221701016	Utilities - Gas	26.35	0.00	26.35	
11059221701116	Utilities - Gas	209.40	0.00	209.40	
11059221701216	Utilities - Gas	527.39	0.00	527.39	
11059221731216	Utilities - Electric	1,864.47	0.00	1,864.47	
11059221931216	Utilities - Electric	12,604.88	0.00	12,604.88	
11059222631216	Utilities - Electric	1,585.22	0.00	1,585.22	
11059222721216	Utilities - Electric	730.96	0.00	730.96	
11059224061216	Utilities - Electric	11,199.86	0.00	11,199.86	
11059224271216	Utilities - Electric	10.52	0.00	10.52	
11059225101216	Utilities - Gas	1,974.29	0.00	1,974.29	
11059225291216	Utilities - Electric	727.95	0.00	727.95	
11059225651216	Utilities - Gas	5,184.75	0.00	5,184.75	
11059226381216	Utilities - Electric	6,397.26	0.00	6,397.26	
11059227031216	Utilities - Electric	669.09	0.00	669.09	
11059227061216	Utilities - Electric	3,248.95	0.00	3,248.95	
11059227231216	Utilities - Electric	4,830.61	0.00	4,830.61	
11059228051216	Utilities - Electric	6,973.85	0.00	6,973.85	
11059228581016	Utilities - Electric	16,349.89	0.00	16,349.89	
11059228581116	Utilities - Electric	13,331.94	0.00	13,331.94	

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Payment	Payment							
No.	Date	Vendor Name	Invoice No. 11059228581216	Description Utilities - Electric	Invoice Amount 10,361.04	Discount Taken 0.00	Amount Paid 10,361.04	Payment Total
			35922924581216	Utilities - Electric	9.72	0.00	9.72	
			60225900761216	Utilities - Electric	1,245.63	0.00	1,245.63	
			60225901001216	Utilities - Electric	9.86	0.00	9.86	
			60225901011216	Utilities - Electric	468.76	0.00	468.76	
			60225901101216	Utilities - Gas	351.86	0.00	351.86	
			60225901311216	Utilities - Electric	13.57	0.00	13.57	
			60225902291216	Utilities - Electric	27.19	0.00	27.19	
			60225902531216	Utilities - Electric	1,078.41	0.00	1,078.41	
			60225902951216	Utilities - Electric	22.46	0.00	22.46	
			60225903551216	Utilities - Electric	218.14	0.00	218.14	
			60225905411216	Utilities - Electric	29.02	0.00	29.02	
			60225906091216	Utilities - Electric	1,779.24	0.00	1,779.24	
			60225906511216	Utilities - Electric	1,038.20	0.00	1,038.20	
			60225906591216	Utilities - Electric	615.63	0.00	615.63	
			60225906781216	Utilities - Electric	1,278.04	0.00	1,278.04	
			60225906981216	Utilities - Electric	418.16	0.00	418.16	
			60225907691216	Utilities - Electric	186.11	0.00	186.11	
			60225907731216	Utilities - Electric	25.36	0.00	25.36	
			60225908171216	Utilities - Electric	26.34	0.00	26.34	
			60225908611216	Utilities - Electric	32.48	0.00	32.48	
			60225908941216	Utilities - Electric	53.80	0.00	53.80	
			61266000051216	Utilities - Gas	3,854.48	0.00	3,854.48	
			65170651531216	Utilities - Electric	1,349.86	0.00	1,349.86	
			72891152061216	Utilities - Electric	9.72	0.00	9.72	
			96226804091216	Utilities - Electric	287.52	0.00	287.52	
			97331850981216	Utilities - Electric	9.72	0.00	9.72	
xxx288317	1/26/17	ROBERT VAN HEUSEN	FEBRUARY	Insurances - Retiree Medical - Retiree	651.43	0.00	651.43	\$651.43
			2017	Reimbursement				
xxx288319	1/26/17	UNITED STATES POSTAL SERVICE	P#584-012517	Postage	6,276.61	0.00	6,276.61	\$6,276.61
xxx288320	1/26/17	LEONG APTS	BL072105 17-18	Business License Tax	249.82	0.00	249.82	\$249.82

Sorted by Payment Number

Payment	Payment							
No. xxx288321	Date 1/26/17	Vendor Name MT II LLC	Invoice No. 2015-7106	Description Miscellaneous Payment	Invoice Amount 28,530.49	Discount Taken 0.00	Amount Paid 28,530.49	Payment Total \$28,530.49
xxx288322	1/26/17	VALERIY MANTEL	336377	Refund Recreation Fees	500.00	0.00	500.00	\$500.00
xxx288323	1/26/17	COLETT CAR CO	61859059	Vehicles & Motorized Equip	19,231.44	0.00	19,231.44	\$19,231.44
xxx002551	1/24/17	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002551	Retirement Benefits - Deferred Comp - Ci Portion	ty 1,450.17	0.00	1,450.17	\$164,177.70
			950002551	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	71,338.72	0.00	71,338.72	
			950002551	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	91,388.81	0.00	91,388.81	
xxx100637	1/23/17	WELLS FARGO BANK	01202017	Purchasing Card Statement	77,826.07	0.00	77,826.07	\$77,826.07
xxx100638	1/26/17	BAY COUNTIES WASTE SERVICES	NOV2016	Curbside Revenues - Sunnyvale Portion	-33,949.49	0.00	-33,949.49	-\$108,600.94
			NOV2016	Host Fees - SMaRT Station - Public Haul Fees	-5,629.11	0.00	-5,629.11	
			NOV2016	MRF Revenues - SMaRT	-22,632.99	0.00	-22,632.99	
			NOV2016	Kirby Canyon SMaRT Operator	-69,321.57	0.00	-69,321.57	
			NOV2016	Yardwaste - Mountain View	7,041.04	0.00	7,041.04	
			NOV2016	Yardwaste - Palo Alto	2,481.59	0.00	2,481.59	
			NOV2016	Yardwaste - Sunnyvale	13,409.59	0.00	13,409.59	

Grand Total Payment Amount \$1,850,328.32

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx7904	1/30/17	ABEL A VARGAS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	\$670.91
xxx7905	1/30/17	AIMEE FOSBENNER	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	228.98	0.00	228.98	\$228.98
xxx7906	1/30/17	ANNABEL YURUTUCU	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	\$526.28
xxx7907	1/30/17	BYRON K PIPKIN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	845.13	0.00	845.13	\$845.13
xxx7908	1/30/17	CATHY E MERRILL	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	228.98	0.00	228.98	\$228.98
xxx7909	1/30/17	CATHY HAYNES	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,362.91	0.00	1,362.91	\$1,362.91
xxx7910	1/30/17	CHRIS CARRION	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	\$670.91
xxx7911	1/30/17	CORYN CAMPBELL	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	352.58	0.00	352.58	\$352.58
xxx7912	1/30/17	DAN HAMMONS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,253.83	0.00	1,253.83	\$1,253.83
xxx7913	1/30/17	DAVID A LEWIS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	\$1,068.91
xxx7914	1/30/17	DAVID KAHN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	960.72	0.00	960.72	\$960.72
xxx7915	1/30/17	DAVID L VERBRUGGE	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,868.74	0.00	1,868.74	\$1,868.74
xxx7916	1/30/17	DAVID M GOTT	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	352.58	0.00	352.58	\$352.58
xxx7917	1/30/17	DEE SCHABOT	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,253.83	0.00	1,253.83	\$1,253.83
xxx7918	1/30/17	DON JOHNSON	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	555.35	0.00	555.35	\$555.35
xxx7919	1/30/17	DOUGLAS MORETTO	201,					\$1,110.94

Payment	Payment							
No.	Date	Vendor Name	Invoice No. FEBRUARY 2017	Description Insurances - Retiree Medical - Retiree Reimbursement	Invoice Amount 1,110.94	Discount Taken 0.00	Amount Paid 1,110.94	Payment Total
xxx7920	1/30/17	ENCARNACION HERNANDEZ	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	233.37	0.00	233.37	\$233.37
xxx7921	1/30/17	ERWIN YOUNG	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,176.72	0.00	1,176.72	\$1,176.72
xxx7922	1/30/17	ESTRELLA AGRAVIADOR KAWCZYNSKI	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	172.48	0.00	172.48	\$172.48
xxx7923	1/30/17	EUGENE J WADDELL	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	590.60	0.00	590.60	\$590.60
xxx7924	1/30/17	GARY K CARLS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	388.06	0.00	388.06	\$388.06
xxx7925	1/30/17	GARY LUEBBERS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	518.54	0.00	518.54	\$518.54
xxx7926	1/30/17	GLENN FORTIN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	\$671.13
xxx7927	1/30/17	GREGORY E KEVIN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	\$671.13
xxx7928	1/30/17	HIRA L RAINA	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	388.06	0.00	388.06	\$388.06
xxx7929	1/30/17	JAMES BOUZIANE	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	721.51	0.00	721.51	\$721.51
xxx7930	1/30/17	JAMES WEBB JR	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	238.00	0.00	238.00	\$238.00
xxx7931	1/30/17	JEROME P AMMERMAN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	\$670.91
xxx7932	1/30/17	JOHN DEBATTISTA	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	670.91	0.00	670.91	\$670.91
xxx7933	1/30/17	JOHN HOWE	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	\$526.28
xxx7934	1/30/17	JOHN S WITTHAUS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,868.74	0.00	1,868.74	\$1,868.74
xxx7935	1/30/17	KAREN L DAVIS						\$136.52

Payment	Payment							
No.	Date	Vendor Name	Invoice No. FEBRUARY 2017	Description Insurances - Retiree Medical - Retiree Reimbursement	Invoice Amount 136.52	Discount Taken 0.00	Amount Paid 136.52	Payment Total
xxx7936	1/30/17	KAREN WOBLESKY	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	\$1,068.91
xxx7937	1/30/17	KATHRYN BERRY	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,181.20	0.00	1,181.20	\$1,181.20
xxx7938	1/30/17	KELLY FITZGERALD	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	\$671.13
xxx7939	1/30/17	KELLY MENEHAN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	136.52	0.00	136.52	\$136.52
xxx7940	1/30/17	KLAUS DAEHNE	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	752.30	0.00	752.30	\$752.30
xxx7941	1/30/17	MARK G PETERSEN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,628.34	0.00	1,628.34	\$1,628.34
xxx7942	1/30/17	MARK STIVERS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,080.13	0.00	1,080.13	\$1,080.13
xxx7943	1/30/17	MARVIN A ROSE	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,067.87	0.00	1,067.87	\$1,067.87
xxx7944	1/30/17	MICHAEL A CHAN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,868.74	0.00	1,868.74	\$1,868.74
xxx7945	1/30/17	MICHAEL CURRAN	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	590.60	0.00	590.60	\$590.60
xxx7946	1/30/17	MYRIAM CASTANEDA	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	\$526.28
xxx7947	1/30/17	NANCY BOLGARD STEWARD	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,068.91	0.00	1,068.91	\$1,068.91
xxx7948	1/30/17	RICHARD C GURNEY	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	526.28	0.00	526.28	\$526.28
xxx7949	1/30/17	ROBERT PATERNOSTER	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	309.77	0.00	309.77	\$309.77
xxx7950	1/30/17	ROBERT WALKER	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,599.35	0.00	1,599.35	\$1,599.35
xxx7951	1/30/17	RONALD DALBA						\$671.13

List of All Claims and Bills Approved for Payment

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\$1,628.34

\$543.08

\$352.58

\$1,228.10

\$671.13

\$671.13

\$555.35

\$515.13

\$112.94

\$378.42

13,666.58

2,877.29

3,543.81

35.00

0.00

0.00

0.00

0.00

13,666.58

2,877.29

3,543.81

35.00

For Payments Dated 1/29/2017 through 2/4/2017

Sorted by Payment Number

Utilities - Telephone

Utilities - Telephone

Utilities - Telephone

Utilities - Telephone

Payment	Payment							
No.	Date	Vendor Name	Invoice No. FEBRUARY 2017	Description Insurances - Retiree Medical - Retiree Reimbursement	Invoice Amount 671.13	Discount Taken 0.00	Amount Paid 671.13	Payment Total
xxx7952	1/30/17	SCOTT MORTON	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,110.94	0.00	1,110.94	\$1,110.94
xxx7953	1/30/17	SILVIA MARTINS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,253.83	0.00	1,253.83	\$1,253.83
xxx7954	1/30/17	SIMON C LEMUS	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,628.34	0.00	1,628.34	\$1,628.34
xxx7955	1/30/17	STEVEN D PIGOTT	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	543.08	0.00	543.08	\$543.08
xxx7956	1/30/17	TAMMY PARKHURST	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	352.58	0.00	352.58	\$352.58
xxx7957	1/30/17	THERESE BALBO	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	1,228.10	0.00	1,228.10	\$1,228.10
xxx7958	1/30/17	TIM CARLYLE	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	\$671.13
xxx7959	1/30/17	TIM JOHNSON	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	671.13	0.00	671.13	\$671.13
xxx7960	1/30/17	TONY J PEREZ	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	590.60	0.00	590.60	\$590.60
xxx7961	1/30/17	WILLIAM BIELINSKI	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	555.35	0.00	555.35	\$555.35
xxx7962	1/30/17	WILLIAM L DISQUE	FEBRUARY 2017	Insurances - Retiree Medical - Retiree Reimbursement	515.13	0.00	515.13	\$515.13
xxx288324	1/31/17	A T & T	JAN2017	Utilities - Telephone	112.94	0.00	112.94	\$112.94
xxx288325	1/31/17	AT&T	060209028-1	Utilities - Telephone	378.42	0.00	378.42	\$378.42
xxx288326	1/31/17	AT&T	000009115800	Utilities - Telephone	1,307.50	0.00	1,307.50	\$22,773.13
			000009115802	Utilities - Telephone	1,306.90	0.00	1,306.90	
			000009126392	Utilities - Telephone	36.05	0.00	36.05	

000009126401

000009126789

000009126988

000009129495

Payment No. xxx288327	Payment Date 1/31/17	Vendor Name ACE FIRE EQUIPMENT & SERVICE CO INC	Invoice No. 137944	Description Facilities Maint & Repair - Labor	Invoice Amount 3,876.50	Discount Taken 0.00	Amount Paid 3,876.50	Payment Total \$9,191.59
			137944	Facilities Maint & Repair - Materials	2,533.98	0.00	2,533.98	
			137945	Facilities Maint & Repair - Labor	890.00	0.00	890.00	
			137945	Facilities Maint & Repair - Materials	1,891.11	0.00	1,891.11	
xxx288328	1/31/17	ANDERSON PACIFIC ENGINEERING	WPCPCHLRINE #19	Construction Services	142,645.84	0.00	142,645.84	\$142,645.84
xxx288329	1/31/17	APPLIED INDUSTRIAL TECHNOLOGIES	7009578440	Miscellaneous Equipment Parts & Supplie	s 90.72	0.00	90.72	\$90.72
xxx288330	1/31/17	BAUER COMPRESSORS INC	0000220796	Clothing, Uniforms & Access	270.56	0.00	270.56	\$270.56
xxx288331	1/31/17	BAY AREA NEWS GROUP DIGITAL FIRST	0005862289	Advertising Services	141.00	0.00	141.00	\$250.00
		MEDIA	0005876310	Advertising Services	109.00	0.00	109.00	
xxx288332	1/31/17	BROWNELLS INC	13541001.00	General Supplies	1,520.70	0.00	1,520.70	\$1,520.70
xxx288333	1/31/17	BUCKLES-SMITH ELECTRIC CO	3019163-00	Electrical Parts & Supplies	48.45	0.00	48.45	\$48.45
xxx288334	1/31/17	CALTEST ANALYTICAL LABORATORY	567607	Water Lab Services	407.83	0.00	407.83	\$407.83
xxx288335	1/31/17	CALTRONICS BUSINESS SYSTEMS	2179712	Equipment Rental/Lease	10,734.73	0.00	10,734.73	\$10,734.73
xxx288336	1/31/17	CENTURY GRAPHICS	45870	General Supplies	100.38	0.00	100.38	\$100.38
xxx288337	1/31/17	CORRPRO WATERWORKS	416441	Engineering Services	8,500.00	0.00	8,500.00	\$8,500.00
xxx288338	1/31/17	CRITCHFIELD MECHANICAL INC	1510	Facilities Maint & Repair - Labor	3,375.00	0.00	3,375.00	\$3,800.00
			1510	Facilities Maint & Repair - Materials	425.00	0.00	425.00	
xxx288339	1/31/17	DELTA DIABLO SANITATION DISTRICT	439006	Membership Fees	2,559.05	0.00	2,559.05	\$2,559.05
xxx288340	1/31/17	DEPARTMENT OF JUSTICE	212122	Software Licensing & Support	840.00	0.00	840.00	\$840.00
xxx288341	1/31/17	DEPT OF CONSUMER AFFAIRS	4768-2017	Membership Fees	270.00	0.00	270.00	\$405.00
			EG1486-2017	Membership Fees	67.50	0.00	67.50	
			HG245-2017	Membership Fees	67.50	0.00	67.50	
xxx288343	1/31/17	GALE/CENGAGE LEARNING	59768642	Library Acquisitions, Books	27.77	0.00	27.77	\$58.14
			59794536	Library Acquisitions, Books	30.37	0.00	30.37	
xxx288344	1/31/17	GEOSYNTEC CONSULTANTS INC	16161910	Consultants	18,178.09	0.00	18,178.09	\$18,178.09
xxx288345	1/31/17	GHIRARDELLI ASSOCIATES INC	13100-7	Consultants	20,160.00	0.00	20,160.00	\$20,160.00
xxx288346	1/31/17	GOLDEN BAY FENCE PLUS	6159-F	Materials - Land Improve	12,823.00	0.00	12,823.00	\$12,823.00
xxx288347	1/31/17	HOMDA TRADING INC	20160921-1	Library Acquisitions, Books	919.06	0.00	919.06	\$919.06
xxx288348	1/31/17	ITRON INC	438280	Hardware Maintenance	5,647.76	0.00	5,647.76	\$5,647.76
xxx288349	1/31/17	ICE CENTER OF CUPERTINO	000708091016	Rec Instructors/Officials	1,968.00	0.00	1,968.00	\$1,968.00

Payment	Payment							
No. xxx288350	Date 1/31/17	Vendor Name IPSWITCH INC	Invoice No. IN591005	Description Software Licensing & Support	Invoice Amount 6,865.92	Discount Taken 0.00	Amount Paid 6,865.92	Payment Total \$6,865.92
xxx288352	1/31/17	JOHNSON ROBERTS & ASSOC INC	130865	General Supplies	19.59	0.00	19.59	\$104.50
			130865	Investigation Expense	32.91	0.00	32.91	
			130971	General Supplies	19.41	0.00	19.41	
			130971	Investigation Expense	32.59	0.00	32.59	
xxx288353	1/31/17	KIDZ LOVE SOCCER	2016FA-A15B	Rec Instructors/Officials	9,948.40	0.00	9,948.40	\$9,948.40
xxx288354	1/31/17	KONECRANES INC	LIV01142547	Equipment Maintenance & Repair Labor	1,565.00	0.00	1,565.00	\$1,565.00
xxx288355	1/31/17	L N CURTIS & SONS INC	CM4425	Safety Equipment Maintenance & Repair	-12,954.90	0.00	-12,954.90	\$10,410.04
			INV37624	Safety Equipment Maintenance & Repair	23,364.94	0.00	23,364.94	
xxx288356	1/31/17	LAWSON PRODUCTS INC	9304667103	Miscellaneous Equipment Parts & Supplie	s 562.85	0.00	562.85	\$562.85
xxx288357	1/31/17	MCMASTER CARR SUPPLY CO	99062166	Miscellaneous Equipment Parts & Supplie	s 87.46	0.00	87.46	\$406.47
			99062322	Miscellaneous Equipment Parts & Supplie	es 269.32	0.00	269.32	
			99709842	Miscellaneous Equipment Parts & Supplie	s 49.69	0.00	49.69	
xxx288358	1/31/17	METRO MOBILE COMMUNICATIONS	38736	Clothing, Uniforms & Access	1,352.05	0.00	1,352.05	\$1,352.05
xxx288359	1/31/17	MIDWEST TAPE	94669818	Library Acquis, Audio/Visual	79.68	0.00	79.68	\$1,095.60
			94678037	Library Acquis, Audio/Visual	162.72	0.00	162.72	
			94678039	Library Acquis, Audio/Visual	127.96	0.00	127.96	
			94679978	Library Acquis, Audio/Visual	153.66	0.00	153.66	
			94680401	Library Acquis, Audio/Visual	522.78	0.00	522.78	
			94681302	Library Acquis, Audio/Visual	48.80	0.00	48.80	
xxx288360	1/31/17	MUSIC FOR FAMILIES INC	SVF16	Rec Instructors/Officials	14,225.60	0.00	14,225.60	\$14,225.60
xxx288361	1/31/17	NET TRANSCRIPTS INC	0011399-IN	Investigation Expense	135.00	0.00	135.00	\$135.00
xxx288362	1/31/17	NORTHERN CALIFORNIA RECYCLING ASSN INC	17BRONZESPO	Membership Fees	500.00	0.00	500.00	\$500.00
xxx288363	1/31/17	OSC COMPUTER TRAINING	NSR 4253	DED Services/Training - Training	4,972.25	0.00	4,972.25	\$4,972.25
xxx288364	1/31/17	OAHU PUBLICATIONS INC	100940774JAN17	Advertising Services	4,748.69	0.00	4,748.69	\$4,748.69
xxx288365	1/31/17	OMEGA ENGRAVING	258587	General Supplies	10.00	0.00	10.00	\$10.00
xxx288366	1/31/17	ON ASSIGNMENT LAB SUPPORT	LAB550272316	Salaries - Contract Personnel	1,248.00	0.00	1,248.00	\$3,780.00
		30.10.1.	LAB550274317	Salaries - Contract Personnel	936.00	0.00	936.00	\$5,700.00
			LAB550275095	Salaries - Contract Personnel	912.00	0.00	912.00	
			LAB550275096	Salaries - Contract Personnel	684.00	0.00	684.00	
			LAD3302/3090	Contract 1 01501mici	00-1.00	0.00	004.00	

Payment No. xxx288367	Payment Date 1/31/17	Vendor Name PAX WATER TECHNOLOGIES	Invoice No. 00003650	Description Electrical Parts & Supplies	Invoice Amount 5,627.90	Discount Taken 0.00	Amount Paid 5,627.90	Payment Total \$5,627.90
xxx288368	1/31/17	PINE CONE LUMBER CO INC	680652	Materials - Land Improve	166.52	0.00	166.52	\$371.03
			681147	Electrical Parts & Supplies	204.51	0.00	204.51	
xxx288369	1/31/17	PLANET GRANITE INC	SV160824SV	Rec Instructors/Officials	2,185.00	0.00	2,185.00	\$3,335.00
			SV161102SV	Rec Instructors/Officials	1,150.00	0.00	1,150.00	
xxx288370	1/31/17	ROYAL BRASS INC	813426-002	Parts, Vehicles & Motor Equip	18.96	0.00	18.96	\$131.19
			815310-001	Parts, Vehicles & Motor Equip	59.57	0.00	59.57	
			815829-001	Parts, Vehicles & Motor Equip	52.66	0.00	52.66	
xxx288371	1/31/17	SANCRA SOUTHERN DIVISION	1023	Miscellaneous Services	220.00	0.00	220.00	\$220.00
xxx288372	1/31/17	SESAC	4387543	Membership Fees	1,882.00	0.00	1,882.00	\$1,882.00
xxx288373	1/31/17	SAFETY KLEEN SYSTEMS INC	71978973	Auto Maint & Repair - Labor	1,152.61	0.00	1,152.61	\$1,334.21
			72304732	Auto Maint & Repair - Labor	65.00	0.00	65.00	
			72326506	Auto Maint & Repair - Labor	116.60	0.00	116.60	
xxx288374	1/31/17	SAFEWAY INC	431475-012717	Inventory Purchase	129.87	0.00	129.87	\$179.99
			439887-011717	General Supplies	37.45	0.00	37.45	
			800768-011917	General Supplies	12.67	0.00	12.67	
xxx288375	1/31/17	SALLY SWANSON ARCHITECTS INC	0244427	Engineering Services	11,323.05	0.00	11,323.05	\$11,323.05
xxx288376	1/31/17	SHRED-IT USA	8121489553	Records Related Services	49.00	0.00	49.00	\$49.00
xxx288377	1/31/17	SMART & FINAL INC	194732-011117	General Supplies	50.20	0.00	50.20	\$50.20
xxx288378	1/31/17	SPENCON CONSTRUCTION INC	SDWKCRB2017# R	Construction Project Contract Retainage	46,908.80	0.00	46,908.80	\$46,908.80
xxx288379	1/31/17	STEVEN C DOLEZAL PHD	DEC2016	Professional Services	1,500.00	0.00	1,500.00	\$1,500.00
xxx288380	1/31/17	STEVENS CREEK CHRYSLER JEEP DODGE	339796	Parts, Vehicles & Motor Equip	68.19	0.00	68.19	\$68.19
xxx288381	1/31/17	SUNNYVALE FORD	485065-1	Parts, Vehicles & Motor Equip	81.74	0.00	81.74	\$3,055.38
			485540	Parts, Vehicles & Motor Equip	154.43	0.00	154.43	
			485630	Parts, Vehicles & Motor Equip	59.68	0.00	59.68	
			485632	Parts, Vehicles & Motor Equip	85.22	0.00	85.22	
			485831	Parts, Vehicles & Motor Equip	235.75	0.00	235.75	
			485984	Parts, Vehicles & Motor Equip	14.20	0.00	14.20	
			486028	Parts, Vehicles & Motor Equip	361.83	0.00	361.83	
			486132	Parts, Vehicles & Motor Equip	36.95	0.00	36.95	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 486152	Description Parts, Vehicles & Motor Equip	Invoice Amount 1,196.58	Discount Taken 0.00	Amount Paid 1,196.58	Payment Total
			486152-1	Parts, Vehicles & Motor Equip	15.73	0.00	15.73	
			486162	Parts, Vehicles & Motor Equip	14.27	0.00	14.27	
			486281	Parts, Vehicles & Motor Equip	122.33	0.00	122.33	
			486301	Parts, Vehicles & Motor Equip	80.32	0.00	80.32	
			486307	Parts, Vehicles & Motor Equip	7.48	0.00	7.48	
			486308	Parts, Vehicles & Motor Equip	188.92	0.00	188.92	
			486433	Parts, Vehicles & Motor Equip	170.53	0.00	170.53	
			486657	Parts, Vehicles & Motor Equip	55.50	0.00	55.50	
			486734	Parts, Vehicles & Motor Equip	26.09	0.00	26.09	
			486806	Parts, Vehicles & Motor Equip	40.11	0.00	40.11	
			486864	Parts, Vehicles & Motor Equip	107.72	0.00	107.72	
xxx288383	1/31/17	SUPERIOR PRESS	3468321	Printing & Related Services	69.08	0.00	69.08	\$124.22
			3482292	Printing & Related Services	55.14	0.00	55.14	
xxx288384	1/31/17	SUZANNE LUFT	83	Rec Instructors/Officials	225.00	0.00	225.00	\$450.00
			90	Rec Instructors/Officials	225.00	0.00	225.00	
xxx288385	1/31/17	THE COVELLO GROUP INC	2015.003-20	Engineering Services	41,355.00	0.00	41,355.00	\$41,355.00
xxx288386	1/31/17	V & A CONSULTING ENGINEERS	16534	Consultants	1,388.00	0.00	1,388.00	\$1,388.00
xxx288387	1/31/17	VERDE DESIGN INC	1-1606800	Consultants	6,362.50	0.00	6,362.50	\$48,986.25
			1-1616800	Consultants	0.00	0.00	0.00	
			2-1606800	Consultants	42,623.75	0.00	42,623.75	
xxx288388	1/31/17	W-TRANS	18503	Engineering Services	4,839.43	0.00	4,839.43	\$7,751.92
			18504	Engineering Services	2,867.50	0.00	2,867.50	
			18765	Engineering Services	44.99	0.00	44.99	
xxx288389	1/31/17	WEST COAST ARBORISTS INC	121734	Services Maintain Land Improv	13,932.00	0.00	13,932.00	\$13,932.00
xxx288390	1/31/17	WEST VALLEY STAFFING GROUP	190858	Professional Services	2,532.84	0.00	2,532.84	\$5,197.26
			191471	Professional Services	2,664.42	0.00	2,664.42	
xxx288391	1/31/17	WINSUPPLY OF SILICON VALLEY	669228 00	Miscellaneous Equipment Parts & Supplie	s 258.20	0.00	258.20	\$381.53
			669229 00	Miscellaneous Equipment Parts & Supplie	s 63.58	0.00	63.58	
			669284 00	Miscellaneous Equipment Parts & Supplie	s 59.75	0.00	59.75	
xxx288392	1/31/17	CLEARS INC	01252017	Training and Conferences	25.00	0.00	25.00	\$25.00

Payment	Payment							
No. xxx288393	Date 1/31/17	Vendor Name CALIFORNIA GUITAR TRIO	Invoice No. FEB/04/2017	Description Special Events	Invoice Amount 2,435.14	Discount Taken 0.00	Amount Paid 2,435.14	Payment Total \$2,435.14
xxx288394	1/31/17	NATIONAL CRIME INVESTIGATION & TRAINING	01252017	Training and Conferences	526.00	0.00	526.00	\$526.00
xxx288395	1/31/17	ARUNKUMAR AVANATHAN	336583	Refund Recreation Fees	11.36	0.00	11.36	\$11.36
xxx288396	1/31/17	BAOSEN CHENG	336609	Refund Recreation Fees	22.71	0.00	22.71	\$22.71
xxx288397	1/31/17	BERKEL & COMPANY	313132	Deposits Payable - Hydrant Meter	2,303.00	0.00	2,303.00	\$2,303.00
xxx288398	1/31/17	BIJIN ZHU	336631	Refund Recreation Fees	22.71	0.00	22.71	\$22.71
xxx288399	1/31/17	GARNEY CONSTRUCTION	16097551	Deposits Payable - Hydrant Meter	2,303.00	0.00	2,303.00	\$2,206.19
			16097551	Water Sales - Metered	-96.81	0.00	-96.81	
xxx288400	1/31/17	GOODFELLOW TOP GRADE	11508615	Deposits Payable - Hydrant Meter	2,303.00	0.00	2,303.00	\$2,193.88
		CONSTRUCTION	11508615	Water Sales - Metered	-109.12	0.00	-109.12	
xxx288401	1/31/17	KATHERINE SUTHERLAND	172733-8466	Refund Utility Account Credit	177.62	0.00	177.62	\$177.62
xxx288402	1/31/17	KOOHYUN UM	336600	Refund Recreation Fees	11.36	0.00	11.36	\$11.36
xxx288403	1/31/17	LIXIN HUANG	336582	Refund Recreation Fees	11.36	0.00	11.36	\$22.67
			336642	Refund Recreation Fees	11.31	0.00	11.31	
xxx288404	1/31/17	MARIA PETERSON	336653	Refund Recreation Fees	34.04	0.00	34.04	\$34.04
xxx288405	1/31/17	MOIZ DOHADWALA	336579	Refund Recreation Fees	11.36	0.00	11.36	\$22.67
			336637	Refund Recreation Fees	11.31	0.00	11.31	
xxx288406	1/31/17	NICKY PALKA	558882	Lib - Lost & Damaged Circulation	8.92	0.00	8.92	\$8.92
xxx288407	1/31/17	SHILPI BHARGAVA	336087	Refund Recreation Fees	188.00	0.00	188.00	\$188.00
xxx288408	1/31/17	TAMARA TARKINGTON	336657	Refund Recreation Fees	11.31	0.00	11.31	\$11.31
xxx288409	1/31/17	USHA KURANI	336617	Refund Recreation Fees	45.42	0.00	45.42	\$45.42
xxx288410	2/2/17	AAA SPEEDY SMOG TEST ONLY STATION	023755	Auto Maint & Repair - Labor	40.00	0.00	40.00	\$80.00
			023779	Auto Maint & Repair - Labor	40.00	0.00	40.00	
xxx288411	2/2/17	AT&T	01/17-02/16/17	Utilities - Mobile Phones - City Mobile Phones	329.38	0.00	329.38	\$329.38
xxx288412	2/2/17	ADVANCED FUEL SERVICES INC	904573	Auto Maint & Repair - Labor	2,322.94	0.00	2,322.94	\$2,322.94
xxx288413	2/2/17	ADVANCED PC CONCEPTS	1341	City Training Program	1,000.00	0.00	1,000.00	\$1,000.00
xxx288414	2/2/17	AIR COOLED ENGINES INC	78848	Parts, Vehicles & Motor Equip	260.38	0.00	260.38	\$260.38
xxx288415	2/2/17	ALL STAR GLASS	ISJ046963	Auto Maint & Repair - Labor	131.60	0.00	131.60	\$406.25
			ISJ046963	Auto Maint & Repair - Materials	194.70	0.00	194.70	
			ISJ047087	Auto Maint & Repair - Labor	79.95	0.00	79.95	

Payment	Payment							
No. xxx288416	Date 2/2/17	Vendor Name ALTA PLANNING + DESIGN INC	Invoice No. 00-2015-306-7	Description Professional Services	Invoice Amount 846.81	Discount Taken 0.00	Amount Paid 846.81	Payment Total \$846.81
xxx288417	2/2/17	ALTEC INDUSTRIES INC	10669130	Parts, Vehicles & Motor Equip	538.40	0.00	538.40	\$538.40
xxx288418	2/2/17	AMFASOFT CORP	DAVCAST-03	DED Services/Training - Training	2,700.00	0.00	2,700.00	\$2,700.00
xxx288419	2/2/17	ANDERSON BRULE ARCHITECTS INC	16.1101.0-2	Consultants	10,010.70	0.00	10,010.70	\$10,010.70
xxx288420	2/2/17	ANDERSON PACIFIC ENGINEERING	EMRGNCYFLO W#05	Construction Services	119,372.91	0.00	119,372.91	\$119,372.91
xxx288421	2/2/17	APPLIED INDUSTRIAL TECHNOLOGIES	7009608516	Miscellaneous Equipment Parts & Supplies	s 125.88	0.00	125.88	\$463.34
			7009667247	Miscellaneous Equipment Parts & Supplies	s 337.46	0.00	337.46	
xxx288422	2/2/17	ASCENT ENVIRONMENTAL	16010129.01-1	Environmental Services	15,461.00	0.00	15,461.00	\$31,634.60
			16010129.02-1	Environmental Services	14,220.00	0.00	14,220.00	
			16010129.03-1	Environmental Services	1,953.60	0.00	1,953.60	
xxx288423	2/2/17	B & A FRICTION MATERIALS INC	565193	Parts, Vehicles & Motor Equip	60.23	0.00	60.23	\$301.70
			565236	Parts, Vehicles & Motor Equip	106.46	0.00	106.46	
			565726	Parts, Vehicles & Motor Equip	46.28	0.00	46.28	
			565740	Parts, Vehicles & Motor Equip	43.58	0.00	43.58	
			565872	Parts, Vehicles & Motor Equip	45.15	0.00	45.15	
xxx288424	2/2/17	BKF ENGINEERS	17010873	Consultants	897.67	0.00	897.67	\$897.67
xxx288425	2/2/17	BAY AREA NEWS GROUP DIGITAL FIRST	0005844533	Advertising Services	95.00	0.00	95.00	\$682.00
		MEDIA	0005868793	Advertising Services	84.00	0.00	84.00	
			0005873915	Advertising Services	89.00	0.00	89.00	
			0005873965	Advertising Services	109.00	0.00	109.00	
			0005873970	Advertising Services	102.00	0.00	102.00	
			0005873975	Advertising Services	105.00	0.00	105.00	
			0005873981	Advertising Services	98.00	0.00	98.00	
xxx288426	2/2/17	BAY-VALLEY PEST CONTROL INC	0216884	Services Maintain Land Improv	58.00	0.00	58.00	\$1,567.00
			0217039	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0217372	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0217373	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0217374	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0217375	Facilities Maintenance & Repair Labor	88.00	0.00	88.00	
			0217376	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 0217377	Description Facilities Maintenance & Repair Labor	Invoice Amount 43.00	Discount Taken 0.00	Amount Paid 43.00	Payment Total
			0217378	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0217379	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0217380	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0217381	Facilities Maintenance & Repair Labor	59.00	0.00	59.00	
			0217382	Facilities Maintenance & Repair Labor	72.00	0.00	72.00	
			0217383	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0217385	Facilities Maintenance & Repair Labor	32.00	0.00	32.00	
			0217386	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0217388	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0217389	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0217390	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0217391	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0217392	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0217393	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0217394	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0217416	Services Maintain Land Improv	120.00	0.00	120.00	
			0217419	Services Maintain Land Improv	58.00	0.00	58.00	
			0217427	Services Maintain Land Improv	120.00	0.00	120.00	
			0217428	Services Maintain Land Improv	68.00	0.00	68.00	
xxx288429	2/2/17	BIGGS CARDOSA ASSOC INC	70151	Consultants	2,570.74	0.00	2,570.74	\$5,008.68
			70449	Consultants	922.74	0.00	922.74	
			70861	Consultants	1,515.20	0.00	1,515.20	
xxx288430	2/2/17	BLASTCO INC	MRY-CRSNTNK	Construction Services	110,924.85	0.00	110,924.85	\$110,924.85
			#03					
xxx288431	2/2/17	CDM SMITH	90001356	Engineering Services	1,841.50	0.00	1,841.50	\$1,841.50
xxx288432	2/2/17	COSIPA	2017	Membership Fees	100.00	0.00	100.00	\$100.00
xxx288433	2/2/17	CIVIC FOUNDRY LLC	3012	Professional Services	43,500.00	0.00	43,500.00	\$43,500.00
xxx288434	2/2/17	COLUMBIA COMMUNICATIONS INC	82753	Comm Equip Maintain & Repair - Labor		0.00	380.00	\$500.97
			82754	Comm Equip Maintain & Repair - Labor		0.00	66.81	
			82755	Comm Equip Maintain & Repair - Labor	1 54.16	0.00	54.16	

Payment No. xxx288435	Payment Date 2/2/17	Vendor Name CONVERGENT COMPUTING	Invoice No. BILL43015	Description Professional Services	Invoice Amount 15,062.50	Discount Taken 0.00	Amount Paid 15,062.50	Payment Total \$43,686.25
			BILL43117	Professional Services	13,658.75	0.00	13,658.75	
			BILL43233	Professional Services	14,965.00	0.00	14,965.00	
xxx288436	2/2/17	CORELOGIC SOLUTIONS LLC	50017695	Software As a Service	9,000.00	0.00	9,000.00	\$9,000.00
xxx288437	2/2/17	DTN ENGINEERS INC	389C.11	Engineering Services	220.00	0.00	220.00	\$220.00
xxx288438	2/2/17	DAVID CHOI	101056609	DED Services/Training - Support Services	139.00	0.00	139.00	\$139.00
xxx288439	2/2/17	DAVID SIGNOR	011817PURCHA SE	DED Services/Training - Books	22.82	0.00	22.82	\$22.82
xxx288440	2/2/17	DELTA DENTAL INSURANCE CO	BE002036689	Insurances - Dental	1,321.57	0.00	1,321.57	\$1,321.57
xxx288441	2/2/17	DETAIL PLUS	34278	Auto Maint & Repair - Labor	185.00	0.00	185.00	\$185.00
xxx288442	2/2/17	ELECTRO-MOTION INC	1701345	Facilities Maintenance & Repair Labor	1,395.00	0.00	1,395.00	\$1,395.00
xxx288443	2/2/17	FEDEX	5-674-10778	Postage	10.29	0.00	10.29	\$50.91
			5-681-39819	Mailing & Delivery Services	40.62	0.00	40.62	
xxx288444	2/2/17	FERRARA FIRE APPARATUS INC	INV00000W7994	Parts, Vehicles & Motor Equip	283.48	0.00	283.48	\$635.92
			INV00000W8002	Parts, Vehicles & Motor Equip	240.67	0.00	240.67	
			INV00000W8013	Parts, Vehicles & Motor Equip	111.77	0.00	111.77	
xxx288445	2/2/17	FOSTER BROS SECURITY SYSTEMS INC	285738	Bldg Maint Matls & Supplies	906.19	0.00	906.19	\$1,772.45
			285780	Bldg Maint Matls & Supplies	290.78	0.00	290.78	
			285832	Bldg Maint Matls & Supplies	575.48	0.00	575.48	
xxx288446	2/2/17	FREMONT UNION HIGH SCHOOL DISTRICT	16-552	Utilities - Electric	4,927.76	0.00	4,927.76	\$4,927.76
xxx288447	2/2/17	GRM INFORMATION MANAGEMENT SERVICES	0082098	Records Related Services	1,483.89	0.00	1,483.89	\$1,483.89
xxx288448	2/2/17	GALE/CENGAGE LEARNING	59690537	Library Acquisitions, Books	72.04	0.00	72.04	\$72.04
xxx288449	2/2/17	GARDENLAND POWER EQUIPMENT	444410	Misc Equip Maint & Repair - Materials	10.82	0.00	10.82	\$10.82
xxx288450	2/2/17	GEOSYNTEC CONSULTANTS INC	1618073	Consultants	10,096.42	0.00	10,096.42	\$10,096.42
xxx288451	2/2/17	GOLDEN GATE MECHANICAL INC	32095	Facilities Maintenance & Repair Labor	200.96	0.00	200.96	\$200.96
xxx288452	2/2/17	GOLDFARB LIPMAN ATTORNEYS	121963	Legal Services	315.50	0.00	315.50	\$315.50
xxx288453	2/2/17	H K AVERY CONSTRUCTION						\$240.00

Payment	Payment							
No.	Date	Vendor Name	Invoice No. FY16/17EROGE	Description Miscellaneous Equipment Parts & Supplie	Invoice Amount s 120.00	Discount Taken 0.00	Amount Paid 120.00	Payment Total
			RS					
			FY16/17RNICKA O	Miscellaneous Equipment Parts & Supplie	s 120.00	0.00	120.00	
xxx288454	2/2/17	HOWARD ROME MARTIN & RIDLEY LLP	35963	Legal Services	2,619.51	0.00	2,619.51	\$2,619.51
xxx288455	2/2/17	ICE CENTER OF CUPERTINO	00111216	Rec Instructors/Officials	1,440.00	0.00	1,440.00	\$1,440.00
xxx288456	2/2/17	INNOVATIVE INTERFACES INC	INV-INC12778	Computer Software	23,750.00	0.00	23,750.00	\$23,750.00
xxx288457	2/2/17	JEREMY SUNG	011917PURCHA	DED Services/Training - Books	82.20	0.00	82.20	\$82.20
			SE	C				
xxx288458	2/2/17	JOHN PINA	010617PURCHA	DED Services/Training - Books	76.25	0.00	76.25	\$76.25
			SE					
xxx288460	2/2/17	KELLY PAPER CO	8359100	General Supplies	585.71	0.00	585.71	\$649.18
			8359104	General Supplies	63.47	0.00	63.47	
xxx288461	2/2/17	KENNETH FOLLOSCO	895518-0276218	DED Services/Training - Books	44.15	0.00	44.15	\$44.15
xxx288462	2/2/17	KOHLWEISS AUTO PARTS INC	01PA8350	Parts, Vehicles & Motor Equip	86.58	0.00	86.58	\$899.06
			01PA8351	Parts, Vehicles & Motor Equip	44.61	0.00	44.61	
			01PB6106	Parts, Vehicles & Motor Equip	81.20	0.00	81.20	
			01PB8631	Parts, Vehicles & Motor Equip	20.94	0.00	20.94	
			01PB8636	Parts, Vehicles & Motor Equip	93.93	0.00	93.93	
			01PB8905	Parts, Vehicles & Motor Equip	13.09	0.00	13.09	
			01PB8912	Parts, Vehicles & Motor Equip	84.84	0.00	84.84	
			01PC0118	Parts, Vehicles & Motor Equip	47.34	0.00	47.34	
			01PC1053	Parts, Vehicles & Motor Equip	49.10	0.00	49.10	
			01PC4544	Parts, Vehicles & Motor Equip	44.27	0.00	44.27	
			01PD1164	Inventory Purchase	339.96	6.80	333.16	
xxx288463	2/2/17	L N CURTIS & SONS INC	INV70716	Clothing, Uniforms & Access	2,157.60	0.00	2,157.60	\$5,537.73
			INV75143	Clothing, Uniforms & Access	2,994.60	0.00	2,994.60	
			INV75490	Clothing, Uniforms & Access	385.53	0.00	385.53	
xxx288464	2/2/17	LEAGUE OF CALIFORNIA CITIES	1376	Membership Fees	100.00	0.00	100.00	\$100.00
xxx288466	2/2/17	LOREE C POPEJOY	122716PURCHA SE	DED Services/Training - Books	40.37	0.00	40.37	\$40.37
xxx288467	2/2/17	MCMASTER CARR SUPPLY CO	10527726	Miscellaneous Equipment Parts & Supplie	s 52.31	0.00	52.31	\$245.54

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 10553766	Description Miscellaneous Equipment Parts & Supplie	Invoice Amount 193.23	Discount Taken 0.00	Amount Paid 193.23	Payment Total
xxx288468	2/2/17	MICHELE JACKMAN ENTERPRISES & ADVENTURES	2017120 V.3	City Training Program	3,000.00	0.00	3,000.00	\$3,000.00
xxx288469	2/2/17	MIDWEST TAPE	94698130	Library Acquis, Audio/Visual	289.63	0.00	289.63	\$1,794.58
			94698132	Library Acquis, Audio/Visual	225.62	0.00	225.62	
			94698936	Library Acquis, Audio/Visual	1,279.33	0.00	1,279.33	
xxx288470	2/2/17	MUNICIPAL MAINTENANCE EQUIPMENT INC	0116092-IN	Miscellaneous Equipment	342.45	0.00	342.45	\$342.45
xxx288471	2/2/17	MUNICIPAL RESOURCE GROUP LLC	03-17-14	Professional Services	3,127.76	0.00	3,127.76	\$3,127.76
xxx288472	2/2/17	NAPA AUTO PARTS	272759	Parts, Vehicles & Motor Equip	8.68	0.00	8.68	\$5,247.66
			282472	Parts, Vehicles & Motor Equip	12.82	0.00	12.82	
			286574	Parts, Vehicles & Motor Equip	58.66	0.00	58.66	
			286806	Parts, Vehicles & Motor Equip	8.71	0.00	8.71	
			287353	Parts, Vehicles & Motor Equip	107.37	0.00	107.37	
			287423	Parts, Vehicles & Motor Equip	8.68	0.00	8.68	
			287640	Parts, Vehicles & Motor Equip	24.18	0.00	24.18	
			287642	Parts, Vehicles & Motor Equip	49.00	0.00	49.00	
			287903	Parts, Vehicles & Motor Equip	109.57	0.00	109.57	
			288348	Parts, Vehicles & Motor Equip	73.20	0.00	73.20	
			288501	Parts, Vehicles & Motor Equip	7.01	0.00	7.01	
			288502	Parts, Vehicles & Motor Equip	8.68	0.00	8.68	
			288536	Parts, Vehicles & Motor Equip	224.39	0.00	224.39	
			288650	Parts, Vehicles & Motor Equip	73.12	0.00	73.12	
			288832	Parts, Vehicles & Motor Equip	33.86	0.00	33.86	
			289118	Parts, Vehicles & Motor Equip	16.26	0.00	16.26	
			289125	Parts, Vehicles & Motor Equip	118.44	0.00	118.44	
			289147	Parts, Vehicles & Motor Equip	22.82	0.00	22.82	
			289881	Parts, Vehicles & Motor Equip	7.59	0.00	7.59	
			290209	Parts, Vehicles & Motor Equip	8.78	0.00	8.78	
			290219	Parts, Vehicles & Motor Equip	108.73	0.00	108.73	
			290267	Parts, Vehicles & Motor Equip	108.73	0.00	108.73	
			291010	Parts, Vehicles & Motor Equip	8.02	0.00	8.02	

Sorted by Payment Number

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 291102	Description Parts, Vehicles & Motor Equip	Invoice Amount 107.38	Discount Taken 0.00	Amount Paid 107.38	Payment Total
291171	Parts, Vehicles & Motor Equip	29.42	0.00	29.42	
291290	Parts, Vehicles & Motor Equip	1,252.74	0.00	1,252.74	
291293	Parts, Vehicles & Motor Equip	1,065.53	0.00	1,065.53	
291295	Parts, Vehicles & Motor Equip	47.15	0.00	47.15	
291393	Parts, Vehicles & Motor Equip	145.07	0.00	145.07	
291878	Parts, Vehicles & Motor Equip	12.62	0.00	12.62	
292101	Parts, Vehicles & Motor Equip	127.88	0.00	127.88	
292409	Parts, Vehicles & Motor Equip	26.54	0.00	26.54	
292626	Parts, Vehicles & Motor Equip	8.61	0.00	8.61	
292714	Parts, Vehicles & Motor Equip	31.96	0.00	31.96	
292748	Parts, Vehicles & Motor Equip	13.75	0.00	13.75	
292790	Parts, Vehicles & Motor Equip	55.85	0.00	55.85	
292875	Parts, Vehicles & Motor Equip	15.86	0.00	15.86	
292961	Parts, Vehicles & Motor Equip	80.12	0.00	80.12	
293075	Parts, Vehicles & Motor Equip	111.73	0.00	111.73	
293176	Parts, Vehicles & Motor Equip	19.16	0.00	19.16	
293179	Parts, Vehicles & Motor Equip	18.48	0.00	18.48	
293181	Parts, Vehicles & Motor Equip	15.67	0.00	15.67	
293437	Parts, Vehicles & Motor Equip	119.12	0.00	119.12	
293454	Parts, Vehicles & Motor Equip	245.15	0.00	245.15	
294086	Parts, Vehicles & Motor Equip	53.51	0.00	53.51	
294242	Parts, Vehicles & Motor Equip	158.80	0.00	158.80	
294550	Parts, Vehicles & Motor Equip	9.38	0.00	9.38	
294584	Parts, Vehicles & Motor Equip	146.02	0.00	146.02	
294667	Parts, Vehicles & Motor Equip	15.86	0.00	15.86	
295217	Parts, Vehicles & Motor Equip	62.15	0.00	62.15	
295571	Parts, Vehicles & Motor Equip	5.31	0.00	5.31	
295658	Parts, Vehicles & Motor Equip	24.95	0.00	24.95	
296107	Parts, Vehicles & Motor Equip	8.52	0.00	8.52	
296108	Parts, Vehicles & Motor Equip	6.07	0.00	6.07	

Payment	Payment							
No. xxx288477	Date 2/2/17	Vendor Name NADEJDA M BOJINOVA	Invoice No. 919924-7298617	Description DED Services/Training - Books	Invoice Amount 167.77	Discount Taken 0.00	Amount Paid 167.77	Payment Total \$167.77
xxx288478	2/2/17	OVERDRIVE INC	MR-0022123	Library Periodicals/Databases	543.00	0.00	543.00	\$543.00
xxx288479	2/2/17	PRN ERGONOMIC SERVICES	16120178	Occupational Health and Safety Services - Other	1,230.00	0.00	1,230.00	\$1,230.00
xxx288480	2/2/17	PACIFIC COAST TRANE CONTROLS	C20335	Facilities Maintenance & Repair Labor	2,483.00	0.00	2,483.00	\$2,483.00
xxx288481	2/2/17	RICSON LIBERATO	011817PURCHA SE	DED Services/Training - Books	191.00	0.00	191.00	\$191.00
xxx288482	2/2/17	SAFEWAY INC	801091-012817	Inventory Purchase	14.90	0.00	14.90	\$14.90
xxx288483	2/2/17	SANTA CLARA COUNTY PLANNING OFFICE	2017LUTE GPA	Permit Fees	700.00	0.00	700.00	\$700.00
xxx288484	2/2/17	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H5985910901	Medical Services	1,459.00	0.00	1,459.00	\$1,459.00
xxx288485	2/2/17	SANTA CLARA VALLEY WATER DISTRICT	GM100134	Taxes & Licenses - Misc	10,741.44	0.00	10,741.44	\$10,741.44
xxx288486	2/2/17	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000017440	DED Services/Training - Transportation	45.00	0.00	45.00	\$45.00
xxx288487	2/2/17	SATORU ARAKI	99946078	DED Services/Training - Support Services	139.00	0.00	139.00	\$139.00
xxx288488	2/2/17	SILICON VALLEY TALENT PARTNERSHIP	16/17 1ST PYMT	Miscellaneous Services	1,500.00	0.00	1,500.00	\$1,500.00
xxx288489	2/2/17	STUDIO EM GRAPHIC DESIGN	16453	Graphics Services	6,672.75	0.00	6,672.75	\$6,672.75
xxx288490	2/2/17	SUNIL MEHTA	011017PURCHA SE	DED Services/Training - Books	28.96	0.00	28.96	\$28.96
xxx288491	2/2/17	SUPPLYWORKS	390304798	Inventory Purchase	37.42	0.34	37.08	\$37.08
xxx288492	2/2/17	TALON ECOLOGICAL RESEARCH GROUP	SUNNYVALE00 01	Services Maintain Land Improv	1,537.50	0.00	1,537.50	\$1,537.50
xxx288493	2/2/17	UNICO MECHANICAL CORPORATION	416-0582-2	Equipment Maintenance & Repair Labor	5,457.32	0.00	5,457.32	\$5,457.32
xxx288494	2/2/17	VERIZON WIRELESS	9778381243	Utilities - Mobile Phones - City Mobile Phones	174.61	0.00	174.61	\$174.61
xxx288495	2/2/17	WEST LITE SUPPLY CO INC	49493C-1	Electrical Parts & Supplies	125.97	0.00	125.97	\$125.97
xxx288496	2/2/17	WINSUPPLY OF SILICON VALLEY	669228 02	Miscellaneous Equipment Parts & Supplie	s 21.47	0.00	21.47	\$21.47
xxx288497	2/2/17	G&K SERVICES	1083849769	Laundry & Cleaning Services	11.22	0.00	11.22	\$8,498.36
			1083849770	Laundry & Cleaning Services	7.44	0.00	7.44	
			1083849771	Laundry & Cleaning Services	39.99	0.00	39.99	
			1083849772	Laundry & Cleaning Services	10.62	0.00	10.62	
			1083849773	Laundry & Cleaning Services	70.40	0.00	70.40	

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Sorted by Payment Number

Payment Payment No. Date Vendor Name

Invoice No. 1083849774	Description Laundry & Cleaning Services	Invoice Amount 69.52	Discount Taken 0.00	Amount Paid 69.52	Payment Total
1083849775	Laundry & Cleaning Services	171.26	0.00	171.26	
1083849776	Laundry & Cleaning Services	331.92	0.00	331.92	
1083849777	Laundry & Cleaning Services	166.98	0.00	166.98	
1083849778	Laundry & Cleaning Services	20.42	0.00	20.42	
1083849779	Laundry & Cleaning Services	17.70	0.00	17.70	
1083849780	Laundry & Cleaning Services	151.50	0.00	151.50	
1083849781	Laundry & Cleaning Services	11.48	0.00	11.48	
1083849782	Laundry & Cleaning Services	2.70	0.00	2.70	
1083849783	Laundry & Cleaning Services	107.95	0.00	107.95	
1083849784	Laundry & Cleaning Services	226.78	0.00	226.78	
1083849785	Laundry & Cleaning Services	20.42	0.00	20.42	
1083849786	Laundry & Cleaning Services	17.70	0.00	17.70	
1083849787	Laundry & Cleaning Services	43.98	0.00	43.98	
1083849790	Laundry & Cleaning Services	17.70	0.00	17.70	
1083849791	Laundry & Cleaning Services	8.12	0.00	8.12	
1083849792	Laundry & Cleaning Services	13.87	0.00	13.87	
1083849793	Laundry & Cleaning Services	44.85	0.00	44.85	
1083849794	Laundry & Cleaning Services	21.35	0.00	21.35	
1083849795	Laundry & Cleaning Services	19.95	0.00	19.95	
1083849796	Laundry & Cleaning Services	17.70	0.00	17.70	
1083851724	Laundry & Cleaning Services	11.22	0.00	11.22	
1083851725	Laundry & Cleaning Services	7.44	0.00	7.44	
1083851726	Laundry & Cleaning Services	39.99	0.00	39.99	
1083851727	Laundry & Cleaning Services	10.62	0.00	10.62	
1083851728	Laundry & Cleaning Services	70.40	0.00	70.40	
1083851729	Laundry & Cleaning Services	69.52	0.00	69.52	
1083851730	Laundry & Cleaning Services	171.26	0.00	171.26	
1083851731	Laundry & Cleaning Services	331.92	0.00	331.92	
1083851732	Laundry & Cleaning Services	166.98	0.00	166.98	
1083851733	Laundry & Cleaning Services	20.42	0.00	20.42	

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List of All Claims and Bills Approved for Payment For Payments Dated 1/29/2017 through 2/4/2017

Payment	Payment	
No.	Date	Vendor Name

Invoice No.	Description Laundry & Cleaning Services	Invoice Amount	Discount Taken 0.00	Amount Paid 17.70	Payment Total
1083851734	Laundry & Cleaning Services	157.73	0.00	157.73	
1083851735	, .				
1083851736	Laundry & Cleaning Services	11.48	0.00	11.48	
1083851737	Laundry & Cleaning Services	2.70	0.00	2.70	
1083851738	Laundry & Cleaning Services	107.95	0.00	107.95	
1083851739	Laundry & Cleaning Services	226.78	0.00	226.78	
1083851740	Laundry & Cleaning Services	20.42	0.00	20.42	
1083851741	Laundry & Cleaning Services	53.09	0.00	53.09	
1083851742	Laundry & Cleaning Services	17.70	0.00	17.70	
1083851743	Laundry & Cleaning Services	31.05	0.00	31.05	
1083851744	Laundry & Cleaning Services	43.98	0.00	43.98	
1083851745	Laundry & Cleaning Services	20.24	0.00	20.24	
1083851746	Laundry & Cleaning Services	33.52	0.00	33.52	
1083851747	Laundry & Cleaning Services	51.79	0.00	51.79	
1083851750	Laundry & Cleaning Services	17.70	0.00	17.70	
1083851751	Laundry & Cleaning Services	17.70	0.00	17.70	
1083853655	Laundry & Cleaning Services	11.22	0.00	11.22	
1083853656	Laundry & Cleaning Services	6.51	0.00	6.51	
1083853657	Laundry & Cleaning Services	39.06	0.00	39.06	
1083853658	Laundry & Cleaning Services	10.62	0.00	10.62	
1083853659	Laundry & Cleaning Services	70.40	0.00	70.40	
1083853660	Laundry & Cleaning Services	69.52	0.00	69.52	
1083853661	Laundry & Cleaning Services	174.50	0.00	174.50	
1083853662	Laundry & Cleaning Services	319.20	0.00	319.20	
1083853663	Laundry & Cleaning Services	166.98	0.00	166.98	
1083853664	Laundry & Cleaning Services	20.42	0.00	20.42	
1083853665	Laundry & Cleaning Services	17.70	0.00	17.70	
1083853666	Laundry & Cleaning Services	161.49	0.00	161.49	
1083853667	Laundry & Cleaning Services	11.48	0.00	11.48	
1083853668	Laundry & Cleaning Services	2.70	0.00	2.70	
1083853669	Laundry & Cleaning Services	107.95	0.00	107.95	
1003033009	<i>y y</i>				

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List of All Claims and Bills Approved for Payment For Payments Dated 1/29/2017 through 2/4/2017

Payment	Payment	
No.	Date	Vendor Name

Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
1083853670	Laundry & Cleaning Services	226.78	0.00	226.78	
1083853671	Laundry & Cleaning Services	20.42	0.00	20.42	
1083853672	Laundry & Cleaning Services	17.70	0.00	17.70	
1083853673	Laundry & Cleaning Services	43.98	0.00	43.98	
1083853676	Laundry & Cleaning Services	17.70	0.00	17.70	
1083853677	Laundry & Cleaning Services	8.12	0.00	8.12	
1083853678	Laundry & Cleaning Services	13.87	0.00	13.87	
1083853679	Laundry & Cleaning Services	44.85	0.00	44.85	
1083853680	Laundry & Cleaning Services	21.35	0.00	21.35	
1083853681	Laundry & Cleaning Services	19.95	0.00	19.95	
1083853682	Laundry & Cleaning Services	17.70	0.00	17.70	
1083855620	Laundry & Cleaning Services	11.22	0.00	11.22	
1083855621	Laundry & Cleaning Services	6.51	0.00	6.51	
1083855622	Laundry & Cleaning Services	150.45	0.00	150.45	
1083855623	Laundry & Cleaning Services	10.62	0.00	10.62	
1083855624	Laundry & Cleaning Services	70.40	0.00	70.40	
1083855625	Laundry & Cleaning Services	69.52	0.00	69.52	
1083855626	Laundry & Cleaning Services	177.20	0.00	177.20	
1083855627	Laundry & Cleaning Services	319.20	0.00	319.20	
1083855628	Laundry & Cleaning Services	166.98	0.00	166.98	
1083855629	Laundry & Cleaning Services	20.42	0.00	20.42	
1083855630	Laundry & Cleaning Services	17.70	0.00	17.70	
1083855631	Laundry & Cleaning Services	161.49	0.00	161.49	
1083855632	Laundry & Cleaning Services	11.48	0.00	11.48	
1083855633	Laundry & Cleaning Services	2.70	0.00	2.70	
1083855634	Laundry & Cleaning Services	107.95	0.00	107.95	
1083855635	Laundry & Cleaning Services	226.78	0.00	226.78	
1083855636	Laundry & Cleaning Services	20.42	0.00	20.42	
1083855637	Laundry & Cleaning Services	53.09	0.00	53.09	
1083855638	Laundry & Cleaning Services	17.70	0.00	17.70	
1083855639	Laundry & Cleaning Services	41.17	0.00	41.17	

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 1083855640	Description Laundry & Cleaning Services	Invoice Amount 43.98	Discount Taken 0.00	Amount Paid 43.98	Payment Total
1083855641	Laundry & Cleaning Services	20.24	0.00	20.24	
1083855642	Laundry & Cleaning Services	33.52	0.00	33.52	
1083855643	Laundry & Cleaning Services	51.79	0.00	51.79	
1083855646	Laundry & Cleaning Services	17.70	0.00	17.70	
1083855647	Laundry & Cleaning Services	17.70	0.00	17.70	
1083857560	Laundry & Cleaning Services	11.22	0.00	11.22	
1083857561	Laundry & Cleaning Services	6.51	0.00	6.51	
1083857562	Laundry & Cleaning Services	39.06	0.00	39.06	
1083857563	Laundry & Cleaning Services	10.62	0.00	10.62	
1083857564	Laundry & Cleaning Services	70.40	0.00	70.40	
1083857565	Laundry & Cleaning Services	69.52	0.00	69.52	
1083857566	Laundry & Cleaning Services	177.21	0.00	177.21	
1083857567	Laundry & Cleaning Services	319.20	0.00	319.20	
1083857568	Laundry & Cleaning Services	155.54	0.00	155.54	
1083857569	Laundry & Cleaning Services	20.42	0.00	20.42	
1083857570	Laundry & Cleaning Services	17.70	0.00	17.70	
1083857571	Laundry & Cleaning Services	161.49	0.00	161.49	
1083857572	Laundry & Cleaning Services	11.48	0.00	11.48	
1083857573	Laundry & Cleaning Services	2.70	0.00	2.70	
1083857574	Laundry & Cleaning Services	107.95	0.00	107.95	
1083857575	Laundry & Cleaning Services	226.78	0.00	226.78	
1083857576	Laundry & Cleaning Services	20.42	0.00	20.42	
1083857577	Laundry & Cleaning Services	17.70	0.00	17.70	
1083857578	Laundry & Cleaning Services	43.98	0.00	43.98	
1083857581	Laundry & Cleaning Services	17.70	0.00	17.70	
1083857582	Laundry & Cleaning Services	8.12	0.00	8.12	
1083857583	Laundry & Cleaning Services	13.87	0.00	13.87	
1083857584	Laundry & Cleaning Services	44.85	0.00	44.85	
1083857585	Laundry & Cleaning Services	21.35	0.00	21.35	
1083857586	Laundry & Cleaning Services	19.95	0.00	19.95	

Sorted by Payment Number

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 1083857587	Description Laundry & Cleaning Services	Invoice Amount 17.70	Discount Taken 0.00	Amount Paid 17.70	Payment Total
xxx288509	2/2/17	PACIFIC GAS & ELECTRIC CO	03142830051016	Utilities - Electric	44,394.69	0.00	44,394.69	\$48,041.79
			03958470700117	Utilities - Electric	3,636.60	0.00	3,636.60	
			89805160050117	Utilities - Electric	10.50	0.00	10.50	
xxx288510	2/2/17	PRIORITY DISPATCH CORP	021317-021517	Training and Conferences	365.00	0.00	365.00	\$365.00
xxx288511	2/2/17	SANTA CLARA COUNTY CLERK-RECORDER	ST-17-02	Permit Fees	50.00	0.00	50.00	\$50.00
xxx288512	2/2/17	SANTA CLARA COUNTY CLERK-RECORDER	PR-13/02-14	Permit Fees	50.00	0.00	50.00	\$50.00
xxx288513	2/2/17	SOUTH BAY REGIONAL PUBLIC SAFETY	217368	Training and Conferences	204.00	0.00	204.00	\$204.00
xxx288514	2/2/17	SOUTH BAY REGIONAL PUBLIC SAFETY	032717-033117	Training and Conferences	175.00	0.00	175.00	\$175.00
xxx288515	2/2/17	STATE WATER RESOURCES CONTROL BOARD	TAVAKOL GR III	Membership Fees	350.00	0.00	350.00	\$350.00
xxx288516	2/2/17	STATE WATER RESOURCES CONTROL	BATENGA GR I	Membership Fees	140.00	0.00	140.00	\$2,140.00
		BOARD	BYRD GR II	Membership Fees	180.00	0.00	180.00	
			ESTRADA GR III	Membership Fees	350.00	0.00	350.00	
			MARTINEZ GR II	Membership Fees	180.00	0.00	180.00	
			OCHOA GR II	Membership Fees	180.00	0.00	180.00	
			SOEHENDRO GIII	Membership Fees	350.00	0.00	350.00	
			SOEHENDRO GRII	Membership Fees	230.00	0.00	230.00	
			TAVARES GR II	Membership Fees	180.00	0.00	180.00	
			ZABINSKI GRIII	Membership Fees	350.00	0.00	350.00	
xxx288517	2/2/17	THIRD DEGREE COMMUNICATIONS INC	5637	Training and Conferences	225.00	0.00	225.00	\$225.00
xxx100639	1/31/17	STATE BOARD OF EQUAL DIRECT DEPOSIT	839463	Use Tax Payable	8,204.03	0.00	8,204.03	\$8,204.03

Grand Total Payment Amount \$1,139,393.87

2/13/2017 Page 1 City of Sunnyvale **LIST # 855**

List of All Claims and Bills Approved for Payment For Payments Dated 2/5/2017 through 2/11/2017

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx288523	2/7/17	AL CLANCY & ASSOC	LE1701	Consultants	400.00	0.00	400.00	\$400.00
xxx288524	2/7/17	ALAMEDA CTY INFORMATION	112-1612058	Software As a Service	1,457.64	0.00	1,457.64	\$1,457.64
		TECHNOLOGY DEPT	112-1012030		,		,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
xxx288525	2/7/17	ALTEC INDUSTRIES INC	50060596	Auto Maint & Repair - Labor	330.00	0.00	330.00	\$330.00
xxx288526	2/7/17	AMERICAN RED CROSS	10492534	Training and Conferences	297.00	0.00	297.00	\$297.00
xxx288527	2/7/17	BMI IMAGING SYSTEMS	305436	Library Technology Services	1,192.00	0.00	1,192.00	\$1,192.00
xxx288528	2/7/17	BACKFLOW PREVENTION SPECIALISTS	5306	Water Backflow Valves	167.23	0.00	167.23	\$167.23
		INC						
xxx288529	2/7/17	CSAC EXCESS INSURANCE AUTHORITY	2491	Insurances - Life/AD&D Insurance	18,949.25	0.00	18,949.25	\$42,668.11
			2491	Insurances - Long Term Disability	23,718.86	0.00	23,718.86	
xxx288530	2/7/17	CSG CONSULTANTS INC	10259	Consultants	11,172.00	0.00	11,172.00	\$15,504.00
			10259	Engineering Services	4,332.00	0.00	4,332.00	
xxx288531	2/7/17	CALLANDER ASSOC	16065-2	Consultants	4,424.73	0.00	4,424.73	\$4,424.73
xxx288532	2/7/17	CENTRAL LABOR COUNCIL	DEC2016	Contracts/Service Agreements	74,514.00	0.00	74,514.00	\$74,514.00
		PARTNERSHIP						
xxx288533	2/7/17	CONSTANT CONTACT INC	UZL51CDAB231	Contracts/Service Agreements	3,318.00	0.00	3,318.00	\$3,318.00
			7					
xxx288534	2/7/17	CONVERGENT COMPUTING	BILL43291	Professional Services	15,875.00	0.00	15,875.00	\$15,875.00
xxx288535	2/7/17	CORIX WATER PRODUCTS (US) INC	17713001006	Construction Services	5,304.80	0.00	5,304.80	\$21,417.59
			17713001051	Supplies, Safety	80.58	0.00	80.58	
			17713001181	Construction Services	11,185.47	0.00	11,185.47	
			17713001181	Supplies, Safety	4,337.41	0.00	4,337.41	
			17713001270	Construction Services	509.33	0.00	509.33	
xxx288536	2/7/17	COUNTY OF SANTA CLARA PROBATION	1800056014	Contracts/Service Agreements	26,063.86	0.00	26,063.86	\$26,063.86
xxx288537	2/7/17	DEPT CRESCENT TERRACE INC	DD A WILL	Customer Loans Disbursed	94,246.73	0.00	94,246.73	\$94,246.73
			DRAW#5		ŕ			*
xxx288538	2/7/17	DARRED TIPE CO. INC.	7283	Salaries - Contract Personnel	15,587.84	0.00	15,587.84	\$15,587.84
xxx288539	2/7/17	DAPPER TIRE CO INC	44140877	Inventory Purchase	1,543.21	0.00	1,543.21	\$1,543.21
xxx288540	2/7/17	DEPARTMENT OF TRANSPORTATION	SL170425	Utilities - Electric	6,684.06	0.00	6,684.06	\$6,684.06
xxx288541	2/7/17	DOUGLAS MIYAKI						\$104.73

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 122716PURCHA	Description DED Services/Training - Books	Invoice Amount 104.73	Discount Taken 0.00	Amount Paid 104.73	Payment Total
			SE					
xxx288542	2/7/17	DOWNEY BRAND LLP	505437	Legal Services	1,572.50	0.00	1,572.50	\$1,572.50
xxx288544	2/7/17	FEDEX	5-688-19960	Postage	9.22	0.00	9.22	\$13.14
			5-688-19961	Postage	3.92	0.00	3.92	
xxx288545	2/7/17	FERGUSON ENTERPRISES INC 1423	1241973-1	Inventory Purchase	157.33	1.45	155.88	\$155.88
xxx288546	2/7/17	FLYERS ENERGY LLC	16-380612	Fuel, Oil & Lubricants	19,305.25	0.00	19,305.25	\$9,827.69
			16-380612A	Fuel, Oil & Lubricants	9,827.69	0.00	9,827.69	
			16-380612C	Fuel, Oil & Lubricants	-19,305.25	0.00	-19,305.25	
xxx288547	2/7/17	GRANITEROCK CO	1007383	Materials - Land Improve	2,413.55	0.00	2,413.55	\$2,413.55
xxx288548	2/7/17	HANSON ASSOC	1555	Consultants	5,550.00	0.00	5,550.00	\$5,550.00
xxx288549	2/7/17	HARRINGTON INDUSTRIAL PLASTICS LLC	003K4591	Electrical Parts & Supplies	3,566.99	0.00	3,566.99	\$3,566.99
xxx288550	2/7/17	HUMANE SOCIETY SILICON VALLEY	125366	Contracts/Service Agreements	13,657.28	0.00	13,657.28	\$13,657.28
xxx288551	2/7/17	INGRAM LIBRARY SERVICES INC	96900983	Library Acquisitions, Books	-52.88	0.00	-52.88	\$22,933.05
			97047460	Library Acquisitions, Books	-18.07	0.00	-18.07	
			97097399	Library Acquisitions, Books	407.32	0.00	407.32	
			97097400	Library Acquisitions, Books	5,781.37	0.00	5,781.37	
			97097400	Library Materials Preprocessing	394.61	0.00	394.61	
			97097401	Library Acquisitions, Books	5,968.83	0.00	5,968.83	
			97097401	Library Materials Preprocessing	440.86	0.00	440.86	
			97097402	Library Acquisitions, Books	9,296.84	0.00	9,296.84	
			97097402	Library Materials Preprocessing	714.17	0.00	714.17	
xxx288552	2/7/17	JAVELCO EQUIPMENT SERVICE INC	51637	Parts, Vehicles & Motor Equip	98.40	0.00	98.40	\$1,387.46
			51652	Parts, Vehicles & Motor Equip	60.61	0.00	60.61	
			51660	Parts, Vehicles & Motor Equip	80.96	0.00	80.96	
			51691	Inventory Purchase	48.87	0.00	48.87	
			51715	Misc Equip Maint & Repair - Labor	142.50	0.00	142.50	
			51715	Misc Equip Maint & Repair - Materials	271.56	0.00	271.56	
			51772	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	
			51772	Misc Equip Maint & Repair - Materials	256.03	0.00	256.03	
			51773	Miscellaneous Equipment Parts & Supplie	s 333.53	0.00	333.53	

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx288553	2/7/17	JERONIMOS LITHOCRAFT	17-9749	Printing & Related Services	113.93	0.00	113.93	\$113.93
xxx288554	2/7/17	KOHLWEISS AUTO PARTS INC	01PC4628	Parts, Vehicles & Motor Equip	17.86	0.00	17.86	\$963.87
			01PC5752	Parts, Vehicles & Motor Equip	34.78	0.00	34.78	
			01PC5837	Parts, Vehicles & Motor Equip	97.34	0.00	97.34	
			01PC5838	Parts, Vehicles & Motor Equip	7.72	0.00	7.72	
			01PC6106	Parts, Vehicles & Motor Equip	44.65	0.00	44.65	
			01PC6192	Parts, Vehicles & Motor Equip	98.94	0.00	98.94	
			01PC6197	Parts, Vehicles & Motor Equip	34.79	0.00	34.79	
			01PC6199	Parts, Vehicles & Motor Equip	67.23	0.00	67.23	
			01PC6274	Parts, Vehicles & Motor Equip	78.53	0.00	78.53	
			01PC8365	Parts, Vehicles & Motor Equip	58.42	0.00	58.42	
			01PC8500	Parts, Vehicles & Motor Equip	48.66	0.00	48.66	
			01PD1104	Inventory Purchase	224.50	4.49	220.01	
			01PD2066	Parts, Vehicles & Motor Equip	54.14	0.00	54.14	
			01PD2451	Parts, Vehicles & Motor Equip	10.76	0.00	10.76	
			01PD2511	Parts, Vehicles & Motor Equip	56.45	0.00	56.45	
			01PD2610	Parts, Vehicles & Motor Equip	33.59	0.00	33.59	
xxx288556	2/7/17	LOZANO SUNNYVALE CAR WASH	032	Auto Maint & Repair - Labor	487.50	0.00	487.50	\$487.50
xxx288557	2/7/17	MSI FUEL MANAGEMENT INC	4159	Auto Maint & Repair - Labor	570.00	0.00	570.00	\$570.00
xxx288558	2/7/17	MICHAEL BERNICK	DEC2016	Contracts/Service Agreements	1,500.00	0.00	1,500.00	\$1,500.00
xxx288559	2/7/17	MIDWEST TAPE	94733002	Library Periodicals/Databases	7,066.68	0.00	7,066.68	\$7,066.68
xxx288560	2/7/17	MIRACLE PLAY SYSTEMS	I2016-1825	Materials - Land Improve	1,573.66	0.00	1,573.66	\$1,573.66
xxx288561	2/7/17	MUNICIPAL MAINTENANCE EQUIPMENT	0113940-IN	Parts, Vehicles & Motor Equip	1,527.77	0.00	1,527.77	\$3,773.48
		INC	0115351-IN	Parts, Vehicles & Motor Equip	71.60	0.00	71.60	
			0115496-IN	Parts, Vehicles & Motor Equip	153.09	0.00	153.09	
			0115519-IN	Parts, Vehicles & Motor Equip	403.88	0.00	403.88	
			0115530-IN	Parts, Vehicles & Motor Equip	1,567.37	0.00	1,567.37	
			0115776-IN	Parts, Vehicles & Motor Equip	49.77	0.00	49.77	
xxx288562	2/7/17	NEXTEL COMMUNICATIONS	223865314-182	Utilities - Mobile Phones - City Mobile Phones	151.96	0.00	151.96	\$151.96
xxx288563	2/7/17	NORMANDIN CHRYSLER JEEP DODGE RAM	CHCS522729	Auto Maint & Repair - Labor	99.00	0.00	99.00	\$99.00
xxx288564	2/7/17	OCCUPATIONAL TRAINING INSTITUTE						\$856.03

Payment	Payment							
No.	Date	Vendor Name	Invoice No. WIA-1344	Description DED Services/Training - Training	Invoice Amount 856.03	Discount Taken 0.00	Amount Paid 856.03	Payment Total
xxx288565	2/7/17	OMEGA ENGRAVING	215752	General Supplies	10.00	0.00	10.00	\$10.00
xxx288566	2/7/17	OPTONY INC	170308	Consultants	1,343.00	0.00	1,343.00	\$1,343.00
xxx288567	2/7/17	ORLANDI TRAILER INC	158544	Parts, Vehicles & Motor Equip	242.99	0.00	242.99	\$242.99
xxx288569	2/7/17	PACIFIC WEST SECURITY INC	1043488-IN	Alarm Services	79.00	0.00	79.00	\$864.00
			1043540-IN	Alarm Services	90.00	0.00	90.00	
			1043541-IN	Facilities Maintenance & Repair Labor	116.00	0.00	116.00	
			1043542-IN	Facilities Maintenance & Repair Labor	199.00	0.00	199.00	
			1043543-IN	General Supplies	121.00	0.00	121.00	
			1043544-IN	General Supplies	167.00	0.00	167.00	
			1043545-IN	General Supplies	92.00	0.00	92.00	
xxx288570	2/7/17	PALO ALTO CHAMBER OF COMMERCE	12723	Membership Fees	350.00	0.00	350.00	\$350.00
xxx288571	2/7/17	PETERSON TRUCKS	432329P	Parts, Vehicles & Motor Equip	13.57	0.00	13.57	\$27.14
			432331P	Parts, Vehicles & Motor Equip	13.57	0.00	13.57	
xxx288572	2/7/17	PINE CONE LUMBER CO INC	679353	Parts, Vehicles & Motor Equip	216.36	0.00	216.36	\$473.87
			681845	Materials - Land Improve	257.51	0.00	257.51	
xxx288573	2/7/17	PORTNOV COMPUTER SCHOOL	01-04-17	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,995.00
			01-05-17	DED Services/Training - Training	595.00	0.00	595.00	
xxx288574	2/7/17	PRASHANT MURTHY	121416PURCHA SE	DED Services/Training - Books	65.17	0.00	65.17	\$65.17
xxx288575	2/7/17	PRAXAIR DISTRIBUTION INC	75944181	Parts, Vehicles & Motor Equip	44.63	0.00	44.63	\$44.63
xxx288576	2/7/17	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	5858	Vehicles & Motorized Equip	326.25	0.00	326.25	\$326.25
xxx288577	2/7/17	RAVI SHARMA	DILIGENT#4628	DED Services/Training - Books	97.95	0.00	97.95	\$97.95
xxx288578	2/7/17	RENNE SLOAN HOLTZMAN SAKAI LLP	33639	Legal Services	1,618.50	0.00	1,618.50	\$16,552.52
			33659	Legal Services	14,934.02	0.00	14,934.02	
xxx288579	2/7/17	ROSS RECREATION EQUIPMENT CO INC	I10179	Materials - Land Improve	134.49	0.00	134.49	\$134.49
xxx288580	2/7/17	ROYAL BRASS INC	816760-001	Parts, Vehicles & Motor Equip	385.35	0.00	385.35	\$502.49
			816915-001	Parts, Vehicles & Motor Equip	57.84	0.00	57.84	
			817061-001	Parts, Vehicles & Motor Equip	46.79	0.00	46.79	
			817090-001	Parts, Vehicles & Motor Equip	12.51	0.00	12.51	
xxx288581	2/7/17	SAFETY KLEEN SYSTEMS INC						\$326.30

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 72304736	Description Chemicals	Invoice Amount 326.30	Discount Taken 0.00	Amount Paid 326.30	Payment Total
xxx288582	2/7/17	SAFEWAY INC	430412-011817	Food Products	12.50	0.00	12.50	\$152.89
			432645-013017	Food Products	23.42	0.00	23.42	
			723022-013117	Food Products	5.00	0.00	5.00	
			803466-020217	Food Products	111.97	0.00	111.97	
xxx288583	2/7/17	SIERRA PACIFIC TURF SUPPLY INC	0493698-IN	Materials - Land Improve	2,602.30	0.00	2,602.30	\$2,602.30
xxx288584	2/7/17	SILICON VALLEY AUTOBODY INC	30651	Auto Maint & Repair - Labor	1,176.00	0.00	1,176.00	\$3,061.95
			30651	Auto Maint & Repair - Materials	1,885.95	0.00	1,885.95	
xxx288585	2/7/17	SILICON VALLEY POLYTECHNIC	01152017-340	DED Services/Training - Training	1,800.00	0.00	1,800.00	\$33,600.00
		INSTITUTE	01152017-341	DED Services/Training - Training	1,800.00	0.00	1,800.00	
			01152017-397	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01152017-398	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01152017-399	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01162017-400	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01162017-401	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01212017-403	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01212017-404	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01212017-405	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01262017-406	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01262017-407	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			01302017-408	DED Services/Training - Training	300.00	0.00	300.00	
			0262017-408	DED Services/Training - Training	2,700.00	0.00	2,700.00	
xxx288587	2/7/17	SIMPLEX GRINNELL	83060120	Facilities Maintenance & Repair Labor	1,925.00	0.00	1,925.00	\$1,925.00
xxx288588	2/7/17	SMART & FINAL INC	104059-012417	Food Products	110.65	0.00	110.65	\$389.90
			107904-012917	Food Products	162.11	0.00	162.11	
			107924-012917	Food Products	16.01	0.00	16.01	
			109976-020117	Food Products	101.13	0.00	101.13	
xxx288589	2/7/17	SPARTAN TOOL LLC	537837	Miscellaneous Equipment	4,274.82	0.00	4,274.82	\$6,058.80
			537838	Miscellaneous Equipment	988.44	0.00	988.44	
			538107	Miscellaneous Equipment	795.54	0.00	795.54	
xxx288590	2/7/17	ST FRANCIS ELECTRIC INC						\$8,553.51

Payment	Payment							
No.	Date	Vendor Name	Invoice No. SAFERTS2014#0 5	Description Construction Services	Invoice Amount 8,553.51	Discount Taken 0.00	Amount Paid 8,553.51	Payment Total
xxx288591	2/7/17	STATE BOARD OF EQUALIZATION	2016 GEN FEE	Taxes & Licenses - Misc	220.00	0.00	220.00	\$220.00
xxx288592	2/7/17	STUDIO EM GRAPHIC DESIGN	16476	Graphics Services	189.88	0.00	189.88	\$325.51
			16477	Graphics Services	135.63	0.00	135.63	
xxx288593	2/7/17	SUNNYVALE TOWING INC	291520	Vehicle Towing Services	200.00	0.00	200.00	\$767.00
			291864	Vehicle Towing Services	250.00	0.00	250.00	
			293526	Vehicle Towing Services	40.00	0.00	40.00	
			293861	Vehicle Towing Services	35.00	0.00	35.00	
			293875	Vehicle Towing Services	35.00	0.00	35.00	
			298568	Vehicle Towing Services	35.00	0.00	35.00	
			298586	Vehicle Towing Services	35.00	0.00	35.00	
			298587	Vehicle Towing Services	35.00	0.00	35.00	
			299516	Vehicle Towing Services	40.00	0.00	40.00	
			299517	Vehicle Towing Services	62.00	0.00	62.00	
xxx288594	2/7/17	SUPPLYWORKS	390680254	Inventory Purchase	215.70	1.99	213.71	\$3,747.32
			390828911	Inventory Purchase	3,566.48	32.87	3,533.61	
xxx288595	2/7/17	THE LIGHTHOUSE	0309806	Parts, Vehicles & Motor Equip	28.64	0.00	28.64	\$28.64
xxx288596	2/7/17	TUFF SHED INC	1079529SO	Materials - Land Improve	8,611.90	0.00	8,611.90	\$8,611.90
xxx288597	2/7/17	TURF & INDUSTRIAL EQUIPMENT CO	IV19072	Parts, Vehicles & Motor Equip	1,578.29	0.00	1,578.29	\$5,871.83
			IV19145	Parts, Vehicles & Motor Equip	1,703.03	0.00	1,703.03	
			IV19250	Parts, Vehicles & Motor Equip	1,578.29	0.00	1,578.29	
			IV19286	Parts, Vehicles & Motor Equip	540.53	0.00	540.53	
			IV19435	Parts, Vehicles & Motor Equip	372.00	0.00	372.00	
			IV19537	Parts, Vehicles & Motor Equip	99.69	0.00	99.69	
xxx288598	2/7/17	TURF STAR INC	6958406-00	Parts, Vehicles & Motor Equip	281.31	0.00	281.31	\$572.03
			6958549-00	Parts, Vehicles & Motor Equip	133.71	0.00	133.71	
			6958939-00	Parts, Vehicles & Motor Equip	52.27	0.00	52.27	
			6959388-00	Parts, Vehicles & Motor Equip	104.74	0.00	104.74	
xxx288599	2/7/17	UC REGENTS	956985-164	DED Services/Training - Training	378.50	0.00	378.50	\$22,013.00
			957195-171	DED Services/Training - Training	484.50	0.00	484.50	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 957509-171	Description DED Services/Training - Training	Invoice Amount 477.00	Discount Taken 0.00	Amount Paid 477.00	Payment Total
			980132-171	DED Services/Training - Training	4,900.50	0.00	4,900.50	
			980176-171	DED Services/Training - Training	4,135.50	0.00	4,135.50	
			980199-171	DED Services/Training - Training	4,900.50	0.00	4,900.50	
			991325-171	DED Services/Training - Training	1,993.50	0.00	1,993.50	
			991512-171	DED Services/Training - Training	4,743.00	0.00	4,743.00	
xxx288600	2/7/17	UNITED RENTALS	143304415-001	Equipment Rental/Lease	313.57	0.00	313.57	\$313.57
xxx288601	2/7/17	UNITED SITE SERVICES INC	114-4876749	Professional Services	349.37	0.00	349.37	\$349.37
xxx288603	2/7/17	UNIVERSITY OF CALIFORNIA SANTA	56828	DED Services/Training - Training	403.50	0.00	403.50	\$135,101.00
		CRUZ	56936	DED Services/Training - Training	614.50	0.00	614.50	
			57045	DED Services/Training - Training	386.00	0.00	386.00	
			57060	DED Services/Training - Training	458.00	0.00	458.00	
			57149	DED Services/Training - Training	380.00	0.00	380.00	
			57165	DED Services/Training - Training	332.00	0.00	332.00	
			57407	DED Services/Training - Training	5,094.00	0.00	5,094.00	
			57409	DED Services/Training - Training	5,035.50	0.00	5,035.50	
			57413	DED Services/Training - Training	3,298.50	0.00	3,298.50	
			57415	DED Services/Training - Training	4,905.00	0.00	4,905.00	
			57417	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57420	DED Services/Training - Training	2,916.00	0.00	2,916.00	
			57422	DED Services/Training - Training	3,267.00	0.00	3,267.00	
			57424	DED Services/Training - Training	4,266.00	0.00	4,266.00	
			57428	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57431	DED Services/Training - Training	4,743.00	0.00	4,743.00	
			57433	DED Services/Training - Training	4,959.00	0.00	4,959.00	
			57435	DED Services/Training - Training	4,828.50	0.00	4,828.50	
			57437	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57440	DED Services/Training - Training	3,267.00	0.00	3,267.00	
			57442	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57445	DED Services/Training - Training	5,269.50	0.00	5,269.50	
			57447	DED Services/Training - Training	2,794.50	0.00	2,794.50	

2/13/2017 City of Sunnyvale Page 8 **LIST # 855**

List of All Claims and Bills Approved for Payment For Payments Dated 2/5/2017 through 2/11/2017

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 57450	Description DED Services/Training - Training	Invoice Amount 5,400.00	Discount Taken 0.00	Amount Paid 5,400.00	Payment Total
			57453	DED Services/Training - Training	3,411.00	0.00	3,411.00	
			57455	DED Services/Training - Training	4,689.00	0.00	4,689.00	
			57457	DED Services/Training - Training	4,648.50	0.00	4,648.50	
			57459	DED Services/Training - Training	4,671.00	0.00	4,671.00	
			57461	DED Services/Training - Training	4,797.00	0.00	4,797.00	
			57463	DED Services/Training - Training	5,157.00	0.00	5,157.00	
			57465	DED Services/Training - Training	4,644.00	0.00	4,644.00	
			57467	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57470	DED Services/Training - Training	4,653.00	0.00	4,653.00	
			57472	DED Services/Training - Training	3,690.00	0.00	3,690.00	
			57474	DED Services/Training - Training	4,698.00	0.00	4,698.00	
			57476	DED Services/Training - Training	425.00	0.00	425.00	
xxx288606	2/7/17	VALI COOPER & ASSOC INC	150030000109	Engineering Services	702.24	0.00	702.24	\$702.24
xxx288607	2/7/17	VALLEY OIL CO	35761	Fuel, Oil & Lubricants	143.55	0.00	143.55	\$11,740.62
			35863	Fuel, Oil & Lubricants	269.32	0.00	269.32	
			36170	Fuel, Oil & Lubricants	287.10	0.00	287.10	
			36184	Fuel, Oil & Lubricants	715.41	0.00	715.41	
			36244	Fuel, Oil & Lubricants	607.20	0.00	607.20	
			36443	Fuel, Oil & Lubricants	807.62	0.00	807.62	
			861933	Inventory Purchase	8,910.42	0.00	8,910.42	
xxx288608	2/7/17	VERMEER PACIFIC	P64190	Parts, Vehicles & Motor Equip	2,016.28	0.00	2,016.28	\$2,876.14
			P64242	Parts, Vehicles & Motor Equip	824.19	0.00	824.19	
			P64281	Parts, Vehicles & Motor Equip	35.67	0.00	35.67	
xxx288609	2/7/17	WHCI PLUMBING SUPPLY	S2179149.001	Bldg Maint Matls & Supplies	138.23	0.00	138.23	\$138.23
xxx288610	2/7/17	WRA	22204-2-28492	Consultants	103.00	0.00	103.00	\$103.00
xxx288611	2/7/17	WEST COAST RUBBER & RECYCLING INC	16-2779	Auto Maint & Repair - Labor	162.50	0.00	162.50	\$170.63
			16-2779	Auto Maint & Repair - Materials	8.13	0.00	8.13	
xxx288612	2/7/17	WINSUPPLY OF SILICON VALLEY	667068 00	Materials - Land Improve	59.68	0.00	59.68	\$59.68
xxx288613	2/7/17	YAJING LI	012517PURCHA SE	DED Services/Training - Books	32.04	0.00	32.04	\$32.04

NAZJABASI	Payment No. xxx288614	Payment Date 2/7/17	Vendor Name YAMAHA MOTOR FINANCE CORP USA	Invoice No. 597796	Description Equipment Rental/Lease	Invoice Amount 5,908.25	Discount Taken 0.00	Amount Paid 5,908.25	Payment Total \$5,908.25
xxx288662 27/17 DEPT OF FORESTRY & FIRE PROTECTION 140420 Training and Conferences 228,00 0.00 228,00 \$228,00 xxx288628 27/17 NDUSTRIAL EMERGENCY COUNCIL NV-01992 Training and Conferences 1,100,00 0.00 1,000,00 \$1,100,00 xxx288628 27/17 OFFICE DEPOT INC 88412809001 Supplies, Office I 80.07 0.00 252.95 xxx288628 27/17 OFFICE DEPOT INC 884128032001 Supplies, Office I 38.07 0.00 252.95 xxx288628 27/17 OFFICE DEPOT INC 88421705001 Supplies, Office I 38.07 0.00 38.07 xxx288628 27/17 SERVERSOFSO01 Supplies, Office I 38.07 0.00 65.72 xxx288628 27/12 SERVERSOFSO01 Supplies, Office I 27/19 0.00 27/19 xxx288628 28/10 Supplies, Office I 43.12 0.00 25.28 xxx288628 28/10 Supplies, Office I 43.12 0.00 25.28	xxx288615	2/7/17	ACROSS THE STREET PRODUCTIONS INC	12-4614	Training and Conferences	2,079.00	0.00	2,079.00	\$2,079.00
xxx288627 27/17 NDUSTRIAL EMERGENCY COUNCII. INV-001992 Training and Conferences 1,100,00 0.00 1,100,00 \$1,100,00 xxx288628 27/17 OFFICE DEPOT INC 84128009001 Supplies, Office 1 252.95 0.00 252.95 1,000 2,000 2,000 1,000 2,000 1,000 2,000 1,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,000 2,0	xxx288616	2/7/17	CALNENA	0075	Training and Conferences	300.00	0.00	300.00	\$300.00
xxx288628 27/17 OFFICE DEPOT INC 884123009001 Supplies, Office I 88.067 0.00 88.067 \$24,446.46 8 4 15 75 87001 Supplies, Office I 152.93 0.00 252.95 0.00 252.95 0.00 380.57 1.00 380.57 0.00 380.57 0.00 380.57 0.00 380.57 0.00 380.57 0.00 380.57 0.00 380.57 0.00 380.57 0.00 380.57 0.00 380.57 0.00 0.65.72 0.00 0.65.72 0.00 0.65.72 0.00 0.65.72 0.00 0.27.19 0.00 0.27.19 0.00 0.27.19 0.00 0.27.19 0.00 0.27.19 0.00 0.23.88 0.00 23.88 0.00 23.88 0.00 23.88 0.00 23.88 0.00 23.88 0.00 23.88 0.00 23.88 0.00 23.88 0.00 23.88 0.00 23.72 8.00 3.88 0.00 23.72 8.00 3.88 9.00	xxx288626	2/7/17	DEPT OF FORESTRY & FIRE PROTECTION	140420	Training and Conferences	228.00	0.00	228.00	\$228.00
884.157587001 Supplies, Office 1 252.95 0.00 252.95 884226323001 Supplies, Office 1 151.93 0.00 151.93 884241705001 Supplies, Office 1 380.57 0.00 380.57 88425705001 Supplies, Office 1 65.72 0.00 65.72 884285675002 Supplies, Office 1 27.19 0.00 27.19 884281675002 Supplies, Office 1 27.19 0.00 27.19 88442316001 Supplies, Office 1 23.88 0.00 23.88 884521932001 Supplies, Office 1 43.12 0.00 43.12 884523023001 Supplies, Office 1 62.19 0.00 62.19 884523023001 Supplies, Office 1 55.81 0.00 27.72 884523024001 Supplies, Office 1 33.88 0.00 3.58 884631275001 Supplies, Office 1 33.88 0.00 3.58 884632423001 Supplies, Office 1 18.49 0.00 118.33 88502285001 S	xxx288627	2/7/17	INDUSTRIAL EMERGENCY COUNCIL	INV-001992	Training and Conferences	1,100.00	0.00	1,100.00	\$1,100.00
884236323001 Supplies, Office I 151.93 0.00 151.93 884241705001 Supplies, Office I 380.57 0.00 380.57 884275705001 Supplies, Office I 65.72 0.00 65.72 884285675001 Supplies, Office I 110.56 0.00 110.56 884285675002 Supplies, Office I 27.19 0.00 27.19 884423146001 Supplies, Office I 23.88 0.00 23.88 884521932001 Supplies, Office I 43.12 0.00 43.12 884521932001 Supplies, Office I 62.19 0.00 62.19 884523024001 Supplies, Office I 27.72 0.00 27.72 884530395001 Supplies, Office I 35.8 0.00 3.58 884531275001 Supplies, Office I 35.8 0.00 3.58 88463243001 Supplies, Office I 31.58 0.00 3.58 88463243001 Supplies, Office I 118.33 0.00 118.33 8850245001 Supplies, Office I 9.56 0.00 9.56 885022550001 <td>xxx288628</td> <td>2/7/17</td> <td>OFFICE DEPOT INC</td> <td>884128009001</td> <td>Supplies, Office 1</td> <td>80.67</td> <td>0.00</td> <td>80.67</td> <td>\$24,646.64</td>	xxx288628	2/7/17	OFFICE DEPOT INC	884128009001	Supplies, Office 1	80.67	0.00	80.67	\$24,646.64
88421705001 Supplies, Office I 380.57 0.00 380.57 884257205001 Supplies, Office I 65.72 0.00 65.72 884285675001 Supplies, Office I 110.56 0.00 110.56 884285675002 Supplies, Office I 27.19 0.00 27.19 88423146001 Supplies, Office I 93.66 0.00 93.66 884460911001 Supplies, Office I 23.88 0.00 23.88 884521932001 Supplies, Office I 43.12 0.00 43.12 884523023001 Supplies, Office I 62.19 0.00 62.19 884530395001 Supplies, Office I 27.72 0.00 27.72 884530395001 Supplies, Office I 3.58 0.00 3.58 884632423001 Supplies, Office I 118.33 0.00 13.58 884631275001 Supplies, Office I 118.49 0.00 -18.49 885022679001 Supplies, Office I 9.56 0.00 9.78 885022850001 Supplies, Office I 180.75 0.00 9.78 885034888001				884157587001	Supplies, Office 1	252.95	0.00	252.95	
884257205001 Supplies, Office I 65.72 0.00 65.72 884285675001 Supplies, Office I 110.56 0.00 110.56 884285675002 Supplies, Office I 27.19 0.00 27.19 884428146001 Supplies, Office I 93.66 0.00 93.66 884460911001 Supplies, Office I 23.88 0.00 23.88 884523023001 Supplies, Office I 43.12 0.00 43.12 884523023001 Supplies, Office I 27.72 0.00 62.19 884533035001 Supplies, Office I 3.58 0.00 3.58 884331275001 Supplies, Office I 3.58 0.00 3.58 88432423001 Supplies, Office I 3.58 0.00 3.58 88432423001 Supplies, Office I 118.33 0.00 118.33 88504664001 Supplies, Office I 24.90 0.00 24.90 885022679001 Supplies, Office I 9.78 0.00 9.78 885023488001 Supplies, Office I 948.63 0.00 948.63 885035282001				884236323001	Supplies, Office 1	151.93	0.00	151.93	
884285675001 Supplies, Office I 110.56 0.00 110.56 884285675002 Supplies, Office I 27.19 0.00 27.19 884423146001 Supplies, Office I 93.66 0.00 93.66 884460911001 Supplies, Office I 23.88 0.00 23.88 884521932001 Supplies, Office I 43.12 0.00 62.19 884523023001 Supplies, Office I 27.72 0.00 62.19 8845302024001 Supplies, Office I 27.72 0.00 27.72 884530203001 Supplies, Office I 3.58 0.00 3.58 884531275001 Supplies, Office I 3.58 0.00 3.58 884632323000 Supplies, Office I 118.33 0.00 118.33 884732548001 Supplies, Office I 18.49 0.00 24.90 88502466001 Supplies, Office I 9.56 0.00 9.56 885022850001 Supplies, Office I 180.75 0.00 180.75 88503282001 Supplies, Office I 175.08 0.00 948.63 885046958001				884241705001	Supplies, Office 1	380.57	0.00	380.57	
884285675002 Supplies, Office I 27.19 0.00 27.19 884423146001 Supplies, Office I 93.66 0.00 93.66 884460911001 Supplies, Office I 23.88 0.00 23.88 884521932001 Supplies, Office I 43.12 0.00 43.12 884523023001 Supplies, Office I 62.19 0.00 62.19 884523024001 Supplies, Office I 27.72 0.00 27.72 8845330395001 Supplies, Office I 3.58 0.00 3.58 884631275001 Supplies, Office I 118.33 0.00 118.33 884632423001 Supplies, Office I 118.33 0.00 118.33 884732548001 Supplies, Office I 18.49 0.00 24.90 88502679001 Supplies, Office I 9.56 0.00 9.56 8850285001 Supplies, Office I 180.75 0.00 180.75 885046698001 Supplies, Office I 180.75 0.00 180.75 885046989001 Supplies, Office I 175.08 0.00 175.08 885254362				884257205001	Supplies, Office 1	65.72	0.00	65.72	
884423146001 Supplies, Office 1 93.66 0.00 93.66 884460911001 Supplies, Office 1 23.88 0.00 23.88 884521932001 Supplies, Office 1 43.12 0.00 43.12 884523023001 Supplies, Office 1 62.19 0.00 62.19 884523024001 Supplies, Office 1 27.72 0.00 27.72 884530395001 Supplies, Office 1 3.58 0.00 3.58 884531275001 Supplies, Office 1 118.33 0.00 3.58 884632423001 Supplies, Office 1 118.33 0.00 118.33 884732548001 Supplies, Office 1 24.90 0.00 24.90 885026579001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885034688001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 948.63 0.00 97.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885046958001				884285675001	Supplies, Office 1	110.56	0.00	110.56	
884460911001 Supplies, Office 1 23.88 0.00 23.88 884521932001 Supplies, Office 1 43.12 0.00 43.12 884523023001 Supplies, Office 1 62.19 0.00 62.19 884523024001 Supplies, Office 1 27.72 0.00 27.72 884530395001 Supplies, Office 1 55.81 0.00 55.81 884531275001 Supplies, Office 1 3.58 0.00 3.58 884632423001 Supplies, Office 1 118.33 0.00 118.33 884732548001 Supplies, Office 1 -18.49 0.00 -18.49 88504664001 Supplies, Office 1 24.90 0.00 24.90 885022850001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 88503288001 Supplies, Office 1 948.63 0.00 180.75 88503488001 Supplies, Office 1 948.63 0.00 97.62 88504698001 Supplies, Office 1 175.08 0.00 175.08 88524362001 <td></td> <td></td> <td></td> <td>884285675002</td> <td>Supplies, Office 1</td> <td>27.19</td> <td>0.00</td> <td>27.19</td> <td></td>				884285675002	Supplies, Office 1	27.19	0.00	27.19	
884521932001 Supplies, Office 1 43.12 0.00 43.12 884523023001 Supplies, Office 1 62.19 0.00 62.19 884523024001 Supplies, Office 1 27.72 0.00 27.72 884530395001 Supplies, Office 1 55.81 0.00 55.81 884531275001 Supplies, Office 1 3.58 0.00 3.58 884632423001 Supplies, Office 1 118.33 0.00 118.33 884732548001 Supplies, Office 1 -18.49 0.00 -18.49 885004664001 Supplies, Office 1 24.90 0.00 24.90 885022879001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885032852001 Supplies, Office 1 175.08 0.00 175.08 885046958001 Supplies, Office 1 233.19 0.00 233.19 8852433				884423146001	Supplies, Office 1	93.66	0.00	93.66	
884523023001 Supplies, Office I 62.19 0.00 62.19 884523024001 Supplies, Office I 27.72 0.00 27.72 884530395001 Supplies, Office I 55.81 0.00 55.81 884531275001 Supplies, Office I 3.58 0.00 3.58 884632423001 Supplies, Office I 118.33 0.00 118.33 884732548001 Supplies, Office I 18.49 0.00 -18.49 885022679001 Supplies, Office I 24.90 0.00 24.90 885022679001 Supplies, Office I 9.76 0.00 9.56 885022850001 Supplies, Office I 9.78 0.00 9.78 8850285001 Supplies, Office I 180.75 0.00 180.75 88503488001 Supplies, Office I 948.63 0.00 948.63 885046958001 Supplies, Office I 87.62 0.00 87.62 88524362001 Supplies, Office I 233.19 0.00 233.19 885274332001 Supplies, Office I 65.22 0.00 65.22				884460911001	Supplies, Office 1	23.88	0.00	23.88	
884523024001 Supplies, Office 1 27.72 0.00 27.72 884530395001 Supplies, Office 1 55.81 0.00 55.81 884531275001 Supplies, Office 1 3.58 0.00 3.58 884632423001 Supplies, Office 1 118.33 0.00 118.33 884732548001 Supplies, Office 1 -18.49 0.00 -18.49 88504664001 Supplies, Office 1 24.90 0.00 24.90 885022679001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 88524362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				884521932001	Supplies, Office 1	43.12	0.00	43.12	
884530395001 Supplies, Office 1 55.81 0.00 55.81 884531275001 Supplies, Office 1 3.58 0.00 3.58 884632423001 Supplies, Office 1 118.33 0.00 118.33 884732548001 Supplies, Office 1 -18.49 0.00 -18.49 885004664001 Supplies, Office 1 24.90 0.00 24.90 885022850001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885034888001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 88524362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				884523023001	Supplies, Office 1	62.19	0.00	62.19	
884531275001 Supplies, Office 1 3.58 0.00 3.58 884632423001 Supplies, Office 1 118.33 0.00 118.33 884732548001 Supplies, Office 1 -18.49 0.00 -18.49 885004664001 Supplies, Office 1 24.90 0.00 24.90 885022679001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				884523024001	Supplies, Office 1	27.72	0.00	27.72	
884632423001 Supplies, Office 1 118.33 0.00 118.33 884732548001 Supplies, Office 1 -18.49 0.00 -18.49 885004664001 Supplies, Office 1 24.90 0.00 24.90 885022679001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				884530395001	Supplies, Office 1	55.81	0.00	55.81	
884732548001 Supplies, Office 1 -18.49 0.00 -18.49 885004664001 Supplies, Office 1 24.90 0.00 24.90 885022679001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				884531275001	Supplies, Office 1	3.58	0.00	3.58	
885004664001 Supplies, Office 1 24.90 0.00 24.90 885022679001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				884632423001	Supplies, Office 1	118.33	0.00	118.33	
885022679001 Supplies, Office 1 9.56 0.00 9.56 885022850001 Supplies, Office 1 9.78 0.00 9.78 885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				884732548001	Supplies, Office 1	-18.49	0.00	-18.49	
885022850001 Supplies, Office 1 9.78 0.00 9.78 885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				885004664001	Supplies, Office 1	24.90	0.00	24.90	
885022851001 Supplies, Office 1 180.75 0.00 180.75 885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				885022679001	Supplies, Office 1	9.56	0.00	9.56	
885034888001 Supplies, Office 1 948.63 0.00 948.63 885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				885022850001	Supplies, Office 1	9.78	0.00	9.78	
885035282001 Supplies, Office 1 87.62 0.00 87.62 885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				885022851001	Supplies, Office 1	180.75	0.00	180.75	
885046958001 Supplies, Office 1 175.08 0.00 175.08 885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				885034888001	Supplies, Office 1	948.63	0.00	948.63	
885254362001 Supplies, Office 1 233.19 0.00 233.19 885274332001 Supplies, Office 1 65.22 0.00 65.22				885035282001	Supplies, Office 1	87.62	0.00	87.62	
885274332001 Supplies, Office 1 65.22 0.00 65.22				885046958001	Supplies, Office 1	175.08	0.00	175.08	
				885254362001	Supplies, Office 1	233.19	0.00	233.19	
885291378001 Supplies, Office 1 25.07 0.00 25.07				885274332001	Supplies, Office 1	65.22	0.00	65.22	
0032/13/0001				885291378001	Supplies, Office 1	25.07	0.00	25.07	

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Payment	Payment	
No.	Date	Vendor Name

Invoice No. 885459885001	Description Supplies, Office 1	Invoice Amount 33.70	Discount Taken 0.00	Amount Paid 33.70	Payment Total
885465602001	Supplies, Office 1	56.01	0.00	56.01	
885703893001	Supplies, Office 1	92.99	0.00	92.99	
885708627001	Supplies, Office 1	33.41	0.00	33.41	
885716748001	Supplies, Office 1	11.75	0.00	11.75	
885815134001	Supplies, Office 1	326.27	0.00	326.27	
885827990001	Supplies, Office 1	195.72	0.00	195.72	
885843712001	Supplies, Office 1	19.87	0.00	19.87	
885843712002	Supplies, Office 1	8.47	0.00	8.47	
885858960001	Supplies, Office 1	30.97	0.00	30.97	
885883462001	Supplies, Office 1	67.01	0.00	67.01	
885977189001	Inventory Purchase	3,034.56	0.00	3,034.56	
886013182001	Supplies, Office 1	153.47	0.00	153.47	
886053513001	Supplies, Office 1	62.23	0.00	62.23	
886161403001	Supplies, Office 1	16.97	0.00	16.97	
886161603001	Supplies, Office 1	10.88	0.00	10.88	
886161604001	Supplies, Office 1	7.42	0.00	7.42	
886177374001	Supplies, Office 1	40.67	0.00	40.67	
886355726001	Supplies, Office 1	78.52	0.00	78.52	
886497835001	Supplies, Office 1	221.76	0.00	221.76	
886555507001	Supplies, Office 1	77.87	0.00	77.87	
886555507002	Supplies, Office 1	98.19	0.00	98.19	
886556250001	Supplies, Office 1	40.51	0.00	40.51	
886556251001	Supplies, Office 1	13.85	0.00	13.85	
886857117001	Supplies, Office 1	64.83	0.00	64.83	
886897283001	Supplies, Office 1	53.45	0.00	53.45	
886897283002	Supplies, Office 1	16.31	0.00	16.31	
886929626001	Supplies, Office 1	27.02	0.00	27.02	
887035682001	Supplies, Office 1	595.66	0.00	595.66	
887041529001	Supplies, Office 1	63.05	0.00	63.05	
887064378001	Supplies, Office 1	31.30	0.00	31.30	

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List of All Claims and Bills Approved for Payment For Payments Dated 2/5/2017 through 2/11/2017

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 887086213001	Description Supplies, Office 1	Invoice Amount 45.91	Discount Taken 0.00	Amount Paid 45.91	Payment Total
887086287001	Supplies, Office 1	108.74	0.00	108.74	
887400791001	Supplies, Office 1	33.67	0.00	33.67	
887436000001	Supplies, Office 1	48.83	0.00	48.83	
887524273001	Supplies, Office 1	-77.87	0.00	-77.87	
887530769001	Supplies, Office 1	145.88	0.00	145.88	
887531938001	Supplies, Office 1	19.89	0.00	19.89	
887532608001	Supplies, Office 1	183.77	0.00	183.77	
887590512001	Supplies, Office 1	101.17	0.00	101.17	
887593476001	Supplies, Office 1	40.22	0.00	40.22	
887593478001	Supplies, Office 1	53.37	0.00	53.37	
887608435001	Supplies, Office 1	44.85	0.00	44.85	
887614155001	Supplies, Office 1	19.84	0.00	19.84	
887639569001	Supplies, Office 1	26.86	0.00	26.86	
887639569002	Supplies, Office 1	25.01	0.00	25.01	
887647727001	Supplies, Office 1	247.58	0.00	247.58	
887822993001	Supplies, Office 1	359.46	0.00	359.46	
887872681001	Supplies, Office 1	51.22	0.00	51.22	
887881601001	Supplies, Office 1	178.42	0.00	178.42	
887881680001	Supplies, Office 1	136.08	0.00	136.08	
887969976001	Supplies, Office 1	87.41	0.00	87.41	
888060263001	Supplies, Office 1	395.69	0.00	395.69	
888065211001	Supplies, Office 1	98.69	0.00	98.69	
888232442001	Supplies, Office 1	249.16	0.00	249.16	
888265256001	Supplies, Office 1	24.23	0.00	24.23	
888326021001	Supplies, Office 1	-91.88	0.00	-91.88	
888363739001	Supplies, Office 1	164.84	0.00	164.84	
888585879001	Supplies, Office 1	627.38	0.00	627.38	
888695617001	Supplies, Office 1	97.74	0.00	97.74	
888810525001	Supplies, Office 1	182.93	0.00	182.93	
888810525002	Supplies, Office 1	18.72	0.00	18.72	

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List of All Claims and Bills Approved for Payment For Payments Dated 2/5/2017 through 2/11/2017

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 888811427001	Description Supplies, Office 1	Invoice Amount 177.81	Discount Taken 0.00	Amount Paid 177.81	Payment Total
889138414001	Supplies, Office 1	133.12	0.00	133.12	
889143426001	Supplies, Office 1	159.45	0.00	159.45	
889151625001	Supplies, Office 1	525.25	0.00	525.25	
889404202001	Supplies, Office 1	247.96	0.00	247.96	
889640824001	Supplies, Office 1	9.90	0.00	9.90	
889645800001	Supplies, Office 1	246.99	0.00	246.99	
889645801001	Supplies, Office 1	128.48	0.00	128.48	
889660851001	Supplies, Office 1	29.85	0.00	29.85	
890110614001	Supplies, Office 1	138.15	0.00	138.15	
890113286001	Supplies, Office 1	14.45	0.00	14.45	
890350491001	Supplies, Office 1	98.51	0.00	98.51	
890407955001	Supplies, Office 1	86.02	0.00	86.02	
890900905001	Supplies, Office 1	91.79	0.00	91.79	
890900915001	Supplies, Office 1	37.31	0.00	37.31	
890900916001	Supplies, Office 1	10.47	0.00	10.47	
891154381001	Inventory Purchase	3,027.58	0.00	3,027.58	
891232192001	Supplies, Office 1	19.64	0.00	19.64	
891246332001	Supplies, Office 1	54.01	0.00	54.01	
891303654001	Supplies, Office 1	76.48	0.00	76.48	
891309644001	Supplies, Office 1	46.76	0.00	46.76	
891613028001	Supplies, Office 1	219.42	0.00	219.42	
891613115001	Supplies, Office 1	58.11	0.00	58.11	
891845592001	Supplies, Office 1	63.62	0.00	63.62	
891972230001	Supplies, Office 1	-51.22	0.00	-51.22	
891974818001	Supplies, Office 1	28.64	0.00	28.64	
892010546001	Supplies, Office 1	59.19	0.00	59.19	
892137352001	Supplies, Office 1	49.36	0.00	49.36	
892267854001	Supplies, Office 1	76.48	0.00	76.48	
892268798001	Supplies, Office 1	21.05	0.00	21.05	
892268798002	Supplies, Office 1	142.21	0.00	142.21	

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List of All Claims and Bills Approved for Payment For Payments Dated 2/5/2017 through 2/11/2017

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 89239603500	Description Supplies, Office 1	Invoice Amount 388.83	Discount Taken 0.00	Amount Paid 388.83	Payment Total
89250650700	Supplies, Office 1	38.09	0.00	38.09	
89250736700	Supplies, Office 1	21.69	0.00	21.69	
89251600900	Supplies, Office 1	97.77	0.00	97.77	
89254544100	Supplies, Office 1	2.01	0.00	2.01	
89254580000	Supplies, Office 1	9.55	0.00	9.55	
89263281400	Supplies, Office 1	119.12	0.00	119.12	
89263572300	Supplies, Office 1	65.85	0.00	65.85	
89267076400	Supplies, Office 1	22.77	0.00	22.77	
89286573000	Supplies, Office 1	232.66	0.00	232.66	
89286773300	Supplies, Office 1	232.66	0.00	232.66	
89288556800	Supplies, Office 1	213.71	0.00	213.71	
89299734700	Supplies, Office 1	141.40	0.00	141.40	
89325046300	Supplies, Office 1	489.17	0.00	489.17	
89325048300	Supplies, Office 1	10.25	0.00	10.25	
89329292400	Supplies, Office 1	717.94	0.00	717.94	
89329608000	Supplies, Office 1	8.45	0.00	8.45	
89330411800	Supplies, Office 1	63.96	0.00	63.96	
89338263300	Supplies, Office 1	55.45	0.00	55.45	
89353661500	Supplies, Office 1	89.97	0.00	89.97	
89353810000	Supplies, Office 1	39.09	0.00	39.09	
89365148300	Supplies, Office 1	101.63	0.00	101.63	
89374787000	Supplies, Office 1	194.53	0.00	194.53	
89381131900	Supplies, Office 1	700.47	0.00	700.47	
89385266000	Supplies, Office 1	408.87	0.00	408.87	
89385725400	Supplies, Office 1	-141.40	0.00	-141.40	
89386722900	Supplies, Office 1	32.26	0.00	32.26	
89388081500	Supplies, Office 1	72.33	0.00	72.33	
89388164000	Supplies, Office 1	34.10	0.00	34.10	
89390357800	Supplies, Office 1	83.53	0.00	83.53	
89397265200	Supplies, Office 1	57.72	0.00	57.72	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 894085469001	Description Supplies, Office 1	Invoice Amount 31.32	Discount Taken 0.00	Amount Paid 31.32	Payment Total
			894086330001	Supplies, Office 1	18.42	0.00	18.42	
			894086331001	Supplies, Office 1	40.35	0.00	40.35	
			894087006001	Supplies, Office 1	28.21	0.00	28.21	
			894114659001	Supplies, Office 1	48.32	0.00	48.32	
			894115191001	Supplies, Office 1	398.05	0.00	398.05	
			894118151001	Supplies, Office 1	65.10	0.00	65.10	
			894123150001	Supplies, Office 1	49.14	0.00	49.14	
			894125872001	Supplies, Office 1	-55.99	0.00	-55.99	
			894130235001	Supplies, Office 1	69.57	0.00	69.57	
			894220439001	Supplies, Office 1	398.05	0.00	398.05	
			894423017001	Supplies, Office 1	78.10	0.00	78.10	
			894495382001	Supplies, Office 1	68.00	0.00	68.00	
			894611297001	Supplies, Office 1	307.04	0.00	307.04	
xxx288641	2/7/17	PACIFIC GAS & ELECTRIC CO	03142830051116	Utilities - Electric	105,228.57	0.00	105,228.57	\$106,078.48
			53350770050117	Fuel, Oil & Lubricants	64.34	0.00	64.34	
			91290311060117	Utilities - Electric	81.87	0.00	81.87	
			97322830180117	Utilities - Electric	680.16	0.00	680.16	
			97322834740117	Utilities - Electric	23.54	0.00	23.54	
xxx288642	2/7/17	SANTA CLARA COUNTY CLERK-RECORDER	ST-14/09-16	Permit Fees	50.00	0.00	50.00	\$50.00
xxx288643	2/7/17	SUNNYVALE CHAMBER OF COMMERCE	MELTON022517	Council Travel Expenses - Seat #5	85.00	0.00	85.00	\$85.00
xxx288646	2/7/17	SCS DEVELOPMENT COMPANY	BL053307 16-17	Business License Tax	305.60	0.00	305.60	\$305.60
xxx288647	2/9/17	ABODE SERVICES	TBRA2016/17-3	Outside Group Funding	24,799.00	0.00	24,799.00	\$102,788.00
			TBRA2016/17-4	Outside Group Funding	36,027.00	0.00	36,027.00	
			TBRA2016/17-5	Outside Group Funding	41,962.00	0.00	41,962.00	
xxx288648	2/9/17	ACADEMY OF TRUCK DRIVING INC	1610	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,400.00
xxx288649	2/9/17	ACCESS HARDWARE	5645489-IN	Bldg Maint Matls & Supplies	150.41	0.00	150.41	\$150.41
xxx288650	2/9/17	AEGIS ITS INC	19177	Services Maintain Land Improv	6,486.27	0.00	6,486.27	\$227,731.10
			19552	Services Maintain Land Improv	8,223.09	0.00	8,223.09	
			19652	Services Maintain Land Improv	5,435.20	0.00	5,435.20	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 19655	Description Services Maintain Land Improv	Invoice Amount 3,933.60	Discount Taken 0.00	Amount Paid 3,933.60	Payment Total
			19701	Construction Services	6,885.12	0.00	6,885.12	
			19706	Services Maintain Land Improv	35,710.28	0.00	35,710.28	
			19719	Services Maintain Land Improv	6,368.29	0.00	6,368.29	
			19823	Services Maintain Land Improv	7,065.76	0.00	7,065.76	
			19824	Services Maintain Land Improv	3,590.73	0.00	3,590.73	
			19836	Services Maintain Land Improv	812.91	0.00	812.91	
			19871	Services Maintain Land Improv	4,805.08	0.00	4,805.08	
			19873	Services Maintain Land Improv	39,853.00	0.00	39,853.00	
			19874	Services Maintain Land Improv	3,211.70	0.00	3,211.70	
			19875	Services Maintain Land Improv	2,226.49	0.00	2,226.49	
			19877	Services Maintain Land Improv	2,364.36	0.00	2,364.36	
			19879	Services Maintain Land Improv	15,912.53	0.00	15,912.53	
			19926	Services Maintain Land Improv	3,077.16	0.00	3,077.16	
			19928	Services Maintain Land Improv	1,293.38	0.00	1,293.38	
			19929	Services Maintain Land Improv	3,989.75	0.00	3,989.75	
			19930	Services Maintain Land Improv	9,754.29	0.00	9,754.29	
			19938	Construction Services	15,287.26	0.00	15,287.26	
			19947	Services Maintain Land Improv	41,444.85	0.00	41,444.85	
xxx288653	2/9/17	ALPINE AWARDS INC	5514259	Customized Products	446.35	0.00	446.35	\$446.35
xxx288654	2/9/17	AON RISK INSURANCE SERVICES WEST INC	8200000218482	Insurances - Fidelity	2,750.00	0.00	2,750.00	\$2,750.00
xxx288655	2/9/17	ASSOCIATED INFRASTRUCTURE MGMT	2016-027	Consultants	2,692.80	0.00	2,692.80	\$5,892.48
		SERVICES	2016-035	Consultants	3,199.68	0.00	3,199.68	
xxx288656	2/9/17	BADGER METER INC	1142888	Inventory Purchase	21,269.98	0.00	21,269.98	\$24,799.18
			1144472	Inventory Purchase	3,529.20	0.00	3,529.20	
xxx288657	2/9/17	BAY COUNTIES WASTE SERVICES	021781	Recycling Services	17,688.16	0.00	17,688.16	\$35,314.56
			022003	Recycling Services	17,626.40	0.00	17,626.40	
xxx288658	2/9/17	BEE FRIENDLY HONEY BEE MGMT SOLUTIONS	363	Services Maintain Land Improv	375.00	0.00	375.00	\$375.00
xxx288659	2/9/17	CDM SMITH	80544922/12	Engineering Services	12,274.06	0.00	12,274.06	\$20,969.26
			90008757	Engineering Services	8,695.20	0.00	8,695.20	

Payment	Payment							
No. xxx288660	Date 2/9/17	Vendor Name CWEA-SCVS	Invoice No. FEB/14/2017	Description Training and Conferences	Invoice Amount 490.00	Discount Taken 0.00	Amount Paid 490.00	Payment Total \$490.00
xxx288661	2/9/17	CHANG TAI DO KARATE & FITNESS	2016-06	Rec Instructors/Officials	4,309.16	0.00	4,309.16	\$4,309.16
xxx288662	2/9/17	COMCAST	02/07-03/06/17	Miscellaneous Services	77.81	0.00	77.81	\$77.81
xxx288663	2/9/17	CORIX WATER PRODUCTS (US) INC	17713001287	Construction Services	6,699.84	0.00	6,699.84	\$9,133.72
			17713001288	Inventory Purchase	536.06	4.94	531.12	
			17713001439	Hand Tools	1,902.76	0.00	1,902.76	
xxx288664	2/9/17	DEPT OF CONSUMER AFFAIRS	C80582-2017-CO	Membership Fees	115.00	0.00	115.00	\$460.00
			C86745-2017-RG	Membership Fees	115.00	0.00	115.00	
			TR2703-2017-CT	Membership Fees	115.00	0.00	115.00	
			TR2745-2017-CO	Membership Fees	115.00	0.00	115.00	
xxx288665	2/9/17	DISCOUNT SCHOOL SUPPLY	W26975460101	General Supplies	193.99	0.00	193.99	\$193.99
xxx288666	2/9/17	EMPIRE SAFETY & SUPPLY	0085479-IN	Inventory Purchase	350.50	0.00	350.50	\$350.50
xxx288667	2/9/17	FEDEX	5-652-89026	Mailing & Delivery Services	5.83	0.00	5.83	\$5.83
xxx288668	2/9/17	FERGUSON ENTERPRISES INC 1423	1241973	Inventory Purchase	1,955.01	18.02	1,936.99	\$2,296.04
			1246198	Inventory Purchase	362.39	3.34	359.05	
xxx288669	2/9/17	GARDENLAND POWER EQUIPMENT	441344	General Supplies	440.75	0.00	440.75	\$958.96
			441347	Clothing, Uniforms & Access	195.53	0.00	195.53	
			441427	Supplies, Safety	107.00	0.00	107.00	
			441427	Hand Tools	215.68	0.00	215.68	
xxx288670	2/9/17	GOLDEN GATE TRUCK CENTER	F005751795:01	Parts, Vehicles & Motor Equip	96.20	0.00	96.20	\$750.69
			F005755696:01	Parts, Vehicles & Motor Equip	10.46	0.00	10.46	
			F005757515:01	Parts, Vehicles & Motor Equip	644.03	0.00	644.03	
xxx288671	2/9/17	GOOSEBUSTERS	110	Services Maintain Land Improv	1,260.00	0.00	1,260.00	\$2,317.50
			111	Services Maintain Land Improv	1,057.50	0.00	1,057.50	
xxx288672	2/9/17	GRAINGER	9347018930	Inventory Purchase	294.90	0.00	294.90	\$294.90
xxx288673	2/9/17	JACOBSEN WEST	90103817	Parts, Vehicles & Motor Equip	1,006.85	0.00	1,006.85	\$1,006.85
xxx288674	2/9/17	KELLY PAPER CO	8371400	General Supplies	842.12	0.00	842.12	\$842.12
xxx288675	2/9/17	KOHLWEISS AUTO PARTS INC	01PD3596	Inventory Purchase	177.07	3.42	173.65	\$807.00
			01PD3627	Inventory Purchase	646.28	12.93	633.35	
xxx288676	2/9/17	MAINTENANCE SUPERINTENDENTS ASSN	BARAJAS2017	Membership Fees	65.00	0.00	65.00	\$65.00
xxx288677	2/9/17	MALLORY SAFETY & SUPPLY LLC	4204991	Inventory Purchase	19.33	0.00	19.33	\$239.04

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 4205853	Description Inventory Purchase	Invoice Amount 161.39	Discount Taken 0.00	Amount Paid 161.39	Payment Total
			4207651	Inventory Purchase	23.06	0.00	23.06	
			4208842	Inventory Purchase	35.26	0.00	35.26	
xxx288678	2/9/17	MICHAEL BERNICK	JAN2017	Contracts/Service Agreements	1,625.00	0.00	1,625.00	\$1,625.00
xxx288679	2/9/17	MISSION LINEN SERVICE	504040119	Laundry & Cleaning Services	53.39	0.00	53.39	\$1,588.20
			504047334	Laundry & Cleaning Services	38.13	0.00	38.13	
			504056999	Laundry & Cleaning Services	54.69	0.00	54.69	
			504057000	Laundry & Cleaning Services	77.31	0.00	77.31	
			504057001	Laundry & Cleaning Services	71.83	0.00	71.83	
			504057010	Laundry & Cleaning Services	86.64	0.00	86.64	
			504092731	Laundry & Cleaning Services	53.39	0.00	53.39	
			504093051	Laundry & Cleaning Services	54.30	0.00	54.30	
			504100864	Laundry & Cleaning Services	54.30	0.00	54.30	
			504100865	Laundry & Cleaning Services	76.54	0.00	76.54	
			504100866	Laundry & Cleaning Services	60.96	0.00	60.96	
			504100875	Laundry & Cleaning Services	81.59	0.00	81.59	
			504123109	Laundry & Cleaning Services	53.39	0.00	53.39	
			504129994	Laundry & Cleaning Services	38.13	0.00	38.13	
			504139581	Laundry & Cleaning Services	55.92	0.00	55.92	
			504139582	Laundry & Cleaning Services	76.54	0.00	76.54	
			504139583	Laundry & Cleaning Services	60.96	0.00	60.96	
			504139592	Laundry & Cleaning Services	76.54	0.00	76.54	
			504166399	Laundry & Cleaning Services	53.39	0.00	53.39	
			504177319	Laundry & Cleaning Services	38.13	0.00	38.13	
			504185427	Laundry & Cleaning Services	49.25	0.00	49.25	
			504185428	Laundry & Cleaning Services	76.54	0.00	76.54	
			504185429	Laundry & Cleaning Services	60.96	0.00	60.96	
			504185438	Laundry & Cleaning Services	77.69	0.00	77.69	
			504217273	Laundry & Cleaning Services	53.39	0.00	53.39	
			504223782	Laundry & Cleaning Services	54.30	0.00	54.30	
xxx288681	2/9/17	MOUNTAIN VIEW GARDEN CENTER	87284	Materials - Land Improve	448.38	0.00	448.38	\$1,079.25

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 87289	Description Materials - Land Improve	Invoice Amount 248.57	Discount Taken 0.00	Amount Paid 248.57	Payment Total
			87330	Materials - Land Improve	382.30	0.00	382.30	
xxx288682	2/9/17	NAPA AUTO PARTS	292629	Parts, Vehicles & Motor Equip	145.07	0.00	145.07	\$1,641.15
			295969	Parts, Vehicles & Motor Equip	17.95	0.00	17.95	
			296284	Parts, Vehicles & Motor Equip	90.72	0.00	90.72	
			296372	Parts, Vehicles & Motor Equip	1.93	0.00	1.93	
			296563	Parts, Vehicles & Motor Equip	7.25	0.00	7.25	
			296707	Parts, Vehicles & Motor Equip	103.10	0.00	103.10	
			296897	Parts, Vehicles & Motor Equip	12.77	0.00	12.77	
			297203	Parts, Vehicles & Motor Equip	140.30	0.00	140.30	
			297225	Parts, Vehicles & Motor Equip	626.38	0.00	626.38	
			297229	Parts, Vehicles & Motor Equip	417.58	0.00	417.58	
			297566	Parts, Vehicles & Motor Equip	78.10	0.00	78.10	
xxx288683	2/9/17	P&R PAPER SUPPLY CO INC	30113800-00	Inventory Purchase	1,878.14	0.00	1,878.14	\$2,202.08
			30115932-00	Inventory Purchase	323.94	0.00	323.94	
xxx288684	2/9/17	PACIFIC JANITORIAL SUPPLY CO	30040648	Inventory Purchase	210.14	0.00	210.14	\$651.84
			30040674	Inventory Purchase	441.70	0.00	441.70	
xxx288685	2/9/17	PINE CONE LUMBER CO INC	681793	Electrical Parts & Supplies	34.96	0.00	34.96	\$972.30
			682327	Electrical Parts & Supplies	593.22	0.00	593.22	
			682429	Electrical Parts & Supplies	56.27	0.00	56.27	
			682451	Electrical Parts & Supplies	117.40	0.00	117.40	
			682467	Electrical Parts & Supplies	162.18	0.00	162.18	
			682468	Electrical Parts & Supplies	8.27	0.00	8.27	
xxx288686	2/9/17	R E P NUT N BOLT GUY	27864	Inventory Purchase	19.82	0.00	19.82	\$77.43
			27877	Inventory Purchase	57.61	0.00	57.61	
xxx288687	2/9/17	READYREFRESH BY NESTLE	07A0029664380	Food Products	6.50	0.00	6.50	\$494.29
			17A0023249071	General Supplies	56.35	0.00	56.35	
			17A0023360647	General Supplies	6.50	0.00	6.50	
			17A0024199309	Miscellaneous Services	74.31	0.00	74.31	
			17A5715636006	General Supplies	28.95	0.00	28.95	
			17A5727863002	General Supplies	33.44	0.00	33.44	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 17A5727863010	Description General Supplies	Invoice Amount 33.90	Discount Taken 0.00	Amount Paid 33.90	Payment Total
			17A5736476002	General Supplies	24.92	0.00	24.92	
			17A5740132005	Miscellaneous Services	6.50	0.00	6.50	
			17A5740142004	General Supplies	47.37	0.00	47.37	
			17A5740146005	Miscellaneous Services	123.70	0.00	123.70	
			17A5740153001	General Supplies	29.41	0.00	29.41	
			17A5740154009	General Supplies	15.94	0.00	15.94	
			17A5740156004	General Supplies	6.50	0.00	6.50	
xxx288689	2/9/17	REED & GRAHAM INC	880083	Materials - Land Improve	4,213.79	0.00	4,213.79	\$13,690.33
			880155	Materials - Land Improve	2,518.60	0.00	2,518.60	
			880219	Materials - Land Improve	1,223.12	0.00	1,223.12	
			880321	Materials - Land Improve	3,055.32	0.00	3,055.32	
			880399	Materials - Land Improve	2,679.50	0.00	2,679.50	
xxx288690	2/9/17	ROYAL BRASS INC	818153-001	Miscellaneous Equipment Parts & Supplie	s 256.11	0.00	256.11	\$308.45
			818304-001	Miscellaneous Equipment Parts & Supplie	s 52.34	0.00	52.34	
xxx288691	2/9/17	SAFEWAY INC	805018-020617	Food Products	22.69	0.00	22.69	\$22.69
xxx288692	2/9/17	SAN JOSE BOILER WORKS	INV-24615	Bldg Maint Matls & Supplies	21,296.38	0.00	21,296.38	\$21,296.38
xxx288693	2/9/17	SCHAAF & WHEELER	27710	Engineering Services	19,500.50	0.00	19,500.50	\$19,500.50
xxx288694	2/9/17	SILICON VALLEY AUTOBODY INC	30732	Auto Maint & Repair - Labor	982.38	0.00	982.38	\$3,530.61
			30732	Auto Maint & Repair - Materials	2,548.23	0.00	2,548.23	
xxx288695	2/9/17	SRIXON GOLF	5070003 SO	Inventory Purchase	646.20	0.00	646.20	\$646.20
xxx288696	2/9/17	SUNNYVALE COMMUNITY SERVICES	CBDO2016/17-2	Outside Group Funding	111,313.60	0.00	111,313.60	\$111,313.60
xxx288697	2/9/17	SUNNYVALE FORD	486923	Parts, Vehicles & Motor Equip	138.55	0.00	138.55	\$4,425.32
			486969	Parts, Vehicles & Motor Equip	1,039.69	0.00	1,039.69	
			487093	Parts, Vehicles & Motor Equip	13.96	0.00	13.96	
			487284	Parts, Vehicles & Motor Equip	81.74	0.00	81.74	
			487587	Parts, Vehicles & Motor Equip	70.13	0.00	70.13	
			487588	Parts, Vehicles & Motor Equip	63.09	0.00	63.09	
			487608	Parts, Vehicles & Motor Equip	59.54	0.00	59.54	
			487608-1	Parts, Vehicles & Motor Equip	82.62	0.00	82.62	
			487647	Parts, Vehicles & Motor Equip	112.40	0.00	112.40	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 487728	Description Parts, Vehicles & Motor Equip	Invoice Amount 31.49	Discount Taken 0.00	Amount Paid 31.49	Payment Total
			487775	Parts, Vehicles & Motor Equip	32.82	0.00	32.82	
			487796	Parts, Vehicles & Motor Equip	167.18	0.00	167.18	
			487823	Parts, Vehicles & Motor Equip	261.82	0.00	261.82	
			487926	Parts, Vehicles & Motor Equip	136.50	0.00	136.50	
			487934	Parts, Vehicles & Motor Equip	274.74	0.00	274.74	
			487998	Parts, Vehicles & Motor Equip	14.19	0.00	14.19	
			488050	Parts, Vehicles & Motor Equip	84.15	0.00	84.15	
			488156	Parts, Vehicles & Motor Equip	84.04	0.00	84.04	
			488307	Inventory Purchase	709.20	0.00	709.20	
			488822	Parts, Vehicles & Motor Equip	11.61	0.00	11.61	
			489077	Inventory Purchase	211.36	0.00	211.36	
			489635	Inventory Purchase	424.10	0.00	424.10	
			FOCS747671	Auto Maint & Repair - Labor	139.95	0.00	139.95	
			FOCS748698	Auto Maint & Repair - Labor	180.45	0.00	180.45	
xxx288699	2/9/17	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0217	Insurances - Dental	28,110.00	0.00	28,110.00	\$28,110.00
xxx288700	2/9/17	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY021	Insurances - Long Term Disability	3,686.00	0.00	3,686.00	\$3,686.00
xxx288701	2/9/17	SUNNYVALE TOWING INC	299532	Vehicle Towing Services	40.00	0.00	40.00	\$480.00
			299553	Vehicle Towing Services	40.00	0.00	40.00	
			299564	Vehicle Towing Services	40.00	0.00	40.00	
			299565	Vehicle Towing Services	40.00	0.00	40.00	
			299572	Vehicle Towing Services	40.00	0.00	40.00	
			299576	Vehicle Towing Services	40.00	0.00	40.00	
			301109	Vehicle Towing Services	40.00	0.00	40.00	
			302054	Vehicle Towing Services	200.00	0.00	200.00	
xxx288702	2/9/17	TAM COMMUNICATIONS INC	12891	Advertising Services	4,042.78	0.00	4,042.78	\$4,042.78
xxx288703	2/9/17	VMI INC	238071	Miscellaneous Services	1,368.51	0.00	1,368.51	\$1,368.51
xxx288704	2/9/17	VERIZON WIRELESS	9000080350	Communication Equipment	256.86	0.00	256.86	\$917.88
			9000080351	Communication Equipment	256.86	0.00	256.86	
			9000080352	Communication Equipment	387.36	0.00	387.36	

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Boid	Payment Total
NO.	Date	vendor Name	9000080353	Communication Equipment	Invoice Amount 16.80	0.00	16.80	rayment Total
xxx288705	2/9/17	WATEREUSE ASSN	2017 DUES	Membership Fees	4,547.50	0.00	4,547.50	\$4,547.50
xxx288706	2/9/17	WATER INDUSTRY TRAINING	819	Training and Conferences	250.00	0.00	250.00	\$500.00
		SPECIALISTS INC	820	Training and Conferences	250.00	0.00	250.00	
xxx288707	2/9/17	WECO INDUSTRIES LLC	0037552-IN	Materials - Land Improve	2,250.84	0.00	2,250.84	\$7,390.88
			0037556-IN	Misc Equip Maint & Repair - Materials	1,536.33	0.00	1,536.33	
			0037974-IN	Miscellaneous Equipment	2,257.76	0.00	2,257.76	
			0037977-IN	Miscellaneous Equipment	465.63	0.00	465.63	
			0038008-IN	Miscellaneous Equipment	880.32	0.00	880.32	
xxx288708	2/9/17	AMOS KU	091216PURCHA	DED Services/Training - Books	57.73	0.00	57.73	\$337.64
			SE					
			ATMEL5498634	DED Services/Training - Books	279.91	0.00	279.91	
			3					
xxx288709	2/9/17	ANNE GAILLARD	19620824005-RE	DED Services/Training - Books	90.00	0.00	90.00	\$90.00
xxx288710	2/9/17	SACHDEVA LEGACY OF BHANGRA	328099	Refund Recreation Fees	500.00	0.00	500.00	\$500.00
xxx288711	2/9/17	WORLDWIDE GROUND	647039	Travel Related Services	313.76	0.00	313.76	\$313.76
200712	2/0/17	TRANSPORTATION			250.00	0.00	250.00	#2 5 0.00
xxx288712	2/9/17	BERNARDO OSORIO-BAHENA	337974	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
xxx288713	2/9/17	CHROMA PRINTING INC	066872	Business License Tax	127.18	0.00	127.18	\$127.18
xxx288714	2/9/17	HAYAKAWA CERAMICS INC	032646	Business License Tax	36.05	0.00	36.05	\$36.05
xxx288715	2/9/17	JOHN MITCHELL	338054	Refund Recreation Fees	30.00	0.00	30.00	\$30.00
xxx288716	2/9/17	MARTYN H & ROSALIND GRIFFITHS	17979-10994	Refund Utility Account Credit	2,879.40	0.00	2,879.40	\$2,879.40
xxx288717	2/9/17	MONTAGNAPROPERTIES INC	185165-49932	Refund Utility Account Credit	152.76	0.00	152.76	\$152.76
xxx288718	2/9/17	STRATFORD SCHOOL	2016-7515	Technology Surcharge	18.00	0.00	18.00	\$368.00
			2016-7515	Administrative Request Fees	350.00	0.00	350.00	
xxx288719	2/9/17	SUNNYVALE SMOG TEST ONLY	BL072227	Business License Tax	122.04	0.00	122.04	\$122.04
xxx288720	2/9/17	TERESA AGUSTIN	065428	Business License Tax	122.04	0.00	122.04	\$244.08
			065429	Business License Tax	122.04	0.00	122.04	
			300.27					

Grand Total Payment Amount \$1,515,129.78



City of Sunnyvale

Agenda Item

17-0029 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Award a Multi-year Contract for National Pollutant Discharge Elimination System (NPDES) Permit Technical Support Services for the Water Pollution Control Plant (F17-074)

REPORT IN BRIEF

Approval is requested to award a five-year contract with Eisenberg, Olivieri and Associates Inc. (EOA) of Oakland in an amount not-to-exceed \$1,600,000 for NPDES regulatory and technical support services for the Water Pollution Control Plant.

EXISTING POLICY

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, transactions exceeding \$100,000 require Council approval. Consistent with the provision of Municipal Code Section 2.08.070(b)(1), contracts for the procurement of professional or specialized services may be exempted from the competitive proposal process.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

The federal Clean Water Act requires that entities discharging to waters of the State be permitted under the National Pollutant Discharge Elimination System (NPDES). The purpose of the NPDES permit is to protect the beneficial uses of the receiving waters where the treated effluent is discharged. For discharge of its treated wastewater into South San Francisco Bay via the Moffett Channel and Guadalupe Slough, the City of Sunnyvale is issued an NPDES permit by Region 2 of the California Regional Water Quality Control Board. The NPDES permit contains waste discharge requirements for the WPCP's effluent and is issued for a five year period. The most recent permit was adopted by the Regional Board in September 2014 and became effective November 1, 2014.

Historically, Sunnyvale has contracted out for the specialized expertise necessary to address the varied requirements set forth in its NPDES permit. This allows the City to draw on the highly technical knowledge when needed, and in the specific discipline needed, rather than attempting to retain this expertise in-house with multiple city employees. The areas of specialized expertise necessary to successfully implement the permit and negotiate new permits includes in-depth knowledge of the federal Clean Water Act and the California Water Code, process engineering as it relates to our specific treatment plant processes, scientific knowledge of water chemistry and statistics, the capacity to design and complete technical studies related to the treatment plant, and the background,

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knowledge and expertise to participate in stakeholder processes in which solutions for permit requirements and environmental compliance are developed and negotiated.

The current contract with EOA, Inc. was awarded by the City Council on November 24, 2009 (RTC No. 09-293), for a five-year term and total amount not to exceed \$2.37M. The selection of EOA at the time was the result of an RFP process that generated two proposals. EOA was selected, as their proposal offered a superior depth of experience in water quality regulations and wastewater treatment processes, which was deemed to be of great value given the critical and sensitive nature of the work needed. EOA has worked under contract to Sunnyvale for many years prior and also has rich knowledge of the facility and the treatment processes specific to this facility, most notably the oxidation ponds that distinguish the Sunnyvale Plant from most.

In 2012, as the Environmental Services Department matured, the department transitioned to bringing in-house some of the work formerly contracted out. The department secured the addition of two technical positions to provide greater capacity to the team to perform technical and analytical work that is done more frequently. The department has also placed greater emphasis on technical ability and inter-agency coordination when making hiring decisions. As a result, the rate of use of the EOA contract has been reduced by more than 45%. This reduction has been achieved amid a period of increased productivity, improved coverage of required activities, and intense involvement in pivotal projects such as the Plant Master Plan and negotiation and implementation of the Plant's new permit. Staff has taken greater responsibility for regulatory review, interaction with regulators and regional groups, data analysis, program tracking, and report development. The reduced rate of expenditure supported time-only amendments of the agreement in 2015 and 2017, extending the term to March 15, 2017.

Staff recommends the continued use of EOA, Inc. for specialized services. The addition of technical staff has provided important capacity to the department, but is not sufficient to address the volume of work, diversity of expertise, or full depth of experience offered by EOA. Examples of continued work include process engineering troubleshooting, development and implementation of special technical studies, and involvement in regional issues where their existing and past participation is of highest value to the City. EOA has performed well under the current agreement, demonstrating the needed expertise, familiarity with Sunnyvale's Plant, flexibility, and responsiveness.

The current purchase order is more than 90% expended and is set to expire March 15, 2017. The amendments provide that extensions of time may be granted by the City Manager; however, the balance of capacity available in the agreement is likely to be expended by June 30, 2017. Therefore, staff recommends that a new agreement be awarded for a term not less than five years with a capacity of \$320,000 per year. This amount is based on more recent expenditure needs and the anticipated spike in service needs associated with the development of an online O&M manual for the plant, which is expected to draw heavily on the expertise and historical familiarity of EOA with the Plant.

FISCAL IMPACT

Budget funding is available in operating programs 365 (Wastewater Management) and 366 (Regulatory Programs).

Funding Source

This contract is funded by Wastewater Management Funds and Water Supply and Distribution.

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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 five-year contract, in substantially the same form as Attachment 1 to the report and in an amount, not to exceed \$1,600,000 to EOA, Inc., and authorize the City Manager to execute the contract when all necessary conditions are met.

Prepared by: Pete Gonda, Purchasing Officer Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: John Stufflebean, Director, Environmental Services

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Consultant Services Agreement

ATTACHMENT 1

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND EOA, INC. FOR TECHNICAL ASSISTANCE FOR NPDES PERMIT IMPLEMENTATION AND WPCP OPERATIONS AND SUPPORT

THIS AGREEMENT, dated _______, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and EOA, Inc. a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of technical assistance for NPDES permit implementation and WPCP operations and support; and,

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. <u>Time for Performance</u>

The term of this Agreement shall be a five (5) year period, commencing on March 16, 2017 through March 15, 2022, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT at the annual amounts and rates shown in Exhibit "B" (Cost Proposal). Total compensation shall not exceed One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00). CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" attached and incorporated by reference.

5. Ownership of Documents

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

6. Conflict of Interest

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

Pursuant to CITY's Standard Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700), Disclosure Category 1. See www.fppc.ca.gov for Form 700.

7. <u>Confidential Information</u>

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

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

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

10. <u>Indemnity</u>

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including

attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. <u>Insurance</u>

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. <u>CITY Representative</u>

Melody Tovar, Regulatory Programs Division Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. <u>CONSULTANT Representative</u>

Ray Goebel, Manager of Operations, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

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

To CITY: Melody Tovar, Regulatory Programs Division Manager

Environmental Services Department

CITY OF SUNNYVALE

P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONSULTANT: Ray Goebel, Manager of Operations

EOA, Inc.

1410 Jackson Street Oakland, CA 94612

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

15. Assignment

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

16. Termination

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

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:	CITY OF SUNNYVALE ("CITY")
ByCity Clerk	By City Manager
APPROVED AS TO FORM:	EOA, Inc. ("CONSULTANT")
ByCity Attorney	By
	Name and Title
	By
	Name and Title

EXHIBIT "A" SCOPE OF WORK

City of Sunnyvale NPDES Permit and WPCP Support for 2017-2021

EOA's scope of work is organized into seven tasks which reflect historic and anticipated future needs of the City. The level of effort estimates contained herein recognizes the City's intent to continue transitioning certain work historically performed by EOA to City staff over the course of this agreement. The average annual hours allocated for each task are indicated in the task heading. A more detailed breakdown by year is provided in the attached Table 1.

Ray Goebel will serve as Project Manager. The project will be staffed primarily by the following individuals.

Ray Goebel, P.E (Principal Engineer)	[RG]
Kristin Kerr, P.E. (Managing Engineer II)	[KK]
Thomas Hall, Ph.D. (Managing Engineer III)	[TH]
Quan Lu, EIT (Associate Engineer II)	[QL]
Courtney Siu, EIT (Associate Engineer III)	[CS]
Adam Olivieri, Dr. PH, P.E. (Principal Engineer)	[AWO]
Lianne Fong (Technician)	[LF]

Task 1. WPCP Operations, Process Control, Capital and O&M Project, Support [552 hr]

- Provide engineering support in the development and ongoing implementation of operational strategies for process control, optimization, and compliance with permit requirements.
 - Examples of work to be performed include but are not limited to participation in discussions and development of technical strategies related to process control, process optimization, and those aspects of permit compliance that relate to plant operations; participation in the Monthly Seniors' Meeting and other meetings as requested; leading or supporting the development of written guidance related to these issues; and developing and supporting technical studies related to these issues. [RG]
- Maintain or develop computer applications used by the WPCP for process control; improve these applications as necessary to meet operational and regulatory compliance needs, and train WPCP staff in their use and routine management.
 - This includes maintenance and updates to the EOA-developed Unit Process Reports (UPR) workbook used by Operations staff and Managers. The UPR report merges plant and laboratory data, providing comprehensive picture of plant operations, and facilitates data analysis across data sources and process components. EOA will also support the potential evolution of the UPR functionality into a successor system and support incorporation of existing data management tools into the new LIMS system. [RG, KK, QL]
- Provide engineering support in the development or implementation of the WPCP's

Master Plan and other special projects, including assisting in document preparation or providing critical review and comments on documents prepared by others, as well as supporting O&M "in house" projects such as the recent dual media filter and air floatation tank rehabilitation projects. [RG]

- Provide assistance in the procurement process for goods and services for the Plant (such as polymer and other treatment chemicals, residuals hauling/management, etc), including support for development of RFP and testing protocols, evaluation of proposals and testing results, and vendor selection. [RG, KK, CS]
- Provide support for development and updating of the Plant O&M Manual, including
 making updates as systems or protocols are changed (for example, the Sodium
 Hypochlorite / Continuous Recycled Water and construction of the new Influent Pumping
 and Primary Treatment facilities. This also includes providing significant support to the
 prospective project to convert the O&M Manual to an online system. [RG, QL]
- Provide support for development or modification of Plant Standard Operating Procedures (SOPs) and related documents to ensure safe and efficient Plant Operation. [RG]
- Prepare Water Board Notifications for process changes and an Operations Plan for Startup of the Hypochlorite Conversion Project, to provide potential regulatory relief during system startup and testing. [RG]

Task 2. NPDES and Recycled Water Permit Compliance [148 hr]

- Provide advice and assistance to WPCP Management and staff on issues related to permit compliance. [RG, KK]
- Assist City Staff in Preparing Annual Reports, primarily through focused support or report review. Key reports include the City's Annual NPDES, Biosolids, Pollution Prevention and Recycled Water Reports [RG]
- Provide guidance and support to WPCP staff for the permit-mandated one-year receiving water monitoring effort, which will generate data to be used by the Water Board to determine if the next permit requires water quality-based ammonia limits. The receiving water effort will be initiated in 2017. [RG, TH]
- Assist staff in the review and updating of the City's Local Discharge Limits for facilities regulated under the City's Pretreatment Program. This work will be conducted in 2018. [RG]
- Provide Training for NPDES and Recycled Water Permit Implementation, similar to
 previous half-day sessions on permit reissuance and compliance approaches. Topics
 during this term may include recycled water permit compliance and regulatory context as
 permit application nears. [RG]

Task 3. Lab and Pretreatment Support [65 hr]

- General support to Laboratory and Pretreatment Programs to provide specialized review and advice, for example in response to inspections or audits performed by EPA or the Water Board. [KK, RG].
- Assist laboratory in transition to the new LIMS, including regulatory reporting and file

Task 4. NPDES Permit Reissuance [70 hr]

The City's current NPDES Permit expires on October 31, 2019. The City must submit an application for permit re-issuance to the Regional Water Board by February 1, 2019. While the overall approach to permit renewal is relatively stable, potential issues to be addressed during the 2019 application include: potential effluent limits for chronic toxicity and the associated delineation of a mixing zone needed to provide for operable limits, coordination of permit development across the three POTWs in the Lower South Bay, and alignment of permit requirements with watershed level permits that also impact Sunnyvale (such as for PCBs and Nutrients). This task includes but is not limited to the following:

- Develop Schedule for Reissuance [KK]
- Obtain Compliance Monitoring Data and Other Required Permit Application Information [CS, KK]
- Obtain Permit Application Information [KK]
- Evaluate the Need for Additional Data to Address Permit Application Issues [KK]
- Update Receiving Water Data [CS]
- Prepare Draft and Final NPDES Permit Application Forms [CS, KK, TWH]
- Prepare Draft RPA, Calculate Effluent Limits for Constituents with RP, and Assess Ability to Comply with the Limits [CS, KK]
- Compliance Evaluation, if needed, including preparation of a preliminary "Infeasibility Study" documenting why compliance is infeasible, measures that will be taken by the City to comply with those constituents, and recommended interim limits that would apply to the discharge while the City takes the proposed measures to come into compliance with the final limits. [CS, KK]
- Identify Additional Information to Include in NPDES Permit Application Package [KK]
- Compile and Transmit Complete Application Package by the February 1, 2019 due date [KK, TH]
- Review Administrative Draft TO, Compile List of Issues, and Prepare Comments, including providing recommendations on potential changes with supporting technical basis. [KK, TH, RG]
- Prepare for and Attend Meeting(s) with City and RWB Staff on AD TO Issues [KK, TH]
- Review TO and Prepare Draft and Final Written Comments [TH, RG]
- Review RWB Staff Response to Comments, Revised TO, and Prepare Hearing Testimony [TH, RG]

Task 5. Technical Assistance for Regional, Statewide or National Developments that Impact Sunnyvale [466 hr]

 Participation in State and Federal Rulemaking/Policy making processes. Examples of current and impending issues to be addressed in this task include USEPA's recently proposed selenium water quality criteria (WQC) which are unattainable for the Plant, revisions to the SWB Toxicity Plan, and the SWB Recycled Water Policy. Tasks include but are not limited to review of proposed regulations, research into similarly situated or benchmark regulatory cases, coordination with other forums, and preparation of recommendations for alternative approaches and implementation provisions. [TH, AWO]

- Participation in regional POTW organizations such as the Bay Area Clean Water Agencies (BACWA), and CASA Regulatory Workgroup in support of staff when requested. [TH, RG, KK]
- Participation in RWB Nutrient Management Strategy including evaluating and tracking
 monitoring and modeling efforts aimed at demonstrating that the LSB is not impaired by
 nutrients, and supporting discussions and negotiations of future amendments to the
 Nutrient Watershed NPDES Permit when it is reissued in 2019. [TH, RG, AWO]
- Participation in Regional Monitoring Program Technical Review Committee, Steering Committee, and Workgroups in support of staff when requested. EOA routinely participates in these groups and will provide support to staff regarding the work of these groups as requested. These activities are also coordinated with those related to the Nutrient Management Strategy. [TH, AWO]
- Water Board's Basin Planning, CWA Section 303(d) listing, and Total Maximum Daily Load (TMDL) Processes.

TMDLs are a key mechanism through which new requirements on POTWs are generated, as was the case for mercury and PCBs. EOA will provide support to staff as requested to ensure early and active participation by the City to influence the final outcome of TMDL processes. Examples of issues to be addressed under this task may include pursuit of a selenium TMDL for the South Bay and revisions to the Watershed Permits for mercury and PCBs. This task also includes tracking and review of the triennial 303(d) listing which is scheduled to be updated in 2017. [TH, AWO]

Task 6. Other Efforts Requested by City [80 hr]

Provide additional services requested by the City that are not anticipated in Tasks 1 -5.

Task 7. Administrative and Project Management [72 hr]

Provide overall project coordination and scheduling, preparation and review of monthly invoices and work summaries, providing briefings for ESD Managers as required, and other contract-related work. [LF]

EXHIBIT "B" COST PROPOSAL

City of Sunnyvale NPDES Permit and WPCP Support for 2017-2021

		2017		2018		2019		2020		021	TOTALS
Task Name and Number	hrs	Amount	Amount Rounded								
Task 1. WPCP Operations, Process Control, Capital + O&M Project Support	552	115,800	552	118,700	552	121,600	552	124,700	552	127,800	608,600
General support	144	31,536	144	32,324	144	33,133	144	33,961	144	34,810	165,800
Maintain or develop operational data management applications	96	21,058	96	21,584	96	22,124	96	22,677	96	23,244	110,700
Support for Master Plan, Capital Projects, Special Projects	96	21,058	96	21,584	96	22,124	96	22,677	96	23,244	110,700
Support for procurement projects	48	10,529	48	10,792	48	11,062	48	11,338	48	11,622	55,300
Support for SOPs & Plant O&M Manual	144	31,586	144	32,376	144	33,185	144	34,000	144	34,900	166,000
RWBCB process change notifications & Start-up Ops Plans	24	5,264	24	5,396	24	5,531	24	5,700	24	5,800	27,700
Task 2. NPDES and RW Permit Compliance	196	42,700	176	39,300	116	26,500	156	36,600	96	23,100	168,200
General Compliance Assistance	48	10,512	48	10,775	48	11,044	48	11,320	48	11,603	55,300
Assistance for Annual Reports	48	10,529	48	10,792	48	11,062	48	11,338	48	11,622	55,300
Assistance for Receiving Water Monitoring	40	8,440	20	4,326	20	4,434	0	0	0	0	17,200
Assistance for Local Limits Review/Update	0	0	60	13,490	0	0	0	0	0	0	13,500
NPDES & Recycled Water Training	60	13,161	0	0	0	0	60	14,173	0	0	27,300
Task 3. Lab and Pretreatment Support	84	17,100	60	12,500	60	12,800	60	13,100	60	13,500	69,000
General Lab & Pretreatment Support	36	7,325	36	7,508	36	7,696	36	7,889	36	8,086	38,500
Support transition to LIMS	48	9,767	24	5,006	24	5,131	24	5,259	24	5,390	30,600
Task 4. NPDES Permit Renewal	24	4,900	124	26,000	192	41,300	0	0	0	0	72,200
All elements - see Scope of Work for detailed listing	24	4,914	124	26,024	192	41,302	0	0	0	0	72,200
Task 5. Regional, Statewide, and National Developments	492	85,000	492	103,900	492	106,500	396	87,900	396	90,100	473,400
Participation in State & Federal Rulemaking/Policy making processes	80	16,482	80	16,894	80	17,316	80	17,749	80	18,193	86,600
Participation in regional POTW organizations	60	12,361	60	12,670	60	12,987	60	13,312	60	13,644	65,000
Participation in RWB Nutrient Management Strategy	192	39,556	192	40,545	192	41,558	96	21,299	96	21,831	164,800
Participation in RMP TRC, Steering Committee, and Workgroups	80	80	80	16,894	80	17,316	80	17,749	80	18,200	70,200
Basin Planning, 303(d) listing, and TMDL Processes	80	16,482	80	16,894	80	17,316	80	17,749	80	18,200	86,600
Task 6. Other Efforts Requested by City	80	17,500	80	15,100	80	15,500	80	16,000	80	16,500	80,600
Task 7. Administrative and Project Management	72	15,800	72	15,800	72	15,800	72	15,800	72	15,800	79,000
Project Expenses (3% of subtotal)		9,000		9,900		10,200		8,800		8,600	46,500
TOTALS		307,800		341,200		350,200		302,900		295,400	1,597,500

Notes: All work is billed on a time and materials basis, per applicable fee schedule. Rates may vary among tasks depending on staff assigned; amounts listed are the estimated staff-weighted average for that subtask for planning purposes. Invoices will reflect actual hours and applicable rates, as specified in the EOA 2017 Fee Schedule, City of Sunnyvale Preferred Rates, with an annual increase not-to-exceed 2.5% per year for 2018 through 2021.

Fee Schedule

City of Sunnyvale Preferred Rates Effective January 1, 2017

The following fee schedule covers personnel rates for EOA, Inc. staff.

Our charges are divided into two categories: personnel, and outside direct expenses. A new fee schedule is issued at the beginning of each year. Charges for all work, except where other arrangements have been made, are based on the new schedule of charges. Fees are adjusted annually at a rate not to exceed 2.5%.

PERSONNEL

Personnel charges are for any technical, clerical or administrative work necessary to perform the project. Work tasks include geologic and environmental consulting, engineering and computer services, regulatory liaison, and report preparation.

Personnel rates are as follows:

Personnel Category	Hourly Rate
Principal Engineer	\$219.35
Managing Engineer/Scientist III	\$206.02
Managing Engineer/Scientist II	\$203.48
Managing Engineer/Scientist I	\$201.16
Senior Engineer/Scientist III - Project Leader	\$184.19
Senior Engneer/Scientist/Planner II	\$163.60
Senior Engineer/Scientist/Planner I	\$146.64
Associate Engineer/Scientist III	\$141.78
Associate Engineer/Scientist II	\$136.92
Associate Engineer/Scientist I Technician	\$111.50 \$ 89.67
Clerical/Computer Data Entry	\$ 66.66

Charges for professional services are in increments of one quarter-hour.

REIMBURSABLE EXPENSES

Reimbursement for the following expenses directly related to services provided will be charged at cost plus 5%.

Costs of sub-consultants or subcontractors

Other direct costs related to services provided shall reimbursed at cost: Examples include:

- Costs of long-distance telephone, copying, drafting, blueprints, etc.
 (EOA black and white copies charged at \$ 0.10 each, color copies at \$0.35 each)
- Costs or rental of special equipment
- Costs of authorized travel outside Bay Area
- Automobile mileage directly related to services (at allowable IRS rate for specified year. Current (2017) rate is \$0.535/mile).

INVOICES

Invoices are prepared and submitted on a monthly basis, as either final or progress billings.

EXHIBIT "C"

INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance: Consultant shall maintain limits no less than:

- <u>Commercial General Liability</u>: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
- 2. <u>Automobile Liability</u>: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
- 3. <u>Workers' Compensation</u> and <u>Employer's Liability</u>: \$1,000,000 per accident for bodily injury or disease.
- 4. <u>Errors and Omissions</u>: Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- 1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
- For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
- 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

- 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.



City of Sunnyvale

Agenda Item

17-0042 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Approve NOVA Strategic Local Plan and Approve NOVA as Career Services Provider at Sunnyvale NOVA Job Center

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards in a planning region (Regional Planning Unit or RPU) to engage in a regional planning process resulting in the preparation and submission of a single regional plan that describes workforce development activities and service strategies and that incorporates local plans for each of the local areas within the planning region. The Bay-Peninsula RPU includes the workforce boards located in the counties of Santa Clara, San Mateo, San Benito, and San Francisco.

The State Plan is the controlling policy document for regional and local plans. It sets the State's policy direction for these plans and serves as a conceptual map for local boards and their partners as they jointly develop the regional and local plans. The State Plan also designates required regional partners, including industry sector leaders, economic development, community colleges, adult education, and the Department of Rehabilitation. The Plan encourages the participation of other organizations including community-based organizations and nonprofits. The primary purpose of the local plans and partnerships is to facilitate access to services at the local level.

The State issued guidance for preparation of the regional and local plans with a specific framework and guidelines for required content. The local plans will be submitted concurrently with the regional plan; both the regional and local plans are due March 15, 2017.

The State also issued guidance relative to selection of career services providers at the America's Job Center of California (AJCC) locations such as the NOVA Job Center in Sunnyvale. A local board has flexibility to provide career services itself with approval of the Chief Elected Official and the Governor. NOVA intends to apply to continue to be the adult and dislocated worker provider of career services at the NOVA Job Center in Sunnyvale. Upon approval by Council, the application will be sent to the Governor for approval.

Embedded in NOVA's local plan is the structure for delivering services to job seekers. With input from partners and community stakeholders and approval by the NOVA Workforce Board, the plan designates NOVA as the service provider at the Job Center in Sunnyvale and states NOVA's intention to solicit proposals for providers of services in San Mateo County.

It is recommended that Council approve NOVA's strategic local plan and approve NOVA to be the provider of career services at the Sunnyvale NOVA Job Center.

17-0042 Agenda Date: 2/28/2017

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental, organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

NOVA Strategic Local Plan

The State WIOA Strategic Plan sets out seven policy strategies: 1) Sector strategies, 2) Regional partnerships, 3) Career pathways, 4) Earn and learn strategies, 5) Cross-system data capacity, 6) Integrated service delivery, and 7) Supportive services. Local plans are required to provide detail on how they will align with and support these seven strategies.

As part of the local plan process, NOVA revisited the ten priority strategies developed by the NOVA Workforce Board in 2013. The strategies were updated to reflect the current economy and new WIOA requirements. All core partners were able to participate in this process, thus ensuring a full description and alignment of strategies that will be the center of relationship building and staff cross-training. The proposed priority strategies were approved by the NOVA Workforce Board at its September 28, 2016 meeting and are as follows:

- Align with sector strategies
- Form strategic partnerships
- Support career pathways
- Utilize earn and learn strategies
- Serve as lead for Information and Communication Technologies (ICT) and Health Care sectors
- Explore and disseminate real-time labor market intelligence strategies
- Promote business engagement
- Reimagine youth program
- Pursue and leverage resource development and braiding
- Assist with supportive services

NOVA's ten priority strategies form the basis of the Local Plan. Additionally, the Local Plan includes an Executive Summary providing an overview of our local economy and workforce strategy, followed by sections on vision for the local area, specific service delivery strategies, America's Job Center of California (AJCC) system and partners including employer engagement, information on specific programs and partners, training activities, performance goals, and details related to administration and procurement. The full plan is attached to this report (Attachment 1).

On December 22, 2016, NOVA's Local Plan was released for public input and comment to customers, partners, stakeholders, and the broader community. The Plan is available on NOVA's

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website and has also been advertised in the *San Jose Mercury News* and distributed through social media. As part of the final Local Plan, NOVA is required to include a summary of public comments received that disagree with the local plan and how the input was considered. The public comment period closed on January 12, 2017. NOVA received no comments that disagreed with the plan.

The NOVA Workforce Board approved the Plan at its meeting of January 25, 2017. Following approval by Council, the fully approved Local Plan will be submitted to the State as an attachment to the Regional Plan. Following the State's conditional approval of the Regional Plan in July, documentation of Chief Local Elected Official approval must be submitted by August 1, 2017. A Report to Council summarizing the Regional Plan and seeking Council approval will be scheduled for July 2017.

NOVA as Career Services Provider

Per State guidance, local boards have the flexibility to provide adult and dislocated worker career services at AJCC locations themselves, as recommended in the Local Plan, with the agreement of the Chief Elected Official and the Governor. NOVA will apply to the State for NOVA to continue to be the provider of services at its Sunnyvale location, primarily serving northern Santa Clara County. NOVA will be soliciting proposals for providers of services in San Mateo County through a competitive Request for Proposals process. Council approval of contracts recommended for funding through this process will be sought in late May or early June 2017.

There are several factors that guided NOVA's decision to apply to be the provider of adult and dislocated worker career services for the Sunnyvale location:

- 1) Demonstrated Experience: NOVA has over thirty years of demonstrated experience and expertise directly providing award-winning adult and dislocated worker career services at the NOVA Job Center in Sunnyvale to Silicon Valley's residents and employers.
- 2) Effectiveness and Accountability: NOVA has consistently met and exceeded its performance goals and measures in delivering quality career services to adults and dislocated workers and has consistently received high scores in all of its customer satisfaction surveys.
- 3) Efficiencies: NOVA utilizes a service delivery model that enables NOVA to serve more customers. This past year, the NOVA Job Center in Sunnyvale served 4,345 customers, with 41,707 visits for 54,984 career services. The result is that NOVA's cost per customer is significantly lower than other workforce areas. For example, last year NOVA's cost per enrolled adult customer was \$1,065, compared to three neighboring workforce areas that are 54% higher, 135% higher and 166% higher, respectively.
- 4) Administrative and Fiscal Oversight: The City of Sunnyvale serves as the Chief Elected Official for the NOVA consortium and the administrative and fiscal agent for NOVA. The NOVA Workforce Board serves as the governing board for NOVA performing all necessary oversight, monitoring and evaluation of NOVA's services as defined under WIOA and through a written agreement between the City of Sunnyvale and NOVA Workforce Board. This administrative structure ensures a high degree of oversight and internal checks and balances.
- 5) City of Sunnyvale (Chief Elected Official) Policy: The NOVA Job Center is staffed by City of Sunnyvale employees. The Sunnyvale City Council Policy 7.3.6 establishes guidelines for considering alternative methods of service delivery and defines superior service value as better service at lower cost, better service at equal cost, or equal service at lower cost. Given NOVA's superior services at a significant lower cost than comparable entities, the prudent decision is for NOVA to continue to directly provide adult and dislocated worker career services at the NOVA Job Center in Sunnyvale versus seeking alternative providers.

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Part of NOVA's application to the Governor to provide services directly includes a justification for how program participants will be better served under this arrangement. In this region, it would be difficult to find another administrative entity like NOVA with the track record of performance in winning competitive funding, collaborating with partners and stakeholders, delivering quality services, and exercising prudent contract management that NOVA has demonstrated over many years. In addition, in the high cost environment of Silicon Valley, with low unemployment and poverty resulting in low WIOA formula funding allocations, the pool of potential bidders would be relatively small. The last round of procurement in San Mateo County resulted in only three bids, two from out of the area. Also, multi-purpose community-based organizations often have difficulty meeting the complex requirements stipulated under WIOA for documenting eligibility, services, and expenditures. Finally, out-of-area organizations have a steep learning curve when it comes to the local economy and the high cost of space and staff. The lack of familiarity with the unique Silicon Valley economy, which requires adapting to rapid and continuous churn, would entail a long ramp-up time and constitute a high barrier to performance.

NOVA is well known for providing innovative, effective and efficient career services in this community and is qualified to provide career services as it has for over thirty years. Customers have consistently rated NOVA as an exemplary program. This past year, through the NOVA Job Center customer satisfaction survey that is distributed twice a year to all of its customers, 95% of respondents were satisfied with the level of customer service, 93% were satisfied with the quality/helpfulness of the career advising; and 96% were satisfied with the overall quality of offerings at the Job Center.

FISCAL IMPACT

The source of funds for the services is WIOA funds. Since funds are obligated to programs only based upon appropriations dedicated to NOVA, sufficient WIOA funds currently exist to cover all anticipated obligations of day-to-day program operations.

PUBLIC CONTACT

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

RECOMMENDATION

Approve the NOVA Strategic Local Plan and approve NOVA to be the adult and dislocated worker career services provider at the Sunnyvale NOVA Job Center.

Prepared by: Jeanette Langdell, Employment Training Manager Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

- 1. NOVA Local Plan
- 2. NOVA Career Services Application



NOVA customers, partners, stakeholders, and all other interested parties:

Attached is a draft of the **NOVA Program Year 2017-20 Strategic Local Plan** required under the Workforce Innovation and Opportunity Act (WIOA). The plan identifies NOVA's strategies for providing workforce development services in its local workforce development area consisting of the cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara, and Sunnyvale, and the County of San Mateo.

The public comment period on the Plan closed January 12, 2017. The Plan was approved by the NOVA Workforce Board on January 25, 2017 and is scheduled for approval by the Sunnyvale City Council on February 28, 2017. The final Plan will be submitted to the California Workforce Development Board by March 15, 2017.

Thank you.

NOVA Staff





PY2017-20 Strategic Local WIOA Plan

Executive Summary

NOVA Workforce Consortium is the Workforce Development Board for San Mateo County and seven cities in northern Santa Clara County (Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara, and Sunnyvale). NOVA is located in the Bay Peninsula Region along with workforce boards representing San Francisco, San Jose, and San Benito County, and geographically is in the center of Silicon Valley. The labor force for the NOVA area is 787,600, and the economy is led by information technology followed by health care. The region is characterized by low unemployment, scarcity of housing, high job turnover, and a high cost of living.

The modern tech company is lean, fast paced, and innovative with rapidly changing demands for skills and talent. Talent shortages are often at the highest skill levels with local companies like Apple, Google, LinkedIn, and Facebook competing globally with smaller companies and startups for top tech graduates. Mid-level workers face constant churn from the "creative destruction" caused by the pursuit of innovation. Lack of affordable housing drives middle-wage residents out of the greater Bay Area, while higher than average wages attract an onslaught of daily commuters.

Driven by this fast-evolving and diverse economy, the NOVA Workforce Development Board established a purpose statement to address the mobile nature of today's workforce. How might we assist workers in an environment where employers need maximum flexibility to hire and shed workers in response to recent innovation and global competition?

NOVA's purpose is to support workforce mobility by easing workers' transitions from opportunity to opportunity throughout their career cycles. To address transitions and maintain economic sustainability in this volatile environment, NOVA provides:

- Real-time labor market information about in-demand skills;
- Skill-building and enhancements to match market demand;
- Navigation tools for the ever-changing and entrepreneurial new labor market;
- Advocacy for necessary infrastructure to support workers between opportunities, such as unemployment insurance for all and portable benefits; and
- Interconnected support system for multiple career pathways for youth.

This purpose guides our work every day. All of NOVA's programs and initiatives are designed around these objectives and board strategies, and grant applications support this purpose or they are not pursued. Regardless of institutional challenges, NOVA is responsive to our local economy and our customers' needs.

Under the Workforce Investment Act, NOVA fostered strong relationships with one-stop partners and other community stakeholders to bring meaningful tools to our shared customers. These



efforts included quarterly meetings where we cross-trained staff and negotiated smooth referral processes. With the implementation of WIOA, San Mateo County joined the Consortium and new partners were identified and brought into the stakeholder group. Currently, through the Memorandum of Understanding (MOU) process, these relationships are being formalized in order to specifically address the shared services and resources for our customers.

All of the core partners under WIOA are represented on the NOVA Workforce Board as well as many of the one-stop partners under WIA. Since the board was functioning well with a private sector majority and exceeding 10 percent representation from organized labor, the entire membership was grandfathered in under the new law. Open seats over the last year and a half have been filled with San Mateo County representatives in order to maintain our geographic and industry balance. See Appendix E for the current NOVA Workforce Board roster.

The NOVA Workforce Board has fully embraced the service model designed under the "integrated services pilot project" as the best method to meet the needs of the region's employers. The NOVA model provides a full menu of services to all customers who choose enrollment and has now been modified to add more individuals to the priority list, including recipients of public assistance and others who are low-income, and individuals who are basic skills deficient, along with veterans.

Through the Board, NOVA has learned to employ the tools prevalent in Silicon Valley culture, namely human-centered design and lean principles. This is how we deliver high quality, just-in-time service to a large number of customers across a broad spectrum of skills, education, and income. We continuously assess the wishes and satisfaction of our customers, both job seekers and employers, and constantly re-design and adjust accordingly with the active engagement and assistance of our Board members.

A key component to meeting the needs of our employer customers is access to real-time intelligence about our regional labor market gathered from Board members, job seeker customers, sector initiatives such as Slingshot and Regional Industry Clusters of Opportunity grants, business associations such as chambers of commerce and the Interactive Advertising Bureau (IAB), and partnerships with recruiters and outplacement firms. This focus on the local economy and our ability to quickly transfer knowledge about demand and career opportunities to our job-seeking customers is our primary value-add to our community as well as to our WIOA partners.

ProMatch embodies NOVA's approach to connecting job seekers with demand careers. Designed for self-selected "professional" job seekers and operated in partnership with the Employment Development Department, ProMatch is a member-run networking program that enables job seekers to use and enhance their technical and leadership skills while unemployed. This program generally serves older, more educated customers whose talent attracts employers with higher skill demands and which also offers a deep bench of alumni willing to share their networks with current members.

The initiatives and goals set forth in this plan were developed with input from our partners and stakeholders and are designed to support the economic growth of the region as well as to promote self-sufficiency among the population we serve as a workforce system.

Customizing our services to meet market demand, winning grant funding to remain relevant despite decreasing formula allocations, and offering ProMatch for professional job seekers – these are the chief differentiators for NOVA among workforce agencies. Together with a professional staff, engaged board members, supportive elected officials, and over 30 years of satisfied customers and their networks, we remain a unique and vital asset to the Silicon Valley economy.





PY2017-20 Strategic Local WIOA Plan

A-B—Vision: Strategic Planning & Implementation

- A. Provide a cohesive statement pertaining to the vision, goals, and strategy of the Local Board and its partners, including the following:
 - i. A description of the Local Board's strategic vision to support regional economic growth and economic self-sufficiency. This must include goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), and goals relating to the performance accountability measures based on WIOA performance indicators described in 20 Code of Federal Regulations Notice of Proposed Rulemaking 677.155(a)(1). Vision, goals, and strategy must be linked to the analytical background information.

The Silicon Valley Economy

NOVA (North Valley Job Training Consortium) serves a dynamic, fast-paced and innovative technology-driven community in the heart of Silicon Valley. The NOVA Local Workforce Development Area (LWDA), comprised of northern Santa Clara County and all of San Mateo County, has been the international center of technology for more than 50 years. Home to industry leaders in hardware (Apple, Applied Materials, Cisco, HP, Intel), software (Adobe, Intuit, Symantec), and internet and social media (Amazon, Facebook, Google, LinkedIn), the modern tech companies in NOVA's area are lean and innovative with rapidly changing demands for skills and talent. Workers at all skill levels face constant churn from the "creative destruction" caused by the pursuit of innovation. While the NOVA region currently has the lowest unemployment rate of all 46 LWDAs (3.1% for October 2016), the region has the second highest number of individuals affected by WARN layoffs for 2016 to date.

Not surprisingly, Silicon Valley is a thriving hub of employment activity. On any given day, the working population of the NOVA region increases by almost 220,000 as the flow of workers into the area (515,214) greatly surpasses those commuting out (296,413) (*U.S. Census Bureau 2014*). The region boasts a low unemployment rate for its residents, but it is significant that 61% of the region's jobs are filled by those living elsewhere. This is due to two related factors: the significant number of job openings within the region with high skill demands, and secondly, the shortage of affordable housing within the region.

As NOVA is in the center of this large region where workers live and work in different local workforce areas, it is important for NOVA to be an active regional partner with neighboring workforce boards. This helps to ensure seamless, effective and timely delivery of services for this

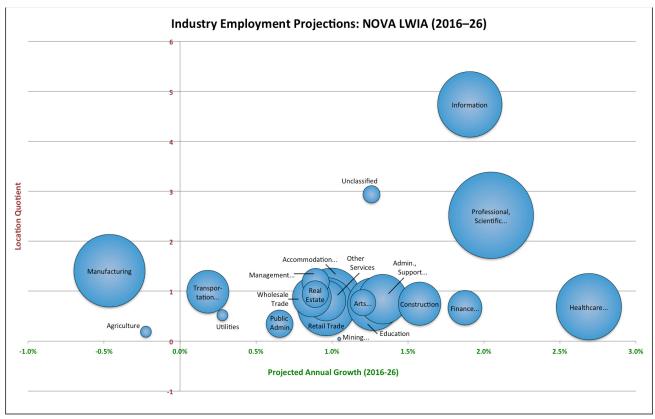


mobile workforce and to meet the needs of area employers who draw workers from a vast geographic region. NOVA is committed to forging strategic and beneficial partnerships with local stakeholders to ensure they provide input in the local planning efforts and that the resources available are in alignment with the local workforce system's goals.

The speed at which products and companies evolve in Silicon Valley results in emergent skills needs not always reflected in traditional labor market statistics. It is important that NOVA shares its labor market intelligence with the entire region to create better alignment between industry skill demands and the supply of talent.

Priority Sector Analysis

According to recent industry employment data and projections, the NOVA area has heavy employment concentrations in high value added sectors (see chart below). Those industries with a location quotient (ratio of the employment share in the region divided by the employment share for the United States as a whole) greater than 1.0 include professional, scientific, and technical services at 3.0 for the region, and information at a whopping 5.0. Both of these sectors are also projecting strong annual growth. These data are a strong indicator of regional specialization and the importance of the technology industry to this area. Healthcare is another sector with large employment and strong projected growth. These data support NOVA's selection of information technology and healthcare as priority sectors for the NOVA region.



According to *Help Wanted Online*, in October 2016 seven of the top ten occupations with the most job ads in the San Jose-Sunnyvale area were in IT, with the highest number of openings by far for



Applications Software Developers (5,232 openings). Information Technology occupations in the NOVA region have an average annual wage of \$120,000, 63% higher than the average for all occupations in the region. Healthcare Practitioners & Technical Occupations also demonstrate a higher than average annual wage of \$112,500 (JobsEQ, Chmura Economics & Analytics). These jobs all demand a minimum of a bachelor's degree and often additional education such as certifications.

While over 60% of NOVA's job seeker customers have a bachelor's degree or higher as well as significant work experience, they often lack the specialized tech and career navigation skills demanded by the region's employers. This is reflected in the training programs in which NOVA invests (see Section I). In addition, the evolving needs of tech employers result in emerging occupations without fully developed specifications and occupational codes. Employers, job seekers, and workforce areas must share this real-time labor market intelligence so that new credentials can be designed and implemented.

Reflective of the region in which NOVA is located, the NOVA customer base is disproportionally dislocated workers — currently 57% of NOVA's job seeker customers fit that description. NOVA's services and programs are designed to address the unique needs of this population.

Vision, Mission, Purpose

In this dynamic environment of constant labor force churn, the NOVA Workforce Development Board established its vision, mission, and purpose statement to assist workers with career transition in a volatile, mobile economy, and to ensure that the skill sets of our job seeker customers align with the needs of our region's employers.

Vision: We are a regional catalyst shaping and influencing the Silicon Valley workforce investment system to promote economic opportunity and shared prosperity.

Mission: The NOVA Workforce Board provides strategic leadership to continuously improve the workforce investment system by:

- providing guidance to the one-stop delivery system
- being responsive to what our customers value
- being accountable to our investors
- holding service providers accountable for results.

NOVA's purpose is to support workforce mobility by easing workers' transitions from opportunity to opportunity throughout their career cycles. To advance transitions with economic sustainability, NOVA provides:

- real-time labor market information about in-demand skills
- · skill-building and enhancements to match market demand
- navigation tools for the ever-changing and entrepreneurial new labor market
- advocacy for necessary infrastructure to support workers between opportunities, such as unemployment insurance for all and portable benefits
- interconnected support system for multiple career pathways for youth.

NOVA will measure the effectiveness of our mission, purpose, and programs in multiple ways — through regional meetings, feedback from stakeholders, and input from our business and job



seeker customers, as well as our local WIOA performance indicators. These methods serve as a vehicle for continuous improvement of the system that we share with our partners.

ii. Taking into account analyses described above, provide a strategy to work with the entities that carry out the core programs and other required partners **to align resources** available to the local area, to achieve the strategic vision of the local plan.

As part of the local plan process, NOVA revisited the original ten priority strategies developed by the NOVA Workforce Board in 2013 as part of the strategic planning process. The strategies were updated to reflect the current environment and new WIOA requirements. All core partners were able to participate in this process, thus ensuring a full description and alignment of strategies that will be the center of relationship building and staff cross-training. The process included:

- 1. The original ten priority strategies developed by the NOVA Workforce Board in 2013 were mapped to the State's seven strategies to assure alignment; updates were made as necessary, including current programmatic examples of each strategy.
- 2. The NOVA Workforce Board Executive Committee and the Board's Demand-Side Strategies Task Force were consulted to weigh in on the strategies and mapping approach.
- 3. In August 2016, the draft priority strategies were released to NOVA's stakeholders (MOU partners, economic development, small business development centers, county offices of education, local elected officials, etc.) for review. Partners commented on any gaps and provided additional programmatic examples.
- 4. Feedback was incorporated, and the proposed priority strategies were approved by the NOVA Workforce Board at its September 28, 2016 Board meeting.
- 5. In December, the comprehensive local plan was released for public input and comment to the partners listed under #3 in addition to the broader community.

Ten Priority Strategies for NOVA Workforce System

Together with its partners, NOVA Workforce Board has developed the following comprehensive priority strategies and goals to guide its work to support regional economic growth and self-sufficiency:

1. Align with Sector Strategies

- Align workforce development and education and training programs with industry sector needs.
- Participate in and lead regional sector strategies with Workforce Development Boards (WDB) in the defined Bay-Peninsula region representing San Francisco, NOVA (San Mateo County and northern Santa Clara County), work2future (San Jose and southern Santa Clara County) and San Benito County.
- Implement sector strategies through partnerships with appropriate key partners in industry sector, education, organized labor, workforce development and community-based organizations.
- Identify priority sectors based on economic and labor market data, among other key indicators. While each local WDB in the region will offer workforce preparation for all of its relevant sectors, one (or more) WDBs will coordinate efforts to collect and disseminate information regarding



employer demands, skill gaps and labor market trends for its primary sector(s) on behalf of the entire region. Identified regional priority sectors include information technology, healthcare, advanced manufacturing, and construction.

2. Form Strategic Partnerships

- Engage key partners including community service providers, education, organized labor, employers and business and economic development associations to understand the challenges and opportunities in a fast-moving economy and to develop workforce solutions.
- Collaborate with WDBs in the region to strategize and align workforce development activities and resources with the employer needs of the region and to promote regional economic growth.
- Ensure that partnerships are strategic and "value-add" where the partnership achieves its goals and relationships built benefit those who participated.

3. Support Career Pathways

- Support progressive and flexible skill development curriculum (with multiple levels and entry/exit points) and credentialing as appropriate that will lead to employment success in the labor market.
- Offer short-term serial training options to ensure that workers who can't commit to long-term training programs can still build skills.
- Explore and expand online training and other learning alternatives to deliver skills training, as well as job search and career navigation content.
- Collaborate with community colleges, adult education, and other education partners to recognize and address the workforce needs and skill gaps of the region's employers and leverage these relationships to support policy changes that address institutional barriers to rapid market responsiveness.

4. Utilize "Earn and Learn" Strategies

• Promote access to lifelong learning through flexible and industry-informed options, including "earn while you learn" training strategies where participants are attaining applicable career/occupational skills and credentials while at the same time receiving compensation. This approach also promotes access for customers with barriers to employment who cannot afford to participate in a training program without being paid. Examples of "earn and learn" approaches include apprenticeship and pre-apprenticeship programs, paid internships, risk-free tryout employment, on-the-job training, work/school options, project-based compensated learning, and short-term contract work through the gig economy.

5. Lead on Information and Communications Technologies and Health Care Sub-Sector/Occupations

- Lead efforts in the Information and Communications Technologies (ICT) sector by promoting digital literacy that includes coding as a basic skill necessary for all job seekers in the ICT sector to achieve economic self-sufficiency.
- Promote workforce development in the health care sector.



6. Explore and Disseminate Real-Time Labor Market Intelligence Strategies

- Explore and disseminate real-time labor market intelligence to uncover occupational skills gaps that will shape service-delivery strategies and programs. This is achieved through collection of (1) traditional labor market and economic data and trends analytics, validated by (2) the career advisors who work with the customers and onsite recruiters and other employers who possess real-time labor market intelligence, followed by (3) forecasting trends obtained through innovative resources that serve as portals to the future.
- Explore the development of cross-system data capacity that supports exchange of labor market information across the workforce development system. Not every WDB will possess deep information about every sector, so it will be important for one (or more) WDBs to specialize in a select few sectors and then collect and disseminate information to the other WDBs and partners in the region.
- Explore use of performance outcomes for workforce development programs as another important source of information.

7. Promote Business Engagement

- Engage businesses in identifying sector skill needs with a focus on aligning skill needs with the workforce development and training curriculum in order to fill skill gaps.
- Increase business access to talent through targeted regional job fairs, personal and electronic communications, and online technology.

8. Reimagine Youth Program

• With the advice of the NOVA Workforce Board Youth Committee, engage key partners in a strategy that best utilizes NOVA's expertise and leverages other community resources to efficiently reach more youth with combined services.

9. Pursue and Leverage Resource Development and Braiding

- Pursue additional resources to address outsized demand from customers highlighted in WARN notices (NOVA ranked #2 in state for number of impacted individuals) and to provide case management services, career advising and training for target populations that include those with special needs and barriers to employment, specifically, persons with disabilities, veterans, low-income disadvantaged, long-term unemployed, foster care youth transitioning out of the child welfare system, and the formerly incarcerated (reentry population) who may require more individualized services.
- Explore braiding/leveraging resources across the workforce development system to maximize services and minimize duplication to best meet the diverse needs of job seekers, and for capacity building of staff across partners.

10. Assist with Supportive Services

Provide assistance to job seekers who face barriers to employment with accessing a broad array
of ancillary services that will facilitate their completion of education and training programs and
job search activities leading to successful employment. Service may include childcare and
dependent care, health care, transportation vouchers, payment for books, uniforms and course



equipment, substance abuse treatment, assistive technology for individuals with disabilities, licensing fees, housing assistance, emergency assistance, financial services and counseling.

• Collaborate with organizations that specialize in these services to support shared customers.

B. Required detail on local program alignment to implement State Plan policy strategies.

i. Provide a description of the workforce development system in the local area that identifies programs included in the system.

The workforce development system in the NOVA region is comprised of a variety of diverse programs serving both wide audiences as well as specialized populations. NOVA is woven into the fabric of this system and often plays a convening or connecting role between the various organizations. NOVA collaborates with regional agencies, beyond the AJCC required partners, and convenes a quarterly meeting of these stakeholders (see list in Appendix B) to discuss service coordination and provide professional development and capacity building. In order to promote service alignment and implement the State's policy strategies, NOVA is in the process of procuring a one-stop operator whose chief function will be to facilitate partner identification, engagement, and convening.

Required AJCC partners include local/regional representatives of the following programs:

- WIOA Title I-Adults, Dislocated Workers and Youth: NOVA, Central Labor Council Partnership and JobTrain
- WIOA Title II-California Department of Education Adult Education/Literacy: Jefferson Union
 High School District Adult Education, Milpitas Adult Education, Mountain View-Los Altos Adult
 Education, Palo Alto Adult School, Santa Clara Adult Education, Sequoia District Adult School,
 San Mateo Adult School, South San Francisco Adult Education, and Sunnyvale-Cupertino Adult
 & Community Education
- WIOA Title III-California Employment Development Department on behalf of Wagner-Peyser, Veterans, Trade Adjustment Assistance, Unemployment Insurance and labor market information
- WIOA Title IV-California Department of Vocational Rehabilitation
- Title V-Older Americans Act: Peninsula Family Service
- Temporary Assistance for Needy Families/CalWORKs-California Department of Social Services: County of Santa Clara (through its Social Services Agency) and San Mateo County (through its Human Services Agency)
- Community Services Block Grant: Sacred Heart Community Service and Center for Employment Training
- Migrant and Seasonal Farm Workers: Center for Employment Training
- Housing & Urban Development: Housing Authority of the County of Santa Clara
- Community Colleges/Post-Secondary Education: Foothill-De Anza Community College District and Mission College



• Job Corps: San Jose Job Corps

In addition to required partners serving a broader audience, NOVA collaborates with a wide variety of organizations serving very specialized populations, including Upwardly Global for recent immigrant professionals, Center for Employment Training for low-income adults and youth with barriers, Vets in Tech for veterans seeking careers in technology, local youth challenge teams for community coordination of services to at-risk youth, and organizations serving individuals with disabilities. All of these organizations work together to create a comprehensive workforce system to promote self-sufficiency and economic competitiveness.

With NOVA's new role as the LWDA for San Mateo County, NOVA has proactively reached out to workforce-related organizations in San Mateo County to ensure alignment of services, provide resources (such as our *MyPlan* online job seeker tool), and elicit input for our programs. This includes community colleges, adult education, and business-related organizations such as chambers of commerce and small business development centers, as well as specialized service providers including the County Probation Department and HIP Housing, which enables people with special needs to access low-cost housing. NOVA's one-stop operator will continue this work to ensure San Mateo County agencies are represented in our Stakeholders' group.

ii. Identify how the Local Board will support the seven policies identified in the State Plan and will work with the entities carrying out core programs and other workforce development programs, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) to support service alignment and implement the policy strategies emphasized in the State Plan (the seven strategies are sector strategies, career pathways, organizing regionally, earn and learn, supportive services, building cross system data capacity, integrating services and braiding resources).

NOVA has created a crosswalk, vetted by our local Board, that identifies how our ten priority strategies support service alignment and implement the seven State Plan policy strategies (see Appendix A). Examples of how NOVA is working with core program entities to accomplish its service strategies are described in relevant sections of this plan.

NOVA's contracted one-stop operator will identify new partners and facilitate regular meetings among the partners to develop and review annual goals for creating an integrated system, for which one goal is a streamlined referral process. Meetings will also provide opportunities for cross training and professional development for better alignment and integration of services, with the goal of assuring complementary and non-duplicative services.

C. Specific services and service delivery strategies.

i. Provide a description of the ways the Local Board will work with entities carrying out core programs to expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Target populations include those listed in WIOA Section 24(a)-(M).



NOVA's philosophy is to leverage partnerships to scale knowledge and resources, essential for addressing the rapidly evolving Silicon Valley economy. Our planned service delivery strategies incorporate several initiatives that expand access to employment, training, education, and supportive services for eligible individuals, particularly those with barriers to employment. NOVA's service delivery model – integrated service delivery – is perfectly suited for achieving this goal.

The NOVA service model emphasizes access to services for all eligible individuals. The primary difference between the NOVA model and the traditional case management model is that all services are open to all job seekers from the beginning – there are no "hidden" services only for those being case managed. In a more traditional model of case management, services may be limited when caseloads are full. In the past, we found that customers relied on the case manager and did not take advantage of other services such as workshops. With the elimination of case management for most customers, job seekers are developing critical career navigation skills and taking ownership for their own job search. The NOVA model allows staff to provide job seekers with coaching on an ongoing basis as much as is needed, and the number of individuals receiving personalized attention is significantly higher than with a traditional model.

Target populations are mainstreamed through all NOVA's services that they choose to access, with services coordinated as necessary with other providers from whom the individual may be receiving services. For special populations, such as long-term unemployed individuals or formerly incarcerated, NOVA seeks out supplemental funding that includes a component of career coaching with an advisor. The NOVA model allows partners to refer job seeker customers regardless of their eligibility category and allows all job seekers to benefit from learning, sharing, and networking with each other. It also ensures a full range of skills and talent for employers to access.

NOVA meets regularly with its partners carrying out WIOA core programs as well as other stakeholders to coordinate resources, including those relating to serving individuals with barriers. The meetings are an opportunity to learn about access points, ensure that challenges to access are addressed, and avoid duplication of services. The meetings also provide a forum to share labor market intelligence from employers. Interaction with partners on a regular basis creates relationships that can then be tapped for specific initiatives that align with our strategic vision. NOVA's one stop operator will encourage continued work among the stakeholder organizations to expand access to services and share knowledge and resources. NOVA also seeks out opportunities to become well versed in community service providers and to serve as a convener and catalyst, bringing organizations together to address an identified workforce need.

Examples of work with entities carrying out core programs include:

- NOVA partners with Santa Clara Adult Education on the High Tech Academy Advisory Committee to identify entry- and mid-level training programs with career ladders, including ESL and digital skills training.
- NOVA hosts the Peninsula Family Service Mature Worker Job Coaching Program serving job seekers age 50+ (funded by the County of Santa Clara).
- In response to a California Workforce Accelerator Fund (WAF) solicitation, a regional team including NOVA, #YesWeCode (#YWC), and the Economic Advancement Research Institute (EARI) won a grant to customize a nationally recognized career navigation and networking



program for #YWC students and graduates. Addressing the challenge of individuals of color who are increasingly disconnected from the economic mainstream, #YWC has created its Coding Corps initiative to train African-Americans, Latinos, and Native Americans to become web and mobile app developers. The grant will provide #YWC graduates with access to professional networks and career navigation skills.

- In partnership with IT employers, NOVA is leading a Disability Employment Accelerator training and retention project for persons on the autism spectrum. The grant is administered by EDD.
- One of NOVA's service providers, JobTrain, is located in a low-income area and provides a onestop referral center for resources, including prescreening for public assistance, financial management, access to legal advice, and on-site GED classes. JobTrain has partnered with Sequoia District Adult School to offer entry-level coding classes that will serve as the foundation for career ladders in the technology sector.
- NOVA has unique expertise in serving dislocated workers. This population often faces barriers
 to employment such as age and long-term unemployed status. NOVA has and will continue to
 develop resources tailored to the needs of this population, such as specialized workshops,
 networking opportunities, and training for skills upgrades. The ProMatch program, a
 partnership with the local office of the California Employment Development Department
 (EDD), offers a unique member-driven networking experience for dislocated workers, which
 further enhances their reemployment readiness skills.

Through regular meetings and open communication, NOVA offers partnership to other organizations and seeks opportunities to expand access, such as with the Adult Education Block Grant and Strong Workforce initiatives.

ii. Provide a description of the way the Local Board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs.

NOVA will continue to collaborate with local adult education providers and community colleges to develop and support career pathways for industries and occupations that are responsive to the local economy and our identified priority sectors. This includes work to ensure youth and older youth have viable options in our region. NOVA will promote access to these pathways and facilitate co-enrollment as appropriate with providers. Examples of such initiatives include:

- NOVA leads the TechLadder initiative, which promotes IT career pathways, career access, inclusion, and advancement as well as family self-sufficiency. Partners include the Economic Advancement Research Institute, an independent, non-profit think tank; CompTIA, the global IT industry association; The Stride Center, a tech skill training non-profit in Oakland; and San Jose State University's anthropology department.
- NOVA is a partner in the Career Mapping Initiative, which is prototyping a best-in-class career
 mapping assessment tool for newly arriving immigrant professionals and older dislocated workers
 that will provide participants with current marketability and specific occupational skills missing, with
 tools or schools that will offer skill training to fill in the gaps. This initiative is in partnership with
 Upwardly Global and is funded by a State WAF grant.
- When the Interactive Advertising Bureau (IAB), representing hundreds of online advertisers, expressed a need for a program to train individuals in advertising operations and data analytics,



NOVA connected IAB with the College of San Mateo to develop the nation's first digital advertising credential project. In addition, NOVA has connected students from a coding boot camp operated by local CBO and service provider JobTrain to the new program at the college. The Silicon Valley SlingShot initiative (discussed later in this plan) is now looking at expanding this program to incumbent workers in digital advertising.

- NOVA leads the Silicon Valley Advanced Transportation Opportunity Initiative (ATOI) to research the
 trends in and raise awareness of careers in the advanced transportation sectors. The project has
 entailed research, industry roundtables and forums, surveys of employers, a summer workshop for
 youth and the production of a video. Current partners include Prospect Silicon Valley, education
 providers, and advanced transportation employers. The project is funded by a State Regional
 Industry Clusters of Opportunity grant (RICO).
- NOVA is collaborating with Mountain View-Los Altos Adult Education as part of the planning and oversight committee for its health care curriculum.
- As NOVA is relatively new to San Mateo County, we are focusing efforts on learning about how Career Technical Education through secondary school districts articulates into career paths at community colleges.
- Collaborate with the Bay Area Community College Consortium (BACCC) on the statewide Strong Workforce Program.
- Partner with Santa Clara Adult Education on the High Tech Academy Advisory Committee (previously mentioned).
- Explore opportunities to partner with the public and private nonprofit sectors to address workforce shortages in replacement jobs. For example, the regional Next Gen initiative supports advancement/succession planning in the public sector.
- #YesWeCode networking catalyst partnership for underrepresented workers to become web and mobile app developers (previously mentioned).

All of NOVA's efforts in partnering on projects entail identifying and expanding career pathways and access points whether they are traditional education pathways or non-traditional initiatives built to address emergent occupations.

iii. Provide a description of the way the Local Board will improve access to activities leading to a recognized post-secondary credential, including a credential that is an industry-recognized certificate or certification, portable, and stackable.

NOVA recognizes the importance of credentials not only for new entrants to the workforce, but as value-add for our dislocated worker population who already possess a bachelor's degree (or higher) but need to demonstrate current industry-recognized skills to be marketable in the rapidly-evolving Silicon Valley workplace. Following are example of specific initiatives related to improving access to credentials, as well as development of new credentials:

NOVA will strengthen its collaborations with the San Mateo Community College District and other
community colleges to identify training programs that can be added to the State Eligible Training
Provider List (ETPL) to assist job seekers to enter livable wage occupations, advance along career
ladders, and upgrade skills.



- Due to NOVA's work on its previous RICO grants, NOVA has been tapped to lead a new, alternative fuels and advanced vehicle technology apprenticeship training program. The program will be operated in partnership with Valley Transportation Authority (VTA) and Mission College in response to the increased demand for public transit infrastructure and the need to fill increasingly technical job classifications with specialized skills. The project includes several avenues for career advancement: career lattices from bus operator to maintenance, and career ladders within three transit subdivisions, including a new path to overhead line worker, the highest paid but hardest to fill position at VTA.
- NOVA is a partner in trades orientation and introduction programs in both Santa Clara and San Mateo counties. These programs offer a pre-apprenticeship class where participants gain exposure to the wide variety of construction trades careers available such as carpenter, electrician, HVACR tech, roofer, pipefitter, plasterer, ironworker, sheet metal worker, and more. Successful graduates receive the national industry-recognized Multi-Craft Core Curriculum certificate.
- NOVA assisted Sunnyvale-Cupertino Adult Education with reviewing Salesforce curricula for training
 in various occupations using the tool and shared research and findings on Big Data for potential
 creation of future training programs.
- NOVA assisted Cisco Systems in piloting its inaugural program focusing on preparing students
 for new IT careers that are emerging as a result of the digital revolution where smarter
 connections are being made between people, processes, data, and things, known as the
 Internet of Things (IoT). NOVA proposed and provided a career navigation component as part
 of the successful program and provided an on-ramp to the program for job seekers.
- NOVA collaborates with University of California Santa Cruz (UCSC) Extension to offer programs and credentials of value to professional-level job seekers, often long-term unemployed. One example is UCSC's interdisciplinary program, which is a short program where a customer can choose four classes from different departments at UCSC to create a customized training program that meets their specific needs. This is targeted to someone like a project manager who would like to take the Project Management Professional prep program as well as some technical skills (Java, Python) so that they talk tech and understand the current demands of the field.
- NOVA works with training providers to provide online options to increase access to
 credentials. We work with UC Irvine Extension and all of the classes are taught online. UCSC
 also offers the option of online classes. The online classes have been helpful to customers who
 cannot commute or who find employment while in training and need flexibility with their
 schedules.
- NOVA provides information to job seekers and outreach and recruitment for industry-led training initiatives, such as in advanced transportation and wastewater.

NOVA takes seriously its role of engaging employers in workforce development. That responsibility starts with outreach. NOVA staff actively participates in numerous organizations

iv. Provide a description of the way Local Boards and their partners will facilitate engagement of employers in workforce development programs, including small employers and employers in in-demand industry sectors and occupations.



and events. These include: chambers of commerce, the State Employment Development Department (EDD) Employer Advisory Council, the Bay Area Entrepreneurship Center, Silicon Valley Economic Development Alliance, San Mateo County Economic Development Association (SAMCEDA), the Small Business Development Centers, and exhibiting at conferences and events targeted to human resources professionals and the general business community.

The chambers of commerce are strategic conduits for learning about the needs of business, particularly smaller businesses. NOVA is an active member of nine chambers of commerce in its region. NOVA promotes business resources with the chambers and their members and encourages the development of internship and OJT opportunities. Chamber members often post job openings on NOVA's job board, which enables business services staff to collect additional labor market intelligence about shortages and skills gaps. NOVA plans to expand its chamber presence in San Mateo County by focusing on those with strong relationships with businesses in our priority industry sectors.

The Silicon Valley SlingShot initiative, described more fully in the next section of this plan, is an example of our industry-led philosophy. The project is looking at partnering on a series of pilots to address targeted workforce needs identified by the industry champions.

NOVA's Board members, who are influential leaders and decision-makers knowledgeable of the industry they represent, take responsibility to ensure that staff receives the best, most up to date and useful information upon which to base service design and delivery. Board members' current and previous employers, LinkedIn and Cisco Systems, in particular, have provided important data on in-demand skills and job descriptions. All of the Board's task forces are concerned with providing research and advice to NOVA to better prepare workers for the needs of the marketplace and current demand.

Through community and Board contacts, NOVA brings employers into the workforce system to share their insights directly with job seekers, as well as AJCC and partner staff. Examples include:

- NOVA's business services team periodically hosts informational sessions relative to trends in
 particular industries. Previous presentations have included biotech/healthcare and
 finance/insurance. Panelists working in the industry provide their perspective on hiring
 trends, skills in demand, what they're seeking in candidates, and how to transition into the
 industry.
- NOVA's ProMatch group hosts quarterly sessions specifically with recruiters in demand industries to provide tips to job seekers on applying for jobs, resume screening, etc.
- NOVA staff participates in targeted job fairs and small business gatherings hosted by community organizations and, engages with employers to learn of their needs and to market business services.
- Each WDB meeting includes a presentation by a Board member relative to trends in their industry.
 - v. Provide a description of the way Local Boards and their partners will support a local workforce development system that meets the needs of businesses in the local area.



NOVA's connections with community-based organizations, public policy groups, and business/industry associations provide the means to learn of workforce needs and the opportunity to address them by seeking out resources and convening and/or participating in partnerships with a common purpose. Several examples of current efforts are described below.

The Silicon Valley SlingShot initiative is identifying and addressing the shifting demand for Silicon Valley tech skills and is working with industry and the workforce preparation system to pilot and scale solutions that produce locally sourced, diverse tech talent through innovative and flexible pathways. Specifically, it is the goal of the initiative to engage with key companies in order to advise the workforce system (education, workforce agencies and non-profits) and ensure that the system's programmatic investments are more relevant to industry.

- This SlingShot effort is led by a team of industry champions representing a cross-section of Silicon Valley companies that hire workers with tech skills. Champions are committing to represent the voice of the customer throughout this initiative and act as filters to ensure that pilots are authentically industry-led and are strategic.
- Industry champions are committing to interviewing companies with identified talent needs to gather base-level labor market intelligence and to mobilize additional business leaders to join the SlingShot team. In the latest *Silicon Valley CEO Business Climate Survey*, business leaders ranked employee recruitment and retention as their #3 challenge (behind housing and transportation) (*Silicon Valley Leadership Group, 2016*). Through this process, NOVA and workforce and education partners will learn why the talent acquisition and retention status quo is not working for industry.
- Tactical meetings with company recruiters, front-line managers and talent acquisition and development leaders will provide data about the jobs and skills they are most consistently struggling to fill and why. Outcomes include a sophisticated understanding of company talent data and engagement of additional companies in the SlingShot initiative.

With its focus on industry leadership and customer-centered design, SlingShot offers a template for future NOVA work with industry.

NOVA is working with the Bay Area Council (BAC) on its Workforce of the Future initiative to address the need for increased availability of qualified workers across our region's broad socioeconomic spectrum. The gap between employer workforce needs and the skills that job applicants possess is a growing economic concern. Workers and educators need better information about the changing economy and the skills that are most needed for today's high-demand jobs. Employers also need to tap into disconnected populations including the region's boys and men of color, who are more often born into systemic poverty, have unemployment rates higher than their counterparts, and have lower median wages.

BAC will research and share, with educators and other stakeholders, timely and granular information on regional employers' staffing needs today and over the next five years. The project will work with colleges, community based organizations, and workforce development boards to identify existing or newly developed channels that would address employer concerns. BAC will engage employers directly in building pilot training programs.



Industry intermediaries are a key component in NOVA's plans for increasing and deepening its business connections. They are able to convey demand and need in their industry sectors and provide the introductions that allow us to create solutions with our awareness of workforce supply.

Prospect Silicon Valley is one such intermediary in the transportation and energy sectors. The Silicon Valley Advanced Transportation Opportunity Initiative, mentioned earlier in this plan, evolved as work through a RICO grant revealed the growing need for development of a pipeline to provide trained workers for alternative energy forms of transportation. Prospect Silicon Valley and NOVA are currently in discussions with San Jose State University and other local educators to develop a homegrown talent pipeline for the advanced transportation industry. The Interactive Advertising Bureau is another example of an intermediary expressing a need (in this case, for digital advertising specialists) and looking to NOVA and its partners for solutions.

NOVA's business services team will continue to seek out resources to meet the needs of the business community. Staff works with each business to discover their individual needs and to connect them with appropriate resources both at NOVA and its partners and in the community. Services to business customers currently include:

- Staffing assistance, including the ability to post job openings on NOVA's online job board, accessible to the general public
- "Hot Jobs" weekly emails highlighting job postings to over 2,000 active job seekers
- Assistance with specialized recruitments, including onsite presentations and interviews
- Partnerships with staffing services companies and outplacement firms
- On-the-job training program
- Linkages to layoff aversion resources, such as Employment Training Panel funding and Small Business Development Center (SBDC) and other business-focused organizations
- Other resources, including information on tax credits and incentives
- Rapid Response assistance to assist with career transition

NOVA's business services are coordinated with EDD's Wagner-Peyser services. EDD and NOVA staff collaborate on the delivery of Rapid Response services and assistance to employers who are hiring. NOVA staff is on the board of the local Employer Advisory Council and works with EDD staff to provide relevant information to employers on topics of mutual interest.

Business services are also coordinated with neighboring WDBs. NOVA shares information about layoffs occurring in the region so that a coordinated approach can be taken to meet the needs of companies requiring restructuring assistance. Our regional sector-based strategy also assists in meeting business needs by providing a mechanism to share labor market intelligence with WDBs throughout the region.

vi. Provide a description of the way Local Boards and their partners will better coordinate workforce development programs and economic development.



NOVA believes that the connection between workforce development and economic development is critical and works to strengthen the ties between the two systems. Economic development organizations are a valuable source of labor market intelligence to share with our career advisors, partners, and regional WDBs. NOVA staff participate in meetings of the Silicon Valley Economic Development Alliance (SVEDA), comprised of economic development managers from cities throughout Silicon Valley. SVEDA provides the opportunity to inform members of workforce services available to businesses in their respective cities, as well as to learn about issues facing the business communities. NOVA also partners with the San Mateo County Economic Development Association (SAMCEDA), and its director is a member of the NOVA board.

NOVA is pleased to be a part of a new effort led by the Association of Bay Area Governments (ABAG) to create a regional Economic Development District (EDD), as defined by the U.S. Economic Development Administration (EDA). ABAG, as the Council of Governments for the Bay Area's nine counties and 101 cities and towns, facilitates communication among jurisdictions and other stakeholders and enables collaboration and understanding on regional economic, housing, environmental and resilience issues. A few areas of concern include strengthening competitiveness, reducing workforce disparities, improving workforce development resources, and enhancing business districts and job centers.

In response to these concerns and based on consultations and collaboration with federal, state, regional and local stakeholders including the Bay Area Council, the Bay Area Community College Consortium, and workforce development boards, ABAG is preparing a *Comprehensive Economic Development Strategy* report to establish a regional EDD. The EDD will address the concerns raised by the business community and serve as a platform to coordinate and elevate the multiple sub-regional economic and workforce initiatives and provide additional resources to support regional growth and self-sufficiency.

vii. Provide a description of the way Local Boards and their partners will strengthen linkages between the one-stop delivery system and unemployment insurance programs.

Unemployment Insurance (UI) claimants are referred to NOVA by EDD staff and through notices included with their UI benefits providing information about nearby AJCCs. NOVA assists individuals with understanding the California Training Benefit to continue their UI benefits during training. TAA recipients are co-enrolled in WIOA to access career advising, case management, and other NOVA services.

In addition, NOVA is exploring new ways to partner with the UI program to provide outreach to targeted populations relative to participation in grants they would otherwise not be aware of. For example, NOVA has a grant from the U.S. Department of Labor to provide services specifically to long-term unemployed individuals in Silicon Valley. EDD's UI division may be able to assist with outreach to individuals approaching the end of their UI claim to inform them of potential eligibility for this DOL grant. NOVA is excited about the potential for strengthening access to the current workforce system.



D. America's Job Centers of California

i. Provide a description of the way the Local Board will ensure the continuous improvement of eligible providers of services through the system and that such providers will meet the employment needs of local employers, workers, and jobseekers).

NOVA surveys all of its customers at all NOVA AJCC locations twice yearly relative to customer satisfaction. Areas covered include: Services accessed, level of customer service, availability of career advisor appointments, quality of advising, quality of job center offerings, and (for those employed) which services assisted with obtaining employment. For the most recent survey, completed in July 2016, over 94% of Sunnyvale Job Center respondents were satisfied or very satisfied with the level of customer service they received. Career advising was utilized by 84% of customers, and 90% were satisfied with advising availability of career advising, while 93% were satisfied or very satisfied with the quality and helpfulness of the advising. NOVA's service model allows for this personal level of interaction with customers, which is the most-mentioned factor in success in obtaining employment. NOVA maintains an active Yelp presence, responds to all reviews, and was a recipient of the 2015 "People Love Us on Yelp" award.

NOVA partnered with neighboring workforce boards from San Francisco, San Jose, and San Benito County for DOL's human centered design (HCD) challenge. The partners received training in HCD principles and followed a process of interviewing customers to begin taking a look at re-designing the customer experience. The project is ongoing, and NOVA is looking at how the results of the inperson customer feedback can supplement the quantitative customer satisfaction data that is collected.

NOVA generates yearly reports on the performance of all of our Eligible Training Provider List (ETPL) training providers. These reports track WIOA participants, completion rates, employment rates, and salary data.

Customer satisfaction results are reviewed by staff as well as NOVA Workforce Board task forces, and adjustments in service are made as necessary. Recently, two WB members participated in our service model as customers in order to assess our enrollment process from a human-centered design perspective. Their observations proved eye-opening, and resulted in the streamlining and simplification of a number of steps in the enrollment process.

ii. Provide a description of the way the Local Board will facilitate access to services provided through the AJCC delivery system, including in remote areas, through the use of technology and other means.

NOVA provides a number of ways to access services remotely. These tools are particularly relevant with NOVA's expansion into San Mateo County, where the coastal and mountain communities may find access to a physical AJCC challenging.

First and foremost is NOVA's MyPlan website (myplan.novaworks.org), an online resource that allows job seekers to access topical videos, data, and job-search resources remotely. Information can be viewed as frequently as needed, and customers can visit the site from any location and at any time. This 24/7, remote access allows customers to become more familiar with relevant content in support of their job-search efforts. NOVA actively shares MyPlan with local adult



education providers for use with their CTE students and ESL classes, though it is available to any employment and training organization throughout the nation.

For job seekers in need of a quick answer to a question not requiring an in-person appointment NOVA offers its "advice line" service. Customers complete a simple online form with their question and preferred time to be contacted, and a NOVA career advisor will call them within 24 hours.

Job seekers have access to NOVA's online Job Board at all times, and can set up alerts to be notified of new jobs added or that meet their particular criteria. About 43% of job seekers access the job board via smartphone, making it a truly portable resource.

Several of our ETPL training providers offer online classes, popular with those who cannot commute or need flexible scheduling. The Foothill-De Anza Community College District, an MOU partner, received a five-year multi-million dollar grant to launch the Governor's Online Education Initiative that offers high quality online courses and technology resources with the goal to increase higher education degree attainment.

iii. Provide a description of the way entities within the AJCC delivery system, including AJCC operators and the AJCC partners, will comply with WIOA Section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities.

The nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and Title 29 CFR Part 38 prohibit discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries' only, citizenship or participation in a WIOA Title I financially assisted program or activity. NOVA has policies and procedures in place relative to nondiscrimination and equal opportunity and has language in its sub-recipient contracts to assure compliance with the provisions. NOVA has a designated EO officer.

NOVA recently completed a review of NOVA Job Center assistive technology to ensure we have the most current versions of software and devices and that software is compatible with current computer systems. This review was conducted with the input of several partner organizations specializing in services to individuals with disabilities. They informed us about what would be most useful to individuals they might refer to us for job search assistance. NOVA then sought and was recently awarded funding to implement the recommended technological improvements.

NOVA's stakeholder group of organizations meets quarterly and shares information relative to their programs and services to educate staff from other organizations, address challenges to access, and avoid duplication of services. The Department of Rehabilitation is a member of the group and provides training to the group, as do Project Hired, Momentum for Mental Health, and several other agencies representing special populations.

NOVA Job Center career advisors meet monthly. Part of their staff development includes presentations and training from partner organizations relative to enhancing services to individuals with disabilities.



iv. Provide a description of the roles and resource contributions of the AJCC partners.

The following information is a summary of the detailed information provided in our executed MOUs (see Appendix D):

AJCC Partner	Roles and Resource Contributions
WIOA TITLE I ADULTS, DISLOCATED WORKERS, and YOUTH: NOVA, JobTrain and Central Labor Council Partnership	Career services, training services, follow-up services
WIOA TITLE I RAPID RESPONSE/EMPLOYER SERVICES: NOVA and Central Labor Council Partnership (CLCP)	Access to labor market information, recruitment assistance, business assistance with averting layoffs and provision of information for impacted businesses, training resources, development of sector partnerships
WIOA Title II ADULT EDUCATION and CAREER and TECHNICAL EDUCATION (CTE) (Carl Perkins) for applicable agencies only: Jefferson Union High School District Adult Education, La Costa Adult School, Milpitas Adult Education, Mountain View-Los Altos Adult Education, Palo Alto Adult School, San Mateo Adult School, Santa Clara Adult Education, Sequoia District Adult School, South San Francisco Adult Education, and Sunnyvale-Cupertino Adult & Community Education	Lifelong educational opportunities; intake and assessment; in-depth career counseling; classes to enhance future employment opportunities; job search and placement assistance; participation in sector partnerships
WIOA TITLE III STATE WORKFORCE SERVICES (Wagner-Peyser, Unemployment Insurance, Labor Market Information, Veterans and Trade Adjustment Assistance programs): CA Employment Development Department (EDD)	Services include but are not limited to: Employment services, veterans services, labor market information, employer informational services, and Trade Adjustment Assistance
WIOA TITLE IV VOCATIONAL REHABILITATION: CA Department Of Rehabilitation (DOR)	Employment, training, and education services for eligible individuals, and technical assistance for employers; vocational rehabilitation services as determined by eligibility and need; training and technical assistance to AJCC partners



	1
TITLE V OLDER AMERICANS ACT: Peninsula Family Service (PFS)	Services to low-income older workers (age 55+); classroom and on-the-job training/work experience; employability skills training and placement assistance; resource to AJCC partner agencies serving older workers
COMMUNITY SERVICES BLOCK GRANT: Sacred Heart Community Service (SHCS) and Center for Employment Training (CET)	Services to disadvantaged individuals and families including employment assistance, public benefits screening, financial coaching, housing assistance, food and clothing
MIGRANT AND SEASONAL FARM WORKERS: Center for Employment Training (CET)	MSFW outreach, intake, orientation; assessment and IEP; financial literacy; occupational training; wrap-around supportive services and emergency supportive services
HOUSING AND URBAN DEVELOPMENT: Housing Authority of the County of Santa Clara	Information about Housing Authority's programs and services; presentation of information to other AJCC partners
COMMUNITY COLLEGES/POST-SECONDARY EDUCATION: Foothill-De Anza Community College District and Mission College	Instruction in demand occupations and/or preparation for four-year degree program; employment services; assistance to employers by referring qualified talent
JOB CORPS: San Jose Job Corps (SJJC)	Education and vocational training to assist low-income young adults to launch their careers; job search workshops with youth at other partner agencies
CALWORKs/TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF): County of Santa Clara Social Services Agency and San Mateo County Human Services Agency	Cross training to AJCC partners on services; information to partners on public benefits

v. **Include an appendix in each local plan of copies of executed MOUs and cooperative agreements** that are in process and copies of executed cooperative agreements which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local AJCC system. This includes cooperative agreements (as defined in WIOA Section 107(d)(11)) between the Local Board or other local entities described in WIOA Section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) and the local office of a designated State agency or



designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 720 et seq.) (other than Section 112 or part C of that Title (29 U.S.C. 732, 741) and subject to Section 121(f)) in accordance with Section 101(a)(11) of such Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

See Appendix D.

vi. Provide detail specifying how Local Boards will work with WIOA Section 166 grantees to include in their local plans their strategies to provide Indian and Native Americans equal access to AJCC services.

N/A — no Section 166 grantee in region

vii. Provide detail specifying how Local Boards will work with WIOA Section 167 grantees to include in their local plans their strategies to provide eligible Migrant Seasonal Farmworkers equal access to AJCC services.

NOVA will continue its successful partnership with local WIOA Section 167 grantee, Center for Employment Training (CET), for services to eligible MSFs. For over 50 years, CET's contextual training has prepared students for jobs according to employer needs. In its most recent Section 167 grant application (April 2016) and through the NOVA MOU process, CET has demonstrated its plan to coordinate with the AJCCs to offer farm workers access to a wide variety of basic and individualized services, including wraparound and supportive services. As a partner, CET has developed an important alliance that has increased farm worker access to the workforce system. CET brings years of experience working with MSFs and a wealth of staff knowledge to the system. Through collaborations, CET has ensured and will continue to ensure that MSFs receive full access to WIOA services.

viii. Provide detail specifying how AJCCs will serve as an on-ramp for the regional Sector pathways emphasized in the corresponding regional plan.

NOVA and AJCC service provider staff provide information about training programs to AJCC customers interested in training and referrals to training providers. In addition, training providers may come on site to present about their programs. NOVA actively markets new programs in collaboration with the community colleges and industry, including the recently developed digital advertising program, the Cisco SkillZone program, and the trades introduction pre-apprenticeship programs.

NOVA is a participant in regional monthly in-person meetings and weekly regional phone conferences to discuss labor market intelligence and coordinate and share information on new training programs in the region, such as a program at Gavilan College in Gilroy in wastewater operations that is being expanded in the Bay Area. New training programs are shared with NOVA's



career advisors so that they are aware of a wide variety of training options for our job seeker customers and can assist with recruitment for specialized programs.

In addition, NOVA's process for funding training includes a comprehensive career exploration component. This process, performed by the job seeker with staff assistance, includes an assessment of the job seeker's current knowledge and skill sets, market research into job opportunities and qualifications, and research into training providers for particular occupations. This process helps to prepare the job seeker for success in training, as well as future advancement along a career ladder.

NOVA will continue its participation in the Bay Area Community College Consortium's Strong Workforce initiative, which includes identifying training programs throughout the region in priority sectors. This valuable information will be shared with staff to ensure that job seekers are aware of regional training opportunities and how to access them.

The process of developing the first Regional Strategic Plan, together with regular meetings and conference calls, has enabled NOVA to become aware of additional career pathways and is providing the space to develop a methodology to ensure that this knowledge leads to expanded access for NOVA customers. New on-ramps will also be identified during the request for proposal process for AJCC service delivery in San Mateo County.

E. Required Information Pertaining to Specific Programs, Populations & Partners

i. Describe how the Local Board will coordinate local workforce investment activities with regional economic development activities that are carried out in the local area and how the Local Board will promote entrepreneurial skills training and microenterprise services.

As described in Section C.vi. earlier in this Plan, NOVA coordinates with a number of regional economic organizations and activities, including:

- Silicon Valley Economic Development Alliance
- San Mateo County Economic Development Association
- Association of Bay Area Governments

In addition, NOVA promotes entrepreneurial skills training through its regularly scheduled workshops, *Should I Start a Business* and *Franchise Options*. Interested job seeker customers may be referred to one of the two Small Business Assistance Centers in our region when they are committed to starting a business. NOVA also collaborates with the Bay Area Entrepreneur Center (BAEC) – a unique initiative of Skyline College that offers both entrepreneurial training and support as well as incubator space for start-up enterprises. With the support of the BAEC and the local SBDCs, NOVA plans to offer an informational workshop for job seekers featuring successful small business owners who will speak to the challenges and realities of business ownership. In response to customer need, NOVA recently developed a new workshop called *Contracting 101* that



highlights how the job market has shifted toward increased contract work and teaches customers how to be successful in the gig economy.

NOVA promotes the Silicon Valley Start-Up Cup competition, and the NOVA director serves on its selection committee. The Start-Up Cup Business Model Competition is designed to stimulate entrepreneurial activity, grow jobs through startups, and increase awareness of the resources available to grow entrepreneurs in Silicon Valley. The competition is open to participants with a model from the idea stage through five years of business operation. The participating entrepreneurs receive priceless advice from coaches and judges throughout the competition, with cash prizes awarded to the winners. The Start-Up Cup organizers are preparing to offer a workshop for individuals exploring entry into the competition, which will be piloted at NOVA in early 2017.

ii. Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area.

The NOVA Job Center in Sunnyvale is the comprehensive AJCC location in the local area and consistently receives accolades from the job seekers and employers that receive our services, and from the organizations that we partner with. NOVA's service providers, Central Labor Council Partnership and JobTrain, provide WIOA Title I services in San Mateo County. JobTrain, located in a lower-income area, offers many supportive services for those with barriers to employment.

NOVA has fully embraced the service model designed under the "integrated services pilot project" as the best method to meet the needs of the region's job seekers and employers. The NOVA service strategy emphasizes access to services for customers of all skill and income levels, and allows partners to refer job seeker customers regardless of their eligibility category, thus ensuring a full range of skills and talent for employers to access. All customers are mainstreamed through all services that they choose to access.

NOVA is constantly assessing and reinventing its services in response to customer feedback and market demand. We see all customers as assets and teach networking as the key to career success. NOVA's ProMatch program utilizes job seekers as networking resources for each other while they are seeking employment and as program alumni. NOVA's capacity to customize its services to reflect local demand and its networking expertise including ProMatch are among the factors that differentiate NOVA among workforce agencies.

NOVA also collaborates with the three community college districts and ten adult education providers in its region relative to employment and training activities, with many examples in Section C of this plan. In addition to providers of services for the general population, the region is home to many specialized service providers for niche populations. Often an employment and training component is part of their model. One organization providing comprehensive services to low income adults and youth with multiple barriers to employment is Center for Employment Training, and we encourage referrals between our agencies.

Many other groups are participants in NOVA's Stakeholders' group, including the Department of Rehabilitation, Expandability, Goodwill Silicon Valley, Momentum for Mental Health, Project Hired, Services for Brain Injury, Silicon Valley Independent Living Center, and Vets in Tech (see complete



list in Appendix B). The group meets regularly to discuss service coordination, address challenges, and provide cross training.

In addition, NOVA recognizes the need to expand access to apprenticeships and awareness of the apprenticeship model. NOVA is well connected to labor market intelligence and actively markets apprenticeship opportunities to both youth and adult job seekers. One example is the transportation apprenticeship program, mentioned in Section C.iii. earlier in this plan.

NOVA also participates in the Multi-Craft Core Curriculum Construction Trades Introduction Projects (TIP) pre-apprenticeship collaborative initiative, in partnership with the Santa Clara and San Benito Counties Building & Construction Trades Council, San Mateo County Building & Construction Trades Council, work2future and College of San Mateo, funded in part through Proposition 39.

iii. Provide a description of how the Local Board will coordinate rapid response activities carried out in the local area.

Due to the volatile nature of the Silicon Valley economy and constant labor market churn, NOVA consistently experiences large numbers of dislocations in the region. NOVA has wide-ranging expertise in providing rapid response services. Our process includes a 24-hour response goal to companies issuing WARN notices to assess needs and determine the best means of providing information on AJCC services to affected workers. NOVA coordinates the response with the local EDD Workforce Services division, which provides staff to partner on rapid response orientations. NOVA has also pioneered relationships with local outplacement firms to provide presentations on a regular basis to individuals receiving job search services through those firms. We are now exploring how these firms can also assist us in recruiting for targeted grants.

NOVA provides referrals to a variety of resources to assist businesses that might otherwise need to reduce staff. Staff is in the process of meeting with some of these resources, such as Employment Training Panel and local SBDCs, to learn more about their programs to benefit local businesses. When a layoff is unavoidable, when possible, NOVA will research related employers in the region using tools such as EconoVue (provides access to real-time employer data) in order to assist with rapid re-employment.

NOVA partners with neighboring WDBs work2future, Alameda, and San Francisco when a layoff includes locations in multiple areas and/or when the impacted employees reside in neighboring areas so that workers may learn about AJCC services in their local area. NOVA also coordinates services with WDBs in other areas of the state when a layoff impacts several geographic areas with a single company contact. NOVA is an active participant in the Bay Area Regional Response Roundtable and also presents on effective rapid response at the annual Building Workforce Partnerships conference.

iv. Provide a description and assessment of the type and availability of youth workforce development activities in the local area including activities for youth who are individuals with disabilities, which must include an identification of successful models of such activities.



The NOVA Job Center in Sunnyvale is the provider of youth services in the Santa Clara County portion of our service area, with services in San Mateo County contracted to JobTrain and Jefferson Union High School District. The NOVA Youth Program is focused on providing or making available services for all 14 of the WIOA-mandated youth service elements to any eligible youth in our two-county service area, regardless of barriers. While there are many other programs available to the at-risk youth population throughout the NOVA area, there is a lack of organizations that provide comprehensive services, especially to out-of-school youth. In general, the partners that NOVA works with provide services to specialized target groups, such as foster or homeless youth. NOVA is continuously working to find ways we can work with these partner programs to ensure that WIOA's 14 youth program elements are offered, and ideally integrated, across the two-county area.

NOVA's three WIOA youth service locations are well distanced from each other across the area. Our network of high schools, closely linked to the adult schools and community colleges, provide a strong educational pathway for youth. Counseling centers, EOPS services, and disability resource centers at the community colleges provide specific support to students throughout their studies. NOVA has strong connections with the GED/diploma programs to help support youth who have not been successful in the mainstream education process to earn their diploma and move forward to post-secondary education and/or employment.

NOVA serves youth who are not connected to the educational system through outreach to the Bill Wilson transitional housing/parenting programs, Department of Social Services foster youth, CalFresh and cash aid rosters, local shelters, youth centers, and referrals from/to other partner agencies who serve disenfranchised youth, with the goal of increasing their connection to the community and supporting them on a path toward economic self-sufficiency.

There are a number of strong mentoring programs available in our area, and NOVA has created an online guide to give mentors tools to use around career planning, job search/retention, and financial literacy. NOVA has a successful granted partnership with LinkedIn to support youth employment in our community. Over the past two years, hundreds of youth have had the opportunity for exposure to the LinkedIn staff and campus including career exploration, mentoring, and training on personal branding, networking, and developing a professional online presence. Additionally, NOVA hosts a Facebook page for employers to post job opportunities for youth in our area.

There are number of quality services in our local area for individuals with disabilities. NOVA works closely with the local WorkAbility programs to support youth with disabilities in their transition from high school to post-secondary education, training, and/or employment. Many of these youth participate in work experience activities which include tutoring, job retention skills, and exposure to educational and career options through field trips and guest speakers. The colleges have strong disability resource centers to support those at the community college and at our local state university (SJSU). NOVA staff assist youth to understand all of the resources available to them and to learn to self-advocate to obtain the best access to these services. We are also connected closely to Department of Rehabilitation, which provides counseling and financial support to help complete short-term training up to a four-year degree. In addition, we work with local non-profits focused on job placement including Project Hired, Goodwill, and Expandability.



v. Describe how the Local Board will coordinate relevant secondary and post-secondary education programs and activities with education and workforce development activities to coordinate strategies, enhance services, and avoid duplication of services.

NOVA's overall strategy related to coordination of services can be summarized by our philosophy of "find a gap and help fill it." Through our many connections with industry and education, we can provide the linkages to ensure demand-driven programs. One example is the Web Developer's boot camp offered in partnership between Sequoia Adult School, JobTrain and Cañada College. NOVA recognized a gap in connecting students to industry, and introduced the project organizers to a NOVA board member who hosts a technical human resources group and could provide both industry insights and job leads.

NOVA participates in a number of initiatives and groups related to secondary and post-secondary education programs to ensure coordination of strategies and avoid duplication of services. These include:

- Bay Area Community College Consortium participation in planning for region
- Mountain View-Los Altos Adult Education planning/oversight committee for health care curriculum
- Sunnyvale-Cupertino Adult Education curriculum review, shared research for potential programs
- Santa Clara Adult Education NOVA staff chair the SCAE High Tech Advisory Board
- San Mateo County Community College District recruitment for IAB industry-focused training
- Mission College VTA apprenticeship (discussed previously)

In addition, several adult education and college staff members are active in NOVA Stakeholders' meetings and regularly share program information with NOVA staff.

NOVA actively outreaches to community colleges, universities, and private training providers to provide technical assistance for adding and updating programs on the State Eligible Training Provider List (ETPL), as well as contracting for training services. NOVA also shares its MyPlan online job search resource tool and best practices for providing career assistance.

vi. Describe how the Local Board will coordinate WIOA Title I workforce development activities with the provision of transportation and other appropriate supportive services in the local area.

Coordination of supportive services is one of NOVA's ten priority strategies. Supportive services are discussed throughout NOVA's service-delivery system, beginning with the first appointment between the job seeker and career advisor, the initial needs discussion. At this meeting, referrals are made to no- or low-cost options in the community for immediate needs. Supportive services are especially critical to customers enrolled in training programs to ensure they have the support needed to attend and complete training while experiencing reduced or no income.

Throughout all programs, NOVA provides assistance to job seekers facing barriers to employment with accessing a broad array of ancillary services that will facilitate their completion of education



and training programs and job search activities leading to successful employment. Services may include childcare and dependent care, health care, transportation vouchers, payment for books, uniforms and course equipment, substance abuse treatment, assistive technology for individuals with disabilities, licensing fees, housing assistance, emergency assistance, financial services, and counseling. NOVA collaborates with organizations that specialize in these services to support shared customers. Examples:

- Keep Your Home California information
- Affordable Care Act information
- Focus Forward Initiative with the Housing Authority of the County of Santa Clara
- Work Incentive Planning and Assistance (WIPA) appointments conducted onsite by Center for Independence of Individuals with Disabilities
- · Department of Rehabilitation referrals
- VTA paratransit information
- Free income tax assistance referral
- Mastering Your Money workshop provided by Money Management International

vii. Provide any plans, assurances, and strategies for maximizing coordination, improving service delivery, and avoiding duplication of Wagner-Peyser Act (29 U.S.C. 49 et seq.) services and other services provided through the One Stop delivery system.

NOVA has regular meetings with EDD Wagner-Peyser staff focused on joint coordination of the ProMatch (Experience Unlimited) program but also to discuss service delivery ideas and issues. EDD staff also actively participate in NOVA's Stakeholders' group meetings. NOVA provides training to EDD staff relative to NOVA's MyPlan online job search resource tool. Wagner-Peyser and NOVA staff collaborate to deliver rapid response orientations to impacted workers. NOVA partners with EDD to jointly serve customers enrolled in WIOA and the Trade Adjustment Assistance (TAA) program, with NOVA training advisors providing case management for the duration of TAA-funded training.

EDD recently realigned its regional and cluster service structure to match the Regional Planning Units. The realignment means that now the entire NOVA LWDA is served by a single cluster; previously San Mateo County and Santa Clara County were in different clusters. It will be extremely beneficial for regional collaboration to work with a single EDD management team.

EDD is currently collocated in the satellite AJCC at JobTrain in Menlo Park and coordinates workshops for Unemployment Insurance recipients with both JobTrain and CLCP thus ensuring that full access to all NOVA services is available to EDD customers.

viii. Describe how the Local Board will coordinate WIOA Title I activities with adult education and literacy activities under WIOA Title II. This description must include how the Local Board will carry out the review of local applications submitted under Title II consistent with WIOA Sections 107(d)(11)(A) and (B)(i) and WIOA Section 232. This description must also specify how the Local Board will carry out the review of Title II grant applications to determine



whether such applications are consistent with the local plan, and how Local Boards will make recommendations to the eligible agency to promote alignment with the local plan, as described in WIOA Sections 107(d)(11)(A) and (B)(i) and Section 232.

In addition to the activities discussed in Section E.v. earlier in this plan, NOVA refers job seekers in need of basic education and literacy to local adult education providers. All job seekers receiving individualized career services may access computer classes held on-site at the NOVA Job Center in Sunnyvale through Sunnyvale-Cupertino Adult Education. SCAE also provides on-site intermediate ESL classes (see next section). Several adult education providers are active members of NOVA's Stakeholders' group and share service strategies.

When the California Department of Education requests applications for adult education Title II education and literacy activities, NOVA will disseminate those applications to experts on staff and from our workforce board for review. Readers will consider how the applications complement the local workforce development plan. NOVA will make recommendations to the applying agency to promote alignment and concurrent enrollment as appropriate. NOVA will also ensure that Title II program applicants have been given access to the NOVA local plan as they are developing their applications for funding.

ix. Local plans affecting services in the counties listed below must provide a description of the services that will be provided to limited English proficient individuals. These services be should specifically detailed in any sections of the local plan that deal with the provision of services to individuals with basic skills challenges. Local plans must specify how basic skills programs in the local area will serve individuals from these communities. Counties that trigger this requirement include Imperial, Monterey, San Benito, Los Angeles, Tulare, Merced, Santa Clara, Madera, Fresno, Orange, San Joaquin, San Mateo, Santa Barbara, Kern, Kings, Alameda, San Francisco, Napa, Stanislaus, San Bernardino, Ventura, Riverside, San Diego, Yolo, Sutter, Contra Costa, and Sacramento.

As NOVA serves job seekers in both Santa Clara and San Mateo counties, we are committing to addressing the need to ensure services are provided to those with limited English language skills. In northern Santa Clara County, NOVA coordinates with local education providers to make referrals, depending on the job seeker's level of proficiency. In response to customer need, we offer an ESL class at the intermediate/advanced level on-site at the NOVA Job Center twice a week. Part of the class includes an overview of Center services, and attendees have priority access to NOVA orientation and enrollment. NOVA service provider JobTrain, located in Menlo Park in San Mateo County, has on-site evening ESL classes and provides an Introduction to Computers class for Spanish speakers. JobTrain has staff bilingual in Spanish/English and assist Spanish-speakers with questions regarding services and resources. One challenge in our region is undocumented workers. While NOVA is unable to serve those who are ineligible for WIOA services, we provide referrals to resources that may not have this constraint, including JobTrain and our adult education partners.

NOVA participates in an initiative known as ALLIES. ALLIES is a coalition of ESL educators and community partners serving the two-county Silicon Valley region. Its mission is to support student success through innovative approaches to collaboration that build pathways between adult



schools and community colleges. The Silicon Valley Community Foundation catalyzed the creation of ALLIES and continues to provide funding. ALLIES core participants are ESL providers from the adult schools, community colleges, and community groups, including WDBs.

One of ALLIES most important activities has been to coordinate the ESL Providers' Network (EPN). The EPN is a coalition of ESL providers from San Mateo and Santa Clara counties. The EPN meets together twice a year to share best practices and discuss future directions for the overall ALLIES effort. Local partners collaborate between sessions on specific partnership initiatives. The CWIB is in discussion with NOVA to work with ALLIES on a pilot ESL project with Stanford University.

NOVA is collaborating with Upwardly Global to address the issue of the foreign born population in California who earned their degrees abroad but are in low-skill jobs or unemployed. The prevalence of underutilized skilled workers – in a regional economy with high demand for knowledge workers – is an opportunity for strengthening the California workforce system. Through a Workforce Accelerator Fund grant, NOVA and Upwardly Global are piloting a project to accelerate the employment of immigrant professionals and dislocated workers by effective and automated assessment of existing skillsets, improved job matching and remedying of skills gaps through up-skilling recommendations.

F. Administration — Managing the Work of the Local Board

i. Identify the entity responsible for the disbursal of grant funds described in WIOA Section 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under WIOA Section 107(d)(12)(B)(i).

The entity responsible for disbursing NOVA's grant funds is its administrative and financial entity, the City of Sunnyvale. Under a Joint Powers Agreement, the City of Sunnyvale is designated as the North Valley Workforce Development Agency, referred to as the Joint Powers Agency, the jurisdiction of which is the Cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara, and Sunnyvale, and the County of San Mateo. The Joint Powers Agency is administered solely by the City Council of the City of Sunnyvale, which has the authority to receive and expend funds.

ii. Describe the competitive process that will be used to award the sub-grants and contracts for WIOA Title I activities.

NOVA follows local, state, and federal regulations governing its procurement of employment and training activities, services, and programs, including the selection of service providers when appropriate. All procurements are conducted through an open and competitive process and are documented with the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract type. The City of Sunnyvale has the authority to enter into sub-grants, contracts, and other necessary agreements. NOVA intends to



request proposals for WIOA services to be provided in San Mateo County and also proposes to continue to deliver career services at the NOVA Job Center in Sunnyvale.

In accordance with WSDD153, NOVA will procure a one-stop operator through a competitive procurement process. The role of the AJCC Operator is limited to coordinating the service delivery of required AJCC partners and service providers and/or ensuring the implementation of partner responsibilities and contributions agreed upon in the Memorandums of Understanding. The NOVA One-Stop Operator function will be limited to coordinating activities for the one-stop partners by hosting stakeholder meetings four times a year. The selected operator will help prepare agendas, facilitate meetings, assist the group in establishing annual goals, and provide a report on meeting outcomes and agreements.

G. Performance Goals

i. The Local Plan should describe the levels of performance negotiated with the Governor and chief elected official consistent with WIOA Section 116(c), to be used to measure the performance of the local area and to be used by the Local Board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I subtitle B, and the AJCC delivery system in the local area.

The following performance goals have been negotiated and approved for the NOVA local area and will be used to measure performance of the AJCC delivery system and service providers:

	Indicator	Adult	Dislocated Worker	Youth
PY 2	016-17			
	Employment Rate 2nd Quarter after Exit	59.50%	66.20%	62.40%
	Employment Rate 4th Quarter after Exit	58.33%	61.50%	64.20%
	Median Earnings 2nd Quarter after Exit	\$6,787	\$11,803	baseline
	Credential Attainment within 4 Quarters after Exit	52.90%	60.00%	50.00%
PY 2	017-18			
	Employment Rate 2nd Quarter after Exit	59.50%	66.20%	62.40%
	Employment Rate 4th Quarter after Exit	58.30%	61.50%	64.20%
	Median Earnings 2nd Quarter after Exit	\$6,787	\$11,803	baseline
	Credential Attainment within 4 Quarters after Exit	55.90%	60.00%	52.00%

H. High-Performance Board Effort

i. Identify how the Local Board will comply with state-issued AJCC policies specified in the following policy directives.



WSD15-14 - WIOA Adult Program Priority of Service

As stated in WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

The WIOA adult funding priority of service does not affect or negate the priority of service provided to veterans and eligible spouses. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet NOVA's Veteran's Priority of Service criteria. Thus, for adult services, the program's eligibility determination must be made first, and then veteran's priority applied.

The NOVA WDB has approved an adult priority of service policy and procedures in compliance with WSD15-14. Priority of service for adults meeting eligibility under the priority categories is implemented at the NOVA Job Centers in the following manner:

- (a) When requesting advising appointments or advice line calls, eligible adult priority customers are served first.
- (b) When checking in for job search workshops, eligible adult priority customers are served first.
- (c) Access to online class registration system is provided to eligible adult priority customers three hours before all other registered members.
- (d) Eligible adult priority customers hoping to obtain seats in computer and communication classes (individualized services) when seats are unfilled by those who pre-registered, are given priority over all other customers.

Eligible adult priority customers have priority for NOVA-funded training over all other registered individuals.

WSD15-12 - WIOA Memorandums of Understanding Phase I

For Phase I, the NOVA WDB worked with all of the required partners in our Local Area to develop an agreement regarding the operations of the local One-Stop system as it relates to shared services and customers. Phase I of the MOU was completed and signed by each partner by the deadline of June 30, 2016.

WSD16-09 - WIOA Phase II Memorandums of Understanding

For Phase II, NOVA will reach an agreement relative to shared infrastructure costs among the AJCC comprehensive co-located partners and will submit consolidated budgets for applicable career services from all required partners by the deadline of June 30, 2017. All AJCC partners who signed our Phase I MOU will sign the Phase II agreements, including assurance from non-co-located partners that they agree to pay their proportional share of infrastructure costs as soon as sufficient data is available to make such a determination.



I. Training Activities

i. The local plan should describe how training services outlined in WIOA Section 134 will be provided through the use of individual training accounts. If contracts for training services will be used, the local plan must include how the use of such contracts will be coordinated with the use of individual training accounts, and how the Local Board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided.

ITAs will be issued to eligible adult and dislocated workers who have been assessed and determined to have specific skill-related barriers to employment. ITAs will be used to obtain occupational skills training leading to a degree, certificate, or employer recognized skill certification. The customer must have the skills/qualifications necessary to complete the selected program. This determination occurs through a comprehensive assessment and career exploration process.

The training will only be provided by providers who are on the State Eligible Training Provider List. (Exceptions to this may occur where special grant funding allows for flexibility.) NOVA's career advisor will help guide the customer to the training programs that meet local labor market demands or the market demands in the regional area to which a customer is willing to relocate. The career advisor will provide customers with a broad array of available program information and performance statistics concerning the eligible training providers. The customer, in consultation with the career advisor, will use this information in addition to onsite visits to multiple training vendors, when possible, to make an informed decision as to which training provider can best meet his/her skill and learning needs.

This comprehensive process ensures that NOVA investment in training is tied to current demand skills and occupations. Currently top training areas include:

- 48% IT / Engineering
- 17% Project Management
- 13% Admin / Finance
- 8% Medical / Scientific
- 7% Software Quality Assurance
- 7% Other: Truck Driving, HR Management, Web Design

J. Public Transparency, Accessibility & Inclusivity

i. The Local plan should describe the process used by the Local Board, consistent with WIOA 108(d), to provide a 30-day public comment period prior to submission of the plan. Information should specify how Local Boards complied with physical and programmatic accessibility requirement for individuals with disabilities. This section should describe local outreach efforts made to include stakeholders and CBOs representing the individuals from



target populations characteristic of the demography of the region, including those groups who have experience serving or working with high-need and historically disadvantaged communities such as farmworkers, ex-offenders, those who are limited English proficient, out of school and/or disconnected and foster youth (including former foster youth). This description should note how and which groups (by name) were contacted and invited to participate in both planning efforts and the public comment process.

As part of the planning process, in August 2016 NOVA solicited input regarding the proposed priority strategies from 65 individuals and organizations representing all required partners, service providers, small business development centers, local business associations, community organizations, and legislators. Stakeholders contacted included those representing target populations that are characteristic of the region and those working with high-need or disadvantaged communities. Input was then incorporated into the strategies, which were approved by the NOVA WDB at its September 28, 2016 meeting. The strategies became the basis of the local plan.

NOVA sent the draft local plan to all stakeholders who participated in the strategy development process (see Appendix C for a full list of those contacted) and also sought public comment through the following means:

- Advertisement in the San Jose Mercury News daily newspaper of general circulation in Silicon Valley
- Posting on the NOVA website www.novaworks.org
- E-mail to current Job Seeker Center customers
- Distribution through NOVA social media sites including Facebook, Twitter, and LinkedIn, and several LinkedIn workforce- and training-related groups

Upon request, accommodations were made to ensure representation from individuals with language needs and with disabilities.

K. Common Intake & Case Management

i. Describe how Local Boards currently handle intake and case management and whether their existing approach allows for the tracking of co-enrolled individuals across WIOA core programs and other programs party to the State Plan.

Initially, all job seekers attend the introductory "Power Up Your Job Search" workshop, which includes an overview of the job-search process and the services available at the NOVA Job Center, as well as initial, individualized development of a job-search plan that will be referenced and modified throughout the duration of the individual's involvement with NOVA. Registration is completed as part of the orientation with assistance from a registration specialist who collects appropriate documentation for enrolling customers into programs for which they are eligible, including WIOA adult and dislocated worker grants, Wagner-Peyser, and TAA.



Following orientation and completion of the registration process, customers meet with a career advisor for a review of their job plan and an in-depth discussion of needs and goals. The advisor and customer work together to refine the job-search plan and begin the process of identifying recommended services to assist them toward re-employment and their personal career goals. Job seekers then meet with a career advisor as often as they deem necessary. This customized, intensive interaction allows job seekers to continue to refine their job plan as their situation and goals demand. Staff provides support and encouragement, as well as relevant information to help move the individual forward. This personalized attention and the direction provided by these face-to-face meetings is critical for a successful job search.

At any point in the process, a career advisor may refer a customer to a partner organization for services and discuss coordination of services with that organization. Cross-referrals and coenrollments are noted in the case notes to assist in coordinating services to shared customers. NOVA stands ready to implement whatever tracking mechanisms the State develops for coenrollment.

L. Regional Plan Portions & Attachments

i. Identify the portions of the local plan that are being handled in the narrative content of the regional plan.

The regional plan narrative includes the regional labor market, economic, and background analyses required in local planning efforts. It also includes a description of career pathways in the region and recommendations for further action on the pathways to meet regional industry needs. The regional plan addresses the federal A-H requirements.



Appendix A: Crosswalk of State Plan Policy Strategies, NOVA's Current Ten Priorities and Proposed PY 2017-2020 Strategies

[Posted over next three pages]



State Plan Seven Policy Strategies (1) Sector Strategies: aligning (workforce and education programs with sector needs; success depends on depth of industry engagement for the sector of the sector	NOVA's Current Ten Priority Strategies (1) Regional Strategies: participate in and lead regional strategies with partner workforce boards. While each WIB will offer workforce preparation in all of its relevant sectors, one WIB will coordinate efforts to collect and disseminate information regarding employer demands for workers and skill gaps for a primary	Shared Strategy Elements Sector Strategies: State Plan #1 and NOVA Priorities #1	Proposed PY 2017-2020 Strategies for NOVA Align with Sector Strategies: align workforce development and education/training programs with industry sector needs; participate in and lead regional sector strategies with WDBs in the region [comprised of WDBs representing San Francisco, NOVA (San Mateo County and northern Santa Clara County), work2future (San Jose and southern Santa Clara County) and San Benito County]; while each local WDB in the region will offer workforce preparation for all of its relevant sectors, one (or more) WDBs will coordinate efforts to collect and disseminate
(2) Regional Partnerships: building partnerships between condustry leaders, workforce oprofessionals, education and a training providers, and economic development leaders to support regional economic growth; success depends on depth of industry engagement	(2) Regional Partnerships: (2) Engage key partners: including building partnerships between community service providers, education, industry leaders, workforce organized labor, employers and business professionals, education and trade associations to understand challenges and opportunities in a fast-economic development moving economy and to develop leaders to support regional economic growth; success depends on depth of industry engagement (2) Engage key partners: including community service providers, education, organized labor, employers and business community service providers, education, organized labor, employers and business challenges and opportunities in a fast-moving economy and to develop workforce solutions	Regional Partnerships: State Plan #2 and NOVA Priorities #2	Form Strategic Partnerships: engage key partners including community service providers, education, organized labor, employers and business & economic development associations to understand the challenges and opportunities in a fast-moving economy and to develop workforce solutions; collaborate with WDBs in the region to strategize and align workforce development activities and resources with the employer needs of the region and to promote regional economic growth.
(3) Career Pathways: progressive skills development a through education and training programs, using multiple entry and exit points, le so that each level of skills development increases the likelihood of success in the labor market; should be flexibly designed and include remedial programming p	(3) Career Pathways: (3) Collaborate with Community Colleges progressive skills development and other education partners: to recognize State Plan #3 and NOVA and address the workforce needs and skill Priorities #3 and #4 training programs, using gaps of the region's employers and multiple entry and exit points, leverage these relationships to support so that each level of skills development increases the labor market; should be labor market; should be flearning alternatives: to delivery skills remedial programming market navigation content in order to provide as many options as possible.	Career Pathways: State Plan #3 and NOVA Priorities #3 and #4	(3) Support Career Pathways: support progressive and flexible skill development curriculum (with multiple levels and exit/entry points) that will lead to employment success in the labor market; explore online training and other learning alternatives to deliver skills training, as well as job search and career navigation content; collaborate with community colleges, adult education and other education partners to recognize and address the workforce needs and skill gaps of the region's employers and leverage these relationships to support policy changes that address institutional barriers to rapid market responsiveness.
(4) Utilizing "Earn and Learn" (5) Strategies: using training and the education practices that combine applied learning to opportunities with compensation; success compensations of the property of the prope	(5) Promote access to lifelong learning: through flexible and industry-informed options, including "earn while you learn" training strategies such as apprenticeships, paid internships, and on-the-job training contracts.	"Earn and Learn": State Plan #4 and NOVA Priorities #5	(4) Utilize "Earn and Learn" Strategies: promote access to lifelong learning through flexible and industry-informed options, including "earn while you learn" training strategies. Examples of "earn and learn" approaches include apprenticeship and pre-apprenticeship programs, internships, risk-free tryout and employment (externships), on-the-job training, work/school options, and short-term contract work through the Gig Economy.



practices, minimize duplication and contribute value-add to businesses (8) Reimagine Youth Program: with the advice of the NOVA Youth Committee, engage key partners in a strategy that best utilizes NOVA's expertise and leverages other community resources to efficiently reach more youth with combined services.		(9) Reimagine its youth program: with the advice of the Youth Committee to engage key partners in a strategy that best utilizes	
(7) Promote Business Engagement: engage businesses in identifying sector skill needs with a focus on aligning skill needs with the workforce development and training curriculum in order to fill skill gaps; increase business access to talent through targeted regional job fairs, personal and electronic communications and online technology. Examples: Slingshot initiative; advanced transportation initiative (ATOI) with Prospect Silicon Valley; IAB digital advertising project; Ready to Work initiative with Silicon Valley Leadership Group; collaborate with the San Mateo County Economic Development Association (SAMCEDA) to identify business needs in San Mateo County and partner with businesses to address these needs; partner with State agencies EDD and DOR to leverage business engagement activities that promote best	Business Engagement: State Plan #1 and #2 and NOVA Priorities #1, #2, #6, and #8	(8) Expand its business strategy: to define Business Engagement: its benefits to the employer community, State Plan #1 and #2 and with an emphasis on priority sectors and a NOVA Priorities #1, #2, #6, focus on closing skill gaps and providing and #8 access to talent.	Refer to State Plan Strategies #1 & 2
(6) Explore and Disseminate Real-Time Labor Market Intelligence Strategies: explore and disseminate real-time labor market intelligence strategies to uncover occupational skills gap through 1) traditional labor market and economic data and trends analytics that is then validated by 2) the career advisors who work with the customers and onsite recruiters who possess real-time labor market data that is followed by 3) forecasting trends obtained through innovative resources that serve as portals to the future; explore the development of cross-system data capacity that supports exchange of labor market information across the workforce development system. Not every WDB will possess deep information about every sector, so it will be important for one (or more) WDBs to specialize in a select few sectors and then collect and disseminate information to the other WDBs in the region.	Labor Market Intelligence: State Plan #5 and NOVA Priorities #7	(5) Creating Cross-System Data(7) Pilot Real-time Labor Market Capacity: including diagnostic Intelligence strategies: using technology tools such as web analytics and human resources to uncover both occupational sperformance data to assess the value of investments creativity.	(5) Creating Cross-System Data Capacity: including diagnostic labor market data to assess where to invest, and performance data to assess the value of investments
(5) Lead on Information and Communications Technologies and Health Care Sub-Sector/Occupations: lead efforts in the Information and Communications Technologies by promoting digital literacy that includes coding as a basic skill necessary for all job seekers in this ICT sector to achieve economic self-sufficiency. Promote workforce development in the health care sector. This strategy is connected to and overlaps with the Sector and Career Pathways strategies.		(6) Lead efforts in Information and Communications Technologies sector: by promoting digital literacy as a basic skill necessary for all job seekers to achieve economic self-sufficiency and by pursuing the TechLadder initiative for disadvantaged job seekers.	
			employer engagement and, where appropriate, involvement of organized labor especially for apprenticeship and preapprenticeship programs



	community resources to efficiently reach more youth with combined services.		
(6) Integrated Service Delivery:	6) Integrated Service Delivery:(10) Pursue additional resources: to	Resource Development/	(9) Pursue and Leverage Resource Development and Braiding: pursue
braiding resources and services to meet client needs	continue to provide case management, in addition to career advising, for target	Leverage: State Plan #6 and NOVA	additional resources to address outsized demand from customers highlighted in WARN notices (NOVA ranked #2 in state for number of
	populations that need more individualized Priorities #10 services.	Priorities #10	impacted individuals) \underline{and} to provide case management services, career advising and training for target populations that include those with
			special needs and barriers to employment, specifically, persons with disabilities, low-income disadvantaged, long-term unemployed, and formerly incarcerated who may require more individualized services. Explore braiding/leveraging resources across the workforce development system to maximize services to best meet the diverse needs of job seekers.
(7) Supportive Services: provide ancillary services like			(10) Assist with Supportive Services: provide assistance to job seekers with accessing ancillary services such as childcare, health care,
childcare, transportation, and counseling to facilitate			transportation, financial services and counseling to facilitate program completion and reemployment. Collaborate with organizations that
program completion			specialize in these services to support shared customers.



Appendix B: Stakeholders' Group List

Santa Clara County San Mateo County

City of Sunnyvale EDD

Department of Rehabilitation HIP Housing

EDD Department of Rehabilitation

Employment & Community Options Next Step Center

De Anza College Occupational Training Institute JobTrain

Goodwill Silicon Valley Central Labor Council Partnership

HOPE Services Canada College

Mission College Skyline College

Momentum for Mental Health College of San Mateo

Money Management International San Mateo County Office of Education

Mountain View-Los Altos Adult School Bay Area Entrepreneur Center

NOVA

Project Hired

San Jose Job Corps Center

San Jose State University

Santa Clara Adult Education

Services for Brain Injury

Silicon Valley Independent Living Center

Santa Clara County Dept. of Social Services

Sunnyvale-Cupertino Adult Education

UC Santa Cruz

Veterans Administration

Vets in Tech

West Valley Community College



Appendix C: Contact List

Representing Agency Title I Adults and Dislocated Workers (SMC) Central Labor Council Partnership Title I Adults and Dislocated Workers and Youth **JobTrain** Title II Adult Education and Literacy & Carl Perkins Mountain View-Los Altos Adult Education Career Tech Ed (CTE) Title II Adult Education and Literacy & Carl Perkins Sunnyvale-Cupertino Adult & Community Education Career Tech Ed (CTE) Title II Adult Education and Literacy Palo Alto Adult School Title II Adult Education and Literacy Milpitas Adult Education Title II Adult Education and Literacy Santa Clara Adult Education Title II Adult Education and Literacy & Carl Perkins Sequoia District Adult School CTE (SMC) Title II Adult Education and Literacy (SMC) San Mateo Adult School Title II Adult Education and Literacy (SMC) South San Francisco Adult Education Title II Adult Education and Literacy (SMC) Jefferson Union High School District Adult Education La Costa Adult School Title II Adult Education and Literacy (SMC) Title III Wagner-Peyser, Veterans, and TAA (SCC) EDD (SCC & SMC) Title IV Vocational Rehabilitation CA Department of Rehabilitation (SI District) Title IV Vocational Rehabilitation CA Department of Rehabilitation (SF District) Title V Older Americans Act (Senior Community Peninsula Family Service Service Employment Program) Job Corps San Jose Job Corps Community Services Block Grant and Migrant **Center for Employment Training** Seasonal Farmworkers Program Community Services Block Grant (CSBG) Sacred Heart Community Service Housing & Urban Development (SMC) Housing Authority of the County of San Mateo Housing & Urban Development (SCC) Housing Authority of the County of Santa Clara Temporary Assistance for Needy Families/CalWORKs County of Santa Clara Social Services Agency (SCC) Temporary Assistance for Needy Families/CalWORKs County of San Mateo Human Services Agency & CSBG (SMC) Community Colleges (SCC) Foothill-De Anza Community College District Community Colleges (SCC) Mission College Community Colleges (SMC) San Mateo County Community College District Community Colleges (SMC) College of San Mateo Community Colleges (SMC) Skyline College Community Colleges (SMC) Skyline College-Bay Area Entrepreneur Center Community Colleges (SMC) Cañada College Education San José State University Education UC Santa Cruz Labor South Bay Labor Council Labor **Pipe Trades Training Center** SC and SB Counties Building & Construction Trades Labor Council



Representing	Agency
Labor	San Mateo County Building & Construction Trades Council
Economic Development	San Mateo County Economic Development Association
Economic Development	Silicon Valley Leadership Group
Economic Development	Joint Venture Silicon Valley
Economic Development	Bay Area Council
Economic Development	SPUR
Economic Development	Interactive Advertising Bureau
Economic Development	Center for Continuing Study of the California Economy
Economic Development	Prospect Silicon Valley
Economic Development	City of San Mateo
Economic Development	County of Santa Clara
Elected Officials (SMC)	Congresswoman Jackie Speier's Office
Elected Officials (SMC)	CA Assemlymember Kevin Mullin's Office
Elected Officials (SMC & SCC)	CA State Senator Jerry Hill's Office
Elected Officials (SMC & SCC)	CA State Assemblymember Rich Gordon's Office
Elected Officials (SCC)	CA State Senator Jim Beall
Elected Officials (SCC)	CA State Assemblymember Kansen Chu
Elected Officials (SCC)	Congressman Mike Honda's Office
Elected Officials (SCC)	CA State Assemblymember Nora Campos
Elected Officials (SCC & SMC)	Congresswoman Anna Eshoo
Elected Officials (SCC)	CA State Senator Bob Wieckowskil
Elected Officials (SCC)	CA State Assemblymember Evan Low
Elected Officials (SCC)	Congresswoman Zoe Lofgren's Office
County Office of Education (SMC)	San Mateo County Office of Education
County Office of Education (SCC)	Santa Clara County Office of Education
Small Business Development Center (SCC)	Silicon Valley Small Business Development Center
Small Business Development Center (SMC)	San Mateo County Small Business Development Center
NOVA/City of Sunnyvale	City of Sunnyvale
Community-based Organization	Employment & Community Options
Community-based Organization	Goodwill Silicon Valley
Community-based Organization	HOPE Services
Community-based Organization	Momentum for Mental Health
Community-based Organization	Project Hired
Community-based Organization	Services for Brain Injury
Community-based Organization	Silicon Valley Independent Living Center
Community-based Organization	Next Step Center
Community-based Organization	Vets inTech
Community-based Organization	U.S. Veterans Administration



Appendix D: Memorandums of Understanding

[47-page attachment follows Appendix E]



Appendix E: NOVA Workforce Board Roster

As of 1/31/2017

Mr. Christopher Galy, **Co-Chairperson** Chief People Officer

Ten-X

Ms. Jennifer Morrill, **Co-Chairperson** Vice President

LinkedIn

Mr. Julian Chu, **Vice Chairperson**Director, Global Customer Services

Google

Mr. Poncho Guevara, Vice Chairperson

Executive Director

Sacred Heart Community Service

Ms. Van Dang, Past Chairperson

Investor, Entrepreneur and Legal Advisor

Mr. Thomas Baity

Regional Sales Development Manager

RemX Specialty Staffing

Ms. Sinéad Borgersen

Principal, Human Resources Business Partner

CA Technologies

Mr. Carl Cimino

Director of Training

Pipe Trades Training Center

Ms. Ladan S. Dalla Betta

Management System Manager

Amazon

Mr. Lionel de Maine Chief Operations Officer

Sequoia District Adult School

Ms. Janeen Dittrick

Employment Program Manager

CA Employment Development Department

Mr. Ben Field

Executive Officer

South Bay Labor Council

Ms. Rosanne Foust

President & CEO

San Mateo County Economic Development Association

Mr. Josué García

Chief Executive Officer

Santa Clara and San Benito Counties

Building and Construction Trades Council

Dr. Hilary Goodkind

Founder and Consultant

Cenetri Group

Ms. Brenda Guidry-Brown

Director, Second Careers Employment Program

Peninsula Family Service

Ms. Elaine Hamilton

Vice President and COO

MM Hamilton Financial Group

Ms. Katherine Harasz

Executive Director

Housing Authority of the County of Santa Clara

Dr. James Hill

CEO

Proofpoint Systems

Mr. Bruce Knopf

Director of Asset and Economic Development

County of Santa Clara

Ms. Linda Labit

Staff Services Manager

CA Department of Rehabilitation



Mr. Stephen Levy

Director

Center for Continuing Study of the CA Economy

Ms. Anita Manwani Founder and Principal Carobar Business Solutions

Mr. Michael Marlaire

Consultant

Dr. Judy Miner Chancellor

Foothill-De Anza Community College District

Mr. James Ruigomez Business Manager

San Mateo County Building & Construction

Trades Council

Ms. Judy Sugiyama

Sr. Director, Talent Acquisition & Diversity/Inclusion

Applied Materials

Mr. Andy Switky

Healthcare Strategy and Design Consultant

Code Name Collective





Workforce Innovation and Opportunity Act Memorandum of Understanding

Preamble/Purpose of MOU

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the NOVA Workforce Board (NWB) and the America's Job Center of California SM (AJCC) Partners (AJCC Partners, as described under section "AJCC Partners to the MOU"), to establish an agreement concerning the operations of the AJCC delivery system.

This MOU establishes a cooperative working relationship between the AJCC Partners and defines their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

California's delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan:

- Foster demand-driven skills attainment
- · Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by assuring access to high-quality AJCCs that provide a full range of services for all customers seeking assistance with any of the following:

- · Looking to find a job.
- Building basic educational or occupational skills.
- · Earning a postsecondary certificate or degree.
- · Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

Local/Regional Vision Statement, Mission Statement, and Goals

Our Vision: We are a regional catalyst shaping and influencing the Silicon Valley

workforce development system to promote economic opportunity and shared prosperity.

Our Mission: We provide strategic leadership to continuously improve the workforce development system by:

- providing guidance to the One-Stop delivery system;
- · being responsive to what our customers value;
- · being responsible to our investors; and
- · being accountable for performance results.

Our Purpose/Goals: We support workforce mobility by easing workers' transitions from opportunity to opportunity throughout their career cycles. To advance transitions with economic sustainability, we provide:

- real-time labor market information about in-demand skills;
- skill-building enhancements to match market demand;
- navigation tools for the ever-changing and entrepreneurial new labor market;
- advocacy for necessary infrastructure to support workers between opportunities; and
- interconnected support system for multiple career pathways for youth.

AJCC Partners to the MOU

This MOU is entered into between NWB and the AJCC Partners named below, with consent of the local Chief Elected Official, the Mayor of the City of Sunnyvale, hereafter, the CEO.

Required AJCC Partners include local/regional representatives of the following programs:

- WIOA Title I-Adults, Dislocated Workers and Youth: NOVA, Central Labor Council Partnership and JobTrain;
- WIOA Title II-California Department of Education Adult Education/Literacy: Jefferson Union High School District Adult Education, Milpitas Adult Education, Mountain View-Los Altos Adult Education, Palo Alto Adult School, Santa Clara Adult Education, Sequoia District Adult School, San Mateo Adult School, South San Francisco Adult Education, and Sunnyvale-Cupertino Adult & Community Education;
- WIOA Title III-California Employment Development Department on behalf of Wagner-Peyser, Veterans, Trade Adjustment Assistance, Unemployment Insurance and labor market information;
- WIOA Title IV-California Department of Vocational Rehabilitation;
- Title V-Older Americans Act: Peninsula Family Service;
- Temporary Assistance for Needy Families/CalWORKs-California Department of Social Services: County of Santa Clara (through its Social Services Agency) and San Mateo County (through its Human Services Agency);

- Community Services Block Grant: Sacred Heart Community Service and Center for Employment Training;
- Migrant and Seasonal Farm Workers: Center for Employment Training;
- Housing & Urban Development: Housing Authority of the County of Santa Clara;
- Community Colleges/Post-Secondary Education: Foothill-De Anza Community College District and Mission College; and
- Job Corps: San Jose Job Corps.

In addition, AJCC Partners may include other agencies approved by the NWB and CEO.

AJCC System Services

AJCC's services as required by WIOA and to be provided by the AJCC Partners to this MOU are outlined in Attachment A, AJCC System Services.

Responsibility of AJCC Partners

The AJCC Partners agree to the responsibilities outlined below.

- 1. The AJCC Partners will participate in joint planning, plan development, and continuous improvement of activities to accomplish the following:
 - · Continuous partnership building.
 - Adherence to state and federal program requirements.
 - Monitor and respond to local and economic conditions, including employer needs.
 - Adherence to strategic planning principles adopted by the Act for longrange planning, including the requirement for continuous improvement.
 - Adherence to common data collection and reporting principles, including need for modification or change.
 - Diligence in developing coordinated local leadership in workforce development through:
 - a. Responsiveness to participant/customer needs;
 - b. Maintenance of system infrastructure;
 - c. Shared technology and information, according to confidentiality requirements in the Confidentiality section of this MOU below;
 - d. Performance management to measure the success of the local One-Stop system overall and to enhance performance in a spirit of quality management and continuous improvement.
- 2. Make the AJCC system and services available to customers that are applicable to the Partner's programs.
- 3. Participate in the operation of the AJCC, consistent with the terms of the MOU

and requirements of authorized laws.

4. Participate in capacity building and staff development activities in order to ensure that all AJCC Partners and staff are adequately cross-trained and that AJCC Partners with customers accessing the system have the tools to promote and support such access.

Funding of Services and Operating Costs

All relevant AJCC Partners to this MOU, those partners who are co-located at the AJCC campuses, agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by co-located AJCC Partners through a separately negotiated cost sharing agreement.

Co-located AJCC Partners will assure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in a separate cost-sharing agreement.

All AJCC Partners agree to participate in the development of a final cost-sharing plan by December 31, 2017, even if there is no cost sharing associated with that partner.

Methods for Referring Customers

The AJCC Partners will refer customers using the inter-partner and inter-agency referral process as required by WIOA and described in Attachment B, AJCC System Services Referral Agreement.

Access for Individuals with Barriers to Employment

Access points for residents in the NWB AJCC service area include:

NOVA Job Center 505 W. Olive Avenue, Suite 550 Sunnyvale, CA 94086

Central Labor Council Partnership Job Center 1777 Borel Place, Suite 500 San Mateo, CA 94402

JobTrain Job Center 1200 O'Brien Drive Menlo Park, CA 94025

The AJCC Partners are committed to providing priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills-deficient

when providing individualized career services and training services funded with WIOA adult funds.

The AJCC will ensure access for all individuals that qualify as an "individual with a barrier to employment." The term defined under WIOA means, an individual, of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Individuals on TANF
- Indians, Alaska Natives, and Native Hawaiians, defined in section 166 in WIOA Law
- · Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals, defined in section 41403(6) in the Violence Against Women Act of 1994, or homeless children and youths, defined in section 725(2) of the McKinney-Vento Homeless Assistance Act
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Such other groups as the Governor involved determines to have barriers to employment

The AJCC Partners' policies, procedures, programs, and services will be in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including customer tracking, common case management, reporting and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology, according to the confidentiality requirements in the Confidentiality section of this MOU below.

- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers including, but not limited to, applications, eligibility and referral records, or any other individual records related to services provided under this MOU in the strictest confidence, and use them solely for purposes directly related to such services.
- All AJCC Partners shall agree upon system security provisions, according to the confidentiality requirements in the Confidentiality section of this MOU below.

Confidentiality

The AJCC Partners agree to comply with the provisions of WIOA, as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement that may apply to one or all of the AJCC Partners to assure that:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC Partners agree to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC Partners must adhere, and shall share information necessary for the administration of the program as allowed under WIOA law and regulation. The AJCC partner, therefore, agrees to share customer information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes upon the written permission from a participant outlined in Attachment C, AJCC Authorization for Release of Information/Records Form.
- AJCC Partners shall share customer information, according to the confidentiality requirements stipulated in this section, solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policies of the other Partners.

Non-Discrimination and Equal Opportunity

The AJCC Partners shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry religion, national origin, veteran status, physical disability, mental

disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

Grievance Procedure

The AJCC Partners agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and Partners. The procedures will allow the customer or entity filing the complaint a fair and complete hearing and resolution of their grievance. The Partners further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Americans with Disabilities Act and Amendments Compliance

The AJCC Partners' policies and procedures as well as the programs and services provided at the AJCC will comply with applicable federal, state and local law including, but not limited to, the Americans with Disabilities Act and its amendments, the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, effective from July 1, 2016 through June 30, 2019, unless otherwise terminated, as provided in the Termination section below. The MOU will be reviewed, at a minimum, every three years, to identify any substantial changes that have occurred and shall automatically renew, unless otherwise terminated, as provided in the Termination section below. Any revisions needed prior to the automatic renewal shall be documented in a written amendment or other modification according to the Modification and Revisions section below. The MOU will also be reviewed and, if necessary, renegotiated after Local Workforce Development Plans and Regional Workforce Development Plans have been developed.

Modifications and Revisions

This MOU constitutes the entire agreement between the AJCC Partners and the NWB and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

The AJCC Partners understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The AJCC Partners also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more AJCC Partners to cease being a part of this MOU, said entity shall notify the other Partners and the NWB, in writing, 30 days in advance of that intention.

Administrative and Operations Management

Supervision/Day to Day Operations

For those co-located AJCC Partners, the day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the Job Center site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s), the supervisor of the original employer if on site and the management of the original employer. The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each Partner will take appropriate action.

Each Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee compensation and benefits, including compliance with all employment laws. In addition, each party to this Agreement shall indemnify and hold all other parties harmless from all damages, claims, liability, administrative proceedings or matters relating to compensation of the indemnifying Partner's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing employment.

Dispute Resolution

For those co-located AJCC Partners, the parties agree to try to resolve policy, practice disputes or other problems at the lowest level, starting with the supervisor of the respective staff's employer if on site, and, if not, the Job Center site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff's employer and the operator, for discussion and resolution.

Press Releases and Communications

AJCC Partners shall have the option to be included in any communication with

the press, television, radio or any other form of media when the AJCC Partner's specific duties or performance under this MOU is addressed. Unless otherwise directed by the other AJCC Partners, in all communications, each party shall make reference to the AJCC as a single system and only call out individual AJCC Partners as appropriate to the topic or issue being covered:

The AJCC Partners agree to utilize the AJCC logo developed by the State of California and the NWB for AJCC usage.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Multiple Originals; Counterparts

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Dated_	25 May , 2016	By: Christopher Galy Chair, NOVA Workforce Board
Dated:_	MAY 26 2016, 2016	By: Mem Chendud Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated:_	<u>(</u> , 2016	By: Kis Studelman
		Title: Director
		Organization: NOVA

Dated_7	5 May	, 2016	By: Christopher Galy Chair, NOVA Workforce Board
Dated:	MAY 26 2016	_, 2016	By: <u>Stem Cal-endud</u> Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated:	6-1-16	_, 2016	By: Hundy L. GHAN
			Title:

Dated 25 May	<u>.</u> , 2016.	By: Christopher Galy Chair, NOVA Workforce Board
MAY 2 6 2016	_, 2016	By:
Dated: June 1,2016	_, 2016	ву:
		Name: Nora Sobolov Title: CEO
		Organization: JobTrain

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated 25 May , 2016

Christopher Galy
Chair, NOVA Workforce Board

Dated: , 2016

Honorable Glenn Hendricks
Mayor, City of Sunnyvale

Dated: June 3, 2016

шу. <u>—</u>

Name:

Organization

10

Dated	By: Christopher Galy Chair, NOVA Workforce Board
Dated:, 2016	By:
Dated: <u>6-14-2014</u> , 2016	Name: CARy Matsucka
	Title: Superintenden!
	Organization: Milpitas Unified School District

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated 25 May , 2016

Chair, NOVA Workforce Board

Dated: ______, 2016

Dated: June 27, 2016

Name: Mike Mathiesen

Title: Associate Superintendent

Organization: Mountain View Los Alfos High School District

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated	25	May	, 2016
-			-

By: Christopher Galy
Chair, NOVA Workforce Board

Dated:	MAY	26	2016	2016
Dateu.				, 2016

By: Mem College Honorable Glenn Hendricks
Mayor, City of Sunnyvale

Dated:	(_	29	16	, 2016
	•		1	

Name: Glenn W. "Max" McGee

Title: Superintendent

Organization: Palo Alto Unified School Dist.

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated_1	15 May	, 2016	By: Christopher Galy Chair, NOVA Workforce Board
Dated:_	MAY 2 6 2016	, , 20 16	By: <u>Stem CHendud</u> Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated:_	6-3-16	_, 2016	By: Haly Rria Ed. D.

Name: Stanley Rose II, Ed.D.

1st11 -

Title: Superintendent

Organization: Santa Clara Unified School District

Dated_2	5 May	2016	By: Christopher Galy Chair, NOVA Workforce Board
Dated:	MAY 26 2016	, 2016	By: Memberships Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated:	4/12/16	_, 2016	By:
			Name: James Lianides, Ed.D.
			Title: Superintendent
			Organization: Sequeia Union Hig School District

Dated_7	<u>5 May</u> , 2016	By:Christopher Ġaly Chair, NOVA Workforce Board
Dated:	MAY 26 2016 , 2016	By: <u>Hem Cherdush</u> Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated:	<u>6/23</u> , 2016	By: Rolly
		Name: Kevin SKelly, Ph. D.
		Title: SuperintendenT
		Organization: S.M.U.H.S.D.

Dated 25 May	_, 2016	By: Christopher Galy Chair, NOVA Workforce Board
MAY 2 6 2016 Dated:	, 2016	By: Slem Katenducks
		Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated: June 17	, 2016	By: M. Kappe
		Name: Michael Coyne
		Title: Principal
		Organization: SSF Adult School

Dated 25 May	_, 2016	By: Christopher Galy Chair, NOVA Workforce Board
Dated: MAY 2 6 2016	_, 2016	By: Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated: TWE 24	_, 2016	By: 1
		Name: PEBER PAUN-LINDE Title: PRINCIPAL
		Organization: FUHSD Adult School

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated 25 May , 2016

AJCCL

y: _____Christopher Galv

Chair, NOVA Workforce Board

Dated: MAY 2 6 2016 , 2016

Honorable Glenn Hendricks
Mayor, City of Sunnyvale

Dated: 6/15/2016, 2016

By: Ruse Deraithe

Name: Rick Deraiche

Title: Deputy Division Chief

Organization: EOD

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated 25 May , 2016

Chair, NOVA Workforce Board

Dated:

Mayor, City of Sunnyvale

Dated: 6/15/16, 2016

Title: Employment Development
administrator

Organization: Unemployment Insurance

Blanch

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated 25 May , 2016

By: ______

Chair, NOVA Workforce Board

Dated:_______, 2016

Honorable Glenn Hendricks

Mayor, City of Sunnyvale

Dated: June 1, 2016, 2016

By: Dona Hell

Name: Donna Hezel

Title: District Apprinistrator

Organization: CA Department of Rehabilitation

In WITNESS THEREOF, the parties to this MOU hereby agr e to the terms and execute this agreement, and Attachments A, B, and C.

Dated 25 May , 2016

By: Christopher Galy
Chair, NOVA Wor force Board

Dated: MAY 26 2016 , 2016

Honorable Glenn | endricks
Mayor, City of Sur hyvale

Dated: 6/3/16 , 2016

By: Theresa m. won

Name: There: , U. Dos

Title: District Administrator

Organization: De softment of Rehobilitation

Dated 25 May	_, 2016	By: Christopher Galy Chair, NOVA Workforce Board
MAY 2 6 2016	_, 2016	By: <u>Hendud</u> Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated: 6-2	, 2016	ву: ДТ
		Name: Arne L. Croce Title: Executive Director
		Organization: Peninsula Family Service

Dated_2	5 May	_, 2016	By: Christopher Ga Chair, NOVA V	
Dated:	MAY 26 2016	_, 2016	By:	nn Hendricks
Dated:	June 6	, 2016	By: Juni	Qc Sodriguez
			Title: Agency E	Director San Mateo County Human Services Agency

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and Attachments A, B, and C.

Dated 15 May 26 2016

Dated: MAY 26 2016

Dated: June 15 , 2016

By: Slem Charles Board

Honorable Glenn Hendricks Mayor, City of Sunnyvale

Dated: June 15 , 2016

By: Slem Charles Board

Title: Executive Director

Organization: Sarreo Henri

Community Service

Dated_ 25 May	By: Christopher Galy Chair, NOVA Workforce Board
Dated:, 2016	By:
Dated: June 8 , 2016	By Tumelenda Sapien
	Name: HEAMELINDA SAPIEN
	Title: PRES/CEO
	Organization: <u>CENTER FOR Employmen</u> T TRAINING

Dated_25 May	By: Christopher Ğaly Chair, NOVA Workforce Board
Dated:, 2016	By: <u>Mem Whenduds</u> Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated: <u>June</u> 28, 2016	By: Kalley Epinope Howard Name: KATHY ESPINOZA-HOWARD
	Organization: Housing Huthout

Dated 25 May	_, 2016	By: Christopher Galy Chair, NOVA Workforce Board
Dated: MAY 2 6 2016	_, 2016	By: Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated: June 3	_, 2016	By:
		Title: Chancellor
		Organization: Foothill-De Anza Community College District

Dated 25 May , 2016	By:Christopher Ğaly Chair, NOVA Workforce Board
Dated:, 2016	By: Mem Chendud Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated: 6/20//6 , 2016	By: Daniel Pech
	Name: Daniel Peck
	Title: <u>President</u>
	Organization Mission College

Dated_ <u>15 May</u> , 2016	By: Christopher Galy Chair, NOVA Workforce Board
Dated: MAY 2 6 2016 , 2016	By: <u>Hem CHendud</u> Honorable Glenn Hendricks Mayor, City of Sunnyvale
Dated: 6 3 16 , 2016	By:
	Title: Center Director San Jose Job Corps Center Organization:

Attachment A AJCC SYSTEM SERVICES

WIOA TITLE I ADULTS, DISLOCATED WORKERS, and YOUTH: NOVA, JobTrain and Central Labor Council Partnership

Description of Services:

Career Services:

- · Outreach, intake and orientation;
- Eligibility determination;
- Comprehensive assessments and in-depth interviewing and career advising to help customers determine suitable employment goals and career pathways;
- Job search workshops and access to job postings and job fairs (including out of area job search and relocation assistance);
- · Labor exchange services;
- Information about and referrals to AJCC partner programs, supportive services and other programs as appropriate;
- Development of Individual Employment Plan (IEP);
- · Access to online career navigation tool "My Plan";
- · Performance and cost information;
- Information on unemployment insurance;
- · Financial aid information;
- ProMatch networking program in collaboration with EDD (NOVA only);

Training Services:

- · Provision of training program funds if available and performance information;
- · Establishment of an individual training account;
- Short-term pre-vocational services;
- · Computer classes:
- Internships and work experience placements if available;
- On-the-Job training placement if funding available;
- English language acquisition;
- Financial literacy;

Follow-up services:

 Make available for customers continued career and retention advising for up to 12 months following employment.

Referral Process:

 Title I Partners agree to follow the AJCC System Services Referral Agreement. In addition, they will provide other AJCC partners with the address, phone numbers, and contact information for the job centers and the required documents in order to enroll in partner services. Customers will be asked to visit the job centers in order to enroll in services there. Following enrollment/eligibility determination, customers will be oriented to the services that are available. • Title I Partners agree to also refer customers to other partner agencies in the AJCC system, as appropriate.

WIOA TITLE I RAPID RESPONSE/EMPLOYER SERVICES: NOVA and Central Labor Council Partnership (CLCP) where noted

Description of Services:

- Access to workforce and labor market statistical information including labor market information regarding wages, job classifications, employment rates and in-demand industry sectors; job posting assistance; and recruitment assistance including job fairs, resume searches, and job announcements across the AJCC system. (CLCP);
- Business assistance with employer-related questions including: resources related to employee management and regulations, small business and self-employment, employment-related tax credits, and wage subsidy programs; information on hiring and making accommodations for employees with disabilities; and assistance with job descriptions. (CLCP);
- Business assistance with averting layoffs or layoff/rapid response events including: business analysis and assistance to avoid employee layoff or closures, assistance with layoff and provision of information to dislocated workers, and assistance with talent transfer to minimize unemployment;
- Training resources for business owners and/or incumbent workers including customized training for a specific company or industry sector;
- Sector partnerships including: developing relationships with employers and intermediaries and developing, convening, or implementing industry or sector partnerships.

Referral Process:

- AJCC Partners may contact NOVA and CLCP business services staff directly.
- Partners will refer customers to other AJCC Partners that serve employers.

WIOA Title II ADULT EDUCATION and CAREER and TECHNICAL EDUCATION (CTE) (Carl Perkins) for applicable agencies only: Jefferson Union High School District Adult Education, Milpitas Adult Education, Mountain View-Los Altos Adult Education, Palo Alto Adult School, San Mateo Adult School, Santa Clara Adult Education, Sequoia District Adult School, South San Francisco Adult Education, and Sunnyvale-Cupertino Adult & Community Education

- Lifelong educational opportunities to help individuals meet their educational and career goals necessary to effectively participate as productive community participants, workers and family members;
- · Intake, eligibility determination, and identification of service need;
- Comprehensive assessment of skills, aptitudes, abilities and support services needed;
- Orientation of services available including support services and funds that are available to facilitate success;

- In-depth interviewing and career counseling to help customers determine suitable employment goals and career path;
- Classes to enhance future employment opportunities and personal growth through adult basic skills (literacy), citizenship, English as a Second Language (ESL), high school diploma and HSE test preparation for those who have not completed high school, career technical education, parent education, and specific services to CalWORKs recipients;
- · Career training in certificate programs in demand occupations;
- Job search and placement assistance including job preparation, resume writing, and job interview coaching;
- Assistance with career navigation that may entail preparing for continuing education and improving career possibilities;
- Provision of referrals to and coordination of activities with appropriate partners based on customer interests and needs:
- Participation in sector partnerships to align employer needs with workforce preparation.

- Individuals needing adult education services will be referred to the appropriate local center contact person.
- Adult Education partners will make available their flyers about programs and catalogues of class offerings to the other AJCC partners.
- Adult Education partners will refer participants to other AJCC partners as appropriate.

WIOA TITLE III STATE WORKFORCE SERVICES (Wagner-Peyser, Unemployment Insurance, Labor Market Information, Veterans and Trade Adjustment Assistance programs): CA Employment Development Department (EDD)

- Core services that may include, but are not limited to: Employment Services, Veterans Services, Labor Market Information, Employer Informational Services, and Trade Adjustment Assistance. A description of services within each of these categories of core services is provided below:
 - Employment Services:
 Universal access to the registration process and, based on required identification, may receive one or more of the following services:
 - Access to basic labor exchange, CalJOBSSM and various printed and electronic materials for preparing resumes and improving interviewing skills:
 - Public access to computer stations; Labor Exchange (job seekers & employers) using the State CalJOBSSM system;
 - Workshops (employment and job search preparation);
 - Staff assistance per program eligibility may receive the following:
 - Determination of employment related skills, abilities, and knowledge;
 - Assignment of specific occupational codes and titles;

- Determination of employment barriers;
- Matching of applicant profile with existing opportunities;
- Referrals to employers where qualifications and requirements match;
- Documentation of referrals and results through employer follow-up:
- Referral to other partners when barriers indicate a need for intensive services;
- Initiation of job development activities; and
- Provision of Fidelity Bonding information;
- Facilitated self-help may include but not be limited to the following services:
 - Assistance and guidance in using CalJOBSSM:
 - · Assistance in placing resumes on EDD;
 - Assistance to individual job seekers in full utilization of any resource center materials and equipment.
- Youth Employment Opportunity Program (YEOP) access; Case management for eligible youth participants;
- Experience Unlimited program chapter (ProMatch) with NOVA;
- Assistance to employers in recruiting, hiring, and retaining the best qualified persons for positions at all skill and education levels as follows:
 - Active outreach to employers to inform and educate on services and resources available through EDD;
 - Assistance in posting job orders into CalJOBSSM;
 - Availability of facilities for employers to conduct interviews and other recruiting activities when accommodation is feasible;
 - Provision of information on services and resources available through other units of EDD and governmental entities.

Unemployment Insurance (UI) Services:

Program Eligibility

The EDD provides UI claim information online to customers on UI OnlineSM and by mailing the following documents that can be utilized when determining eligibility for the local Title I programs:

- Notice of Unemployment Insurance Award (DE 429Z)
- Notice of Unemployment Insurance Claim Filed (DE 1101CLMT)

If the customer is unable to provide sufficient information, the Data Consent Authorization Form (DCAF) is available for AJCC staff to complete and fax/mail to the EDD. The form is signed by the claimant authorizing the partner to have access to confidential UI claim information (such as, basic claim info and wages reported in previous quarters) for one year.

The EDD UI Program responds within three business days upon receipt.

UI Claim Filing Assistance and Information

The WIOA outlines the 10th Basic Career Service as providing meaningful assistance in filing a UI claim in the one-stop delivery system.

The UI program is committed to providing AJCC staff with training on resources available on the EDD website for filing a UI claim, accessing UI Online, viewing tutorials, and FAQs.

The AJCC staff should be guiding customers through the online methods for filing a UI claim available on the EDD website. If the individual is considered irate/disruptive or all other means to provide meaningful assistance have been exhausted, the AJCC staff can direct the customer to the PSP line.

The UI program is committed to making the PSP line available in the offices to provide the real-time technology for providing meaningful access after all in-person attempts by cross-trained AJCC staff have been exhausted.

California Training Benefits (CTB)

Participate in consistent and meaningful collaboration and communication pathways within the California Training Benefits (CTB) programs, including a streamlined and expedited response time to determining requests sent to UI for CTB eligibility received from the local areas.

• <u>Trade Adjustment Assistance (TAA)/ Trade Readjustment</u> Allowance (TRA)

(UIB) Contribute to consistent and meaningful collaboration and communication pathways within the Trade Adjustment Assistance (TAA) program, specific to the Trade Readjustment Allowance (TRA).

(WSB) Commit to writing Petitions, Case Management, Raid Response Presentations, Lay Off aversion (eg. workshare)

Rapid Response

Participate in the planning of a rapid response event.

Participate as a member of the rapid response team.

Participate as a member of the Rapid Response Roundtable.

Provide information on EDD programs and services at orientation: Work Share Program, Partial Program, TAA/TRA, UI services, and CTB. NOTE: UI resources determined by event.

Reemployment Services and Eligibility Assessment (RESEA), Personalized Job Search Assistance (PJSA), and Initial Assistance Workshop (IAW) Workshops

Committed to profiling and scheduling job seekers to IAW, PJSA, and RESEA workshops.

Committed to collaborating with the local areas to establish one reemployment workshop that includes all core components for IAW, PJSA, and RESEA while retaining individual tracking and reporting for each respective workshop.

Committed to collaborating on feedback loops for reporting UI eligibility issues that may arise during interaction with the customer during the reemployment workshops.

Work Share

Committed to providing lay off aversion information to Employers.

MSFW

Committed to continued collaboration to provide specialized UI claim filing services in specific locations for migrant and seasonal farmworkers.

Veteran's Services:

Veterans will receive priority of service as mandated by law. The following services may be offered, per the Jobs for Veterans Grant:

- Registration for conducting employment services;
- Public access to computer stations; labor exchange using the State CalJOBSSM system;
- Veteran services navigator intake/assessment; initial employability assessment;
- Referral to intensive services and/or appropriate training opportunities, if eligible under program criteria:
 - Case management/counseling regarding employment and potential barriers to employment.
- Staff assistance may include:
 - Assessment of veterans' needs and making referrals to agencies and programs which may meet those needs;

- Veterans still on active duty status may receive information and guidance to assist in their re-entry to civilian employment;
- Job referrals and job development;
- Staff will strive to meet all mandated veterans standards per updated Veteran Program Letters and EDD Directives.

Labor Market Information:

Labor market information may be provided to jobseekers under the universal access principal adopted by the EDD. Services may be delivered through self-help or facilitated self-help. Self-help may include but not be limited to:

- Labor Market Information for regional economies, local areas, and California;
- Self-service website: accessible to all customers with our LMI products & data;
- Occupational Guides/Profiles;
- Wage data;
- Skills info & skills transference;
- In-demand occupations;
- Education and licensing requirements;
- Crosswalk occupation and education program offerings;
- ETPL certified training organizations;
- Commute pattern data;
- Evaluating in-demand industries/occupations;
- Using LMI in your policy/decision-making;
- How to use LMI;
- How to navigate through our LMI info website;
- LMI training for WIOA partners; and
- Training through various mediums.

o Employer Information Services may include the following:

- Assistance with CalJOBSSM registration and navigation;
- Assistance and information on how to post job orders into CalJOBSSM;
- CalJOBSSM assistance, training, and education;
- Help-Desk employer assistance through assigned central site;
- Assistance to employers by providing information on hiring incentives and programs such as Work Opportunity Tax Credit, which provides tax incentives for hiring certain classifications of workers;
- Employer Advisory council (EAC coordination & activities) seminars and employer resource information;
- · Targeted Recruitment, job fairs, and hiring events;
- · Employer outreach;
- Rapid Response presentations and lay-off aversion information;

Trade Adjustment Assistance (TAA):

Approval of a petition for benefits by the U.S. Department of Labor for individuals displaced under the laws governing TAA may result in those eligible individuals receiving the following services:

- TAA benefits equal to most recent weekly benefit amount of unemployment insurance;
- Trade Readjustment Allowance (TRA) benefits while enrolled in approved training if enrollment meets timing criteria;
- Financial assistance with transportation, living expenses, job search travel expense, and/or relocation expenses may be available:
- Rapid Response presentations;
- Training or re-training assistance and allowance;
- Co-enrollment with Title I partners for individual assessment;
- Writing of training contracts and doing invoicing;
- Case management for eligible participants throughout training period;
- Employment Services

Referral Process:

- If EDD services are not available at an AJCC job centers, the following procedures will be used to refer persons needing assistance:
 - Referral to appropriate person or unit who can provide information or service; and
 - Provision of printed materials containing the necessary contact information.
- EDD agrees to refer customers to other AJCC partners for services as appropriate.

WIOA TITLE IV VOCATIONAL REHABILITATION: CA Department Of Rehabilitation (DOR)

- Services offered include: employment, training and education services for eligible individuals seeking jobs or wishing to enhance their skills and technical assistance for employers.
- Vocational Rehabilitation (VR) services determined by eligibility, economic need, and individual need as authorized by the Rehabilitation Act of 1973 to include:
 - Medical and psychological exams and trial work experiences as necessary for determination of eligibility;
 - Vocational evaluations as necessary for program services planning;
 - Physical/mental restoration services (not covered by other comparable benefits);
 - Physical aids (orthotic/prosthetic devices, wheelchairs, hearing aids, low vision aids);
 - o Academic, vocational, and work adjustment training;

- Special services for the deaf and hard of hearing and the blind and visually impaired;
- o Counseling and guidance;
- Job development and job placement services;
- Rehabilitation technology (adaptive equipment and workplace accommodations not provided by the employer);
- Supported employment, independent living, and post-employment services (within 12 months following case closure);
- Temporary assistance with transportation and living expenses (if appropriate) while participating in the VR program; and
- o Evaluation, training, and placement.
- Provision of training and technical assistance to AJCC partners on topics that may include auxiliary aides and services, and rehabilitation technology for individuals with disabilities.

- Contact the VR counselor in person, by phone, by email, or through AJCC standard referral process. Provide the individual's name, address, phone number, and known or suspected disabling condition. If the VR counselor is not available for immediate assistance or is out of the office, provide the customer with VR informational sheet (provided in regular print, large print, or Braille) and a VR application. All referrals of all disability groups will be provided information about DOR services at the AJCC orientation. The VR counselor will make arrangements for a specialty counselor if necessary.
- Provide training and technical assistance to AJCC partners on eligibility for and scope of VR services.
- Provide technical assistance to employers on disability etiquette, recruitment and selection, reasonable accommodations, accessibility to programs and services, physical access surveys, publications, referrals, and resources. DOR agrees to refer customers to other AJCC partners as appropriate.

TITLE V OLDER AMERICANS ACT: Peninsula Family Service (PFS)

- Services to older workers most in need, ages 55 or older, who meet the federal guidelines for low-income (defined as an income at or below 125% of the Federal Poverty Level) and are legal residents;
- Classroom training and on-the-job training/work experience in nonprofit and public agencies for 20 hours per week of paid wages;
- · Provision of eligibility determination for work experience, medical exams, etc.;
- Employability skills training and placement assistance;
- Resource to other AJCC partner agencies serving older workers that may include: benefits for older workers, recruitment of qualified older workers, creating a userfriendly work environment for older workers, and establishing guidelines for designing flexible work hours and realistic expectations of outcome.

- PFS will provide the contact information for making referrals. AJCC partners may refer customers directly to PFS that potentially meet eligibility requirements.
- PFS will refer customers to other AFCC partners as appropriate.

COMMUNITY SERVICES BLOCK GRANT: Sacred Heart Community Service (SHCS) and Center for Employment Training (CET)

Description of Services:

- Provision of a wide range of services to disadvantaged individuals and families that
 will lead to long-term self-sufficiency that include: employment assistance program
 connecting job seekers to peer networks, skill development in the area of resume
 review, interview preparation and job placement, and resources to achieve long-term
 employment;
- · Public benefits screening and financial coaching;
- · Food and clothing distribution;
- Rental and housing deposit assistance to prevent homelessness.

Referral Process:

- Low-income individuals needing assistance will be referred to SHCS and CET.
- SHCS and CET will refer participants to other AJCC partner programs as appropriate.

MIGRANT AND SEASONAL FARM WORKERS: Center for Employment Training (CET)

- MSFW Outreach, intake and orientation;
- MSFW Eligibility Determination;
- · Comprehensive Assessment;
- Development of Individual Employment Plans (IEP);
- Performance and cost information;
- · Financial Aid;
- Financial Literacy;
- Follow-up services;
- Adult Education Career Pathways (ESL/ABE/GED) program concurrent with occupational training;
- Priority services to Veterans
- Computer literacy;
- Skills-related basic education and Vocational English as a Second Language integrated with occupational skills training in demand and emerging occupations;
- · Human development skills;
- Basic and individualized career services;

- "Wrap around" supportive services such as intake, assessment, career exploration, life skills, case management support, job preparation and job placement assistance, job retention services and follow-up services; and
- In-house emergency supportive services, including weekly stipends for MSFWs as well as referrals to partners in the area of child care, transportation, housing, legal, financial literacy and tax preparation assistance.

- AJCC Partners may refer the appropriate customers directly to CET.
- CET will refer customers to other AJCC Partners as appropriate.

HOUSING AND URBAN DEVELOPMENT: Housing Authority of the County of Santa Clara

Description of Services:

- Provision of the most up-to-date information about the Housing Authority's programs and services on Housing Authority website(s);
- Presentation of information to AJCC partner staff on housing search and share information about affordable housing and how to locate it.

Referral Process:

- The Housing Choice Voucher Program (Section 8 rental assistance) wait list is only open periodically and information regarding the wait list is available online. Other affordable housing options are posted at the Housing Authority's office and are available online at the Partner's website.
- The Housing Authority agrees to refer customers to other AJCC Partners as appropriate.

COMMUNITY COLLEGES/POST-SECONDARY EDUCATION: Foothill-De Anza Community College District and Mission College

Description of Services:

- Provision of instruction and experience to equip individuals with the education and skills necessary to enter a four-year degree program and/or demand occupations;
- Full-time, part-time, and online degree and certificate programs;
- Vocational training and customized training;
- Employment services including counseling, job skill development, career education, job placement, and retention services;
- Assistance to employers by referring qualified talent.

Referral Process:

- Community college partners to provide information regarding performance, catalogs
 of courses offered, costs, sources of financial assistance, transportation and other
 information to AJCC partners to refer to potential customers.
- Community college partners agree to refer customers to AJCC partners for services as appropriate.

JOB CORPS: San Jose Job Corps (SJJC)

Description of Services:

- Education and vocational training program to assist low-income young adults, ages 16 through 24, launch their careers;
- Alternative secondary school services, assistance with earning a high school diploma equivalency, guidance and counseling, tutoring and study skills, occupational skills training, school-to-work internship/work experience development (paid and unpaid), mentoring, leadership development, job placement assistance, career development and follow-up services;
- Residential/nonresidential living component and medical and dental care;
- Facilitates job search workshops with youth at other partner agencies.

Referral Process:

- SJJC brochures/flyers will be made available at the AJCC job centers.
- AJCC partners can refer customers that would be appropriate for the SJJC programs directly to Job Corps' intake staff.
- SJJC agrees to refer customers to other AJCC partners as appropriate.

CALWORKs/TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF): County of Santa Clara Social Services Agency and San Mateo County Human Services Agency

Description of Services:

- Provision of cross-training to AJCC partners on the services available through this program;
- Addition of a link to services available through the AJCC service system on the County's website, with a link to the County's website posted on NOVA AJCC Job Center website and other AJCC partner websites as appropriate;
- Provide information on public benefits to AJCC Partners as requested.

Referral Process:

- AJCC partners interested in referring customers to this program will follow the referral process developed by this partner, which will be provided to all AJCC partners.
- Refer customers who are seeking employment services to AJCC Partners as appropriate.

Attachment B AJCC SYSTEM SERVICES REFERRAL AGREEMENT

The parties and required partners encompassed in the NWB AJCC service system acknowledge the requirement for referrals and possible co-enrollment of customers between partnering agencies. They recognize referrals may be indicated at any point or stage of service during a customer's use of the system and have therefore agreed to the following processes to ensure referrals are made promptly and clearly between agencies. The Partners agree to maintain and modify these processes and any related forms as necessary.

Agency and Program Informational Reference

Each party to this agreement will provide a summary of one-stop services provided by their agency as it pertains to the workforce system. This will be provided in a summary outline, in a format to be agreed to by partners, that will include a brief description of the service followed by bullets for each service provided and any required application form and process that may be unique to that partner. Any eligibility requirements to a specific program or service are also to be provided as reference to assist partner staff in making correct referrals based on need and an understanding of basic eligibility. These program descriptions and applications for service will be compiled into a desk reference for the staff of each agency. Through the initial orientation, customers will also be informed about the partner agencies and services that are available.

Staff Cross-Training between Partner Agencies

Staff involved in direct customer services from each agency will be provided the above desk reference and cross-trained in the programs and services as outlined therein. They will further be trained on when and how to make a referral to the indicated agency or service.

Notice of New Program Opportunities, Services or Events

The partners of the AJCC service system agree to share information about new services, workshops, activities or events between one another in a timely manner as they may relate to the system mission and/or benefit system customers. Such announcements can be forwarded to NOVA Job Center staff as a single point of contact. Flyers and handouts will be posted as appropriate, forwarded via mass email to appropriate partner staff, and/or placed on the NWB website as requested.

Service Request Referral Process

Because the different partners of this agreement use unique databases or other systems for customer tracking, no common database platform is currently available in which partner agencies can interact. For this reason, partners have agreed to develop several vehicles for directly assisting customers being referred for services using a "warm handoff" to promote greater access to services. Approaches may include assisting the customer complete the application for services and offering to make the call on behalf of the customer to the partner agency to schedule an appointment. The use of shared technology to facilitate the referral process will also be explored.

Attachment C AJCC AUTHORIZATION FOR RELEASE OF INFORMATION/RECORDS FORM

Date:		
То:		
I,	, am hereby	authorizing the release of informatio
and/or records, pertaining to my	yself/contacts, which may r	elate to my eligibility and/or
participation in a specific gover	nment funded program or a	ctivity. Please forward the requeste
information to the agency and i	ndividual listed below:	
Name of Individual		
Agency Name		
Agency Mailing Address, City, Sta	te, Zip	
Agency Phone Number	Agency Fax Number	
A copy or facsimi	le of this Authorization shal	l be valid as the original.
My printed, full name		My loot four numbers of
wy printed, full hame		My last four numbers of Social Security Number
My Signature		Todav's Date

Please note that the disclosure of your social security number is voluntary. However, since most official records are maintained according to your social security number, your information may not be accessible without its disclosure.





Request for Approval to be America's Job Center of CaliforniaSM Adult and Dislocated Worker Career Services Provider

Local Workforce Development Board

NOVA Workforce Board

Local Workforce Development Area

NOVA Workforce Development Area

The Workforce Innovation and Opportunity Act (WIOA) allows Local Workforce Development Boards (Local Boards) to be an Adult and Dislocated Worker Career Services Provider with the agreement of the Chief Elected Official (CEO) and the Governor.

This application will serve as the Local Board's or administrative entity's request for Governor Approval to be an Adult and Dislocated Worker Career Services Provider within a Local Workforce Development Area (Local Area) under WIOA. The application must be submitted to the California Workforce Development Board (State Board) by March 1, 2017, through one of the following methods:

Mail California Workforce Development Board

P.O. Box 826880

Sacramento, CA 94280-0001

Overnight Mail/ California Workforce Development Board

Hand Deliver 800 Capitol Mall, Suite 1022

Sacramento, CA 95814

If the State Board determines the request is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your <u>Regional Advisor</u> for technical assistance or questions related to completing and submitting this request.

NOVA Workforce Board			
Name of Local Board			
505 West Olive Avenue, Suite 550			
Mailing Address			
Sunnyvale, CA	94086		
City, State	Zip		
Kris Stadelman			
Contact Person			
(408) 730-7233			
Contact Person's Phone Number			
March 1, 2017			
Date of Submission			

Request for Approval to be Adult and Dislocated Worker Career Services Provider

Local Chief Elected Official Statement

A Local Board or administrative entity that seeks approval to be an Adult and Dislocated Worker Career Services Provider within an America's Job Center of CaliforniaSM must provide a statement from the local CEO indicating his/her request as well as responses to the following questions.

1. What factors guided the Local Board's or administrative entity's decision to submit this application to be an Adult and Dislocated Worker Career Services Provider within the Local Area?

NOVA, an administrative entity, is seeking approval to directly provide adult and dislocated worker career services at the NOVA Job Center in Sunnyvale. (WIOA-funded services in San Mateo County, part of the NOVA workforce development area, will be contracted out through a competitive procurement process.) There are several factors that guided NOVA's decision to apply to be an Adult and Dislocated Worker Career Services Provider within the NOVA workforce development area:

- 1) Demonstrated Experience: NOVA has over thirty years of demonstrated experience and expertise directly providing award-winning adult and dislocated worker career services at the NOVA Job Center in Sunnyvale to Silicon Valley's residents and employers. NOVA offers effective workforce development services that provide the most beneficial mix to all eligible residents and employers of the local workforce area and serves as a catalyst for active participation of all sectors in the community in the provision of such services. In 2015, NOVA's long-standing reputation for excellence resulted in San Mateo County asking to join the NOVA consortium.
- 2) Effectiveness and Accountability: NOVA has consistently met and exceeded its performance measures in delivering quality career services to adults and dislocated workers in the NOVA workforce development area. It has routinely received high scores in all of its customer satisfaction surveys in the services it provides to customers and in its approach and customer service it employs to deliver these services. NOVA complies with all local, state and federal policies and regulations and is accountable to its customers, partners, NOVA Workforce Board, City of Sunnyvale, and its funders.
- 3) Efficiencies: NOVA utilizes the integrated service delivery model that enables NOVA to serve more customers. This differs from other workforce areas and providers that apply

the case management model and serve fewer customers. The result is NOVA's cost per customer is significantly lower than other workforce areas. For example, based on the number of customers served and WIOA formula funding allocations last year, NOVA's cost per enrolled adult and dislocated worker was \$1,065, compared to three neighboring workforce areas that are 54% higher, 135% higher and 166% higher, respectively. The average cost per enrolled adult and dislocated worker for the State of California was \$2,140. Funding is also prudently expended according to regulatory requirements; NOVA has never had any disallowed costs in its thirty-year history. It is doubtful that any organization could come close to providing this level of quality services and achieve the same efficiencies that NOVA has achieved.

- 4) Administrative and Fiscal Oversight: The City of Sunnyvale serves at the Chief Elected Official for the NOVA consortium and the administrative and fiscal agent for NOVA. The City's fiscal structure is highly regarded throughout the state and nation and has won awards for its innovative and forward-looking approach to municipal finances. The Government Finance Officers Association administers the Certificate of Achievement of Excellence in Financial Reporting, which awards local governments who go beyond the minimum requirements of generally accepted accounting principles. The City of Sunnyvale has been a long time participant in the certificate program and has received the award for nearly thirty years. The NOVA Workforce Board, designated by the California Workforce Development Board as a high performing board, serves as the governing board for NOVA. In partnership with the City of Sunnyvale, the Board performs effective monitoring and evaluation of NOVA's services as defined under WIOA and through a written agreement between the City of Sunnyvale and NOVA Workforce Board. This administrative structure ensures internal controls and standards, enforcement of conflict of interest codes and policies, and necessary firewalls to uphold the highest integrity in the administration of NOVA's services. NOVA is one of very few organizations that have in place this high degree of exemplary oversight, with extensive internal checks and balances.
- 5) City of Sunnyvale (Chief Elected Official) Policy: The NOVA Job Center is staffed by City of Sunnyvale employees. The Sunnyvale City Council Policy Manual 7.3.6 establishes guidelines for considering alternative methods of service delivery according to superior service value and defines superior service value as better service at lower cost; better service at equal cost; or equal service at lower cost. In order to factor in the intangible benefit of providing services by City staff (the vested interest of employees working directly for the City, the speedier response to City concerns, direct control of employees, etc.), as well as an added cost of delivering services by contract (contract administration), the cost or service differential for an outsider bidder should exceed 10% in order to meet the test of superior value. Given NOVA's superior services provided at a significantly lower cost than comparable entities, the prudent decision is for NOVA to continue to directly provide adult and dislocated worker career services at the NOVA Job Center in Sunnyvale.

2. How would participants be better served by the Local Board or administrative entity acting in this role rather than through the awarding of contracts?

In this region, it would be difficult to find another administrative entity like NOVA with the track record of delivering quality services, achieving performance measures, winning competitive funding, deep knowledge of the local labor market, history of extensive collaboration with local partners and stakeholders, and prudent efficiencies that NOVA has demonstrated over many years. In addition, in the high cost environment of Silicon Valley, with low unemployment and poverty resulting in low WIOA formula funding allocations, the pool of potential contract providers interested in bidding would be relatively small. During the last round of procurement in San Mateo County there were only three bids, two from out of the area. In addition, multipurpose community-based organizations often have difficulty meeting the complex requirements for documenting eligibility, services and spending, stipulated under WIOA. Finally out-of-area organizations have a steep learning curve when it comes to the local economy, local need and the high cost of space and staff. The lack of familiarity with the unique Silicon Valley economy, which requires adapting to rapid and continuous churn, would constitute a high barrier to performance and require a minimum of two years to ramp up to full operational capacity. Given the upheaval and devastation that unemployment can bring, customers don't have time to wait two years to get the help that they need to reenter the job market.

3. Describe the Basic and Individualized Career Services the Local Board or administrative entity will provide as well as their past experience providing these services.

NOVA has provided adult and dislocated worker career services for over three decades. This past year, the NOVA Job Center in Sunnyvale received 41,707 visits and provided a total of 54,984 career services. NOVA offers the full portfolio of career services required under the federal Workforce Innovation and Opportunity Act that includes, but is not limited to: eligibility determination; outreach, intake and orientation to the services available; comprehensive and specialized assessment of skill levels including literacy, numeracy, English language proficiency, aptitudes, abilities and support service needs; job search and placement assistance; individual and group career advising and planning; individual employment plan development; labor market intelligence about in-demand occupations and industries, as well as non-traditional employment; short-term prevocational services; internships and work experiences linked to careers; performance and program cost information for eligible providers of training services; financial aid information; follow-up services; information about, warm handoff to and coordination with other programs and services including Unemployment Insurance claims; and business services for employers targeting recruitment, layoff assistance and aversion, labor market trends, resources about employee management and regulations, job fairs and sector partnerships.

In addition, NOVA offers innovative approaches to career services that aligns with the technology-driven economy and community that NOVA serves, including online career navigational tools, online job board for employers to post employment opportunities in real-time and for job seekers to match their skills with available job requirements, training in profile

development on LinkedIn, computer training classes on the latest technology, adaptive computer equipment for persons with disabilities, and career networking through its nationally recognized ProMatch program for job seekers from the professional fields. NOVA has also spearheaded sector-driven training initiatives in collaboration with business, education, and organized labor to target emerging demand-driven opportunities for job seekers in technology, advanced transportation, construction, digital advertising and green careers, and launched special projects assisting persons with disabilities, the long-term unemployed and disadvantaged workers.

4. Provide the Local Area's performance outcomes for each of the last three Program Years (PY 2013-14, 2014-15, 2015-16). Describe how these outcomes compare to other Local Areas in the Regional Planning Unit (RPU). For single Local Area RPUs, compare performance outcomes to other comparable Local Areas in the surrounding area.

Common Measure	Negotiated PY 2013-2014	Actual PY 2013-2014	Negotiated PY 2014-2015	Actual PY 2014-2015	*Negotiated PY 2015-2016	*Actual PY 2015-2016
Adult						
Entered Employment Rate	51.0%	54.8%	51.5%	48.3%	51.5%	51.0%
Employment Retention Rate	78.5%	83.7%	82.5%	85.7%	82.5%	86.0%
Average Earnings	\$18,000	\$23,180	\$20,650	\$22,340.46	\$20,650	\$22,385
Dislocated Worker						
Entered Employment Rate	58.0%	63.4%	57.5%	58.9%	57.5%	64.0%
Employment Retention Rate	80.0%	85.4%	83.0%	86.3%	83.0%	86.0%
Average Earnings	\$24,500	\$31,655	\$26,500	\$34,923.95	\$26,500	\$35,902

^{*}San Mateo County joined the NOVA consortium effective July 1, 2015. The WIOA performance outcomes for PY 2015-2016 represent the combined performance for the NOVA Job Center in Sunnyvale and contracted WIOA service providers in San Mateo County.

It is difficult to compare NOVA's performance outcomes to other local workforce development areas in the Bay Peninsula Region as NOVA utilizes the integrated service delivery model that serves more customers, while the three other workforce development areas in the region use the case management model or hybrid model that serves fewer customers (even though their WIOA formula funding allocations may be more than NOVA's allocations.) This impacts the

performance outcomes. A better indicator for comparison is the number of customers served. For example, in PY 2015-2016, the number of customers served by workforce development area within the region was as follows:

Number of Customers	NOVA	Work2future	San Francisco	San Benito County
Served				
Adults	16,580	18,590	12,036	1,332
Dislocated Workers	1,993	1,144	398	24

5. Provide evidence that the Local Board or administrative entity is qualified to provide Adult and Dislocated Worker Career Services, including testimonials that speak to the effectiveness and efficiency with which the Local Board or administrative entity has provided or can provide those services. Attach supporting documentation.

NOVA is qualified to provide innovative, effective and efficient career services to adults and dislocated workers in this community as evidenced by its exceptional track record in providing these services for over thirty years. Customers have consistently rated NOVA as an exemplary program. This past year, through the NOVA Job Center customer satisfaction survey that is distributed twice a year to all customers: 95% of respondents were satisfied with the level of customer service; 90% were satisfied with the availability/accessibility of career advisors; 93% were satisfied with the quality/helpfulness of the career advising; and 96% were satisfied with the overall quality of offerings at the Job Center. Attachment A provides customer testimonials and further evidence of NOVA effectiveness and efficiency in providing career services, assisting job seekers find employment and employers obtain the right talent to succeed.

6. Attach documentation (signed and dated letter) that the members of the Local Board and other relevant parties (e.g., Board of Supervisors) reviewed the information provided in the application and approved the request in a public meeting.

Please refer to Attachment B.

Signature Page

By signing below, the local CEO and Local Board chair request approval from the Governor to be an Adult and Dislocated Worker Career Services Provider. Each party certifies that this application submission was reviewed and demonstrates that the Local Board or administrative entity will meet all the requirements as an Adult and Dislocated Worker Career Services Provider under WIOA law and regulations.

Local Workforce Development Board Chair	Local Workforce Development Board Chair
Signature	Signature
Christopher Galy	Jennifer Morrill
Name	Name
NOVA Workforce Board Co-Chairperson	NOVA Workforce Board Co-Chairperson
Title	Title
Date	Date
Local Chief Elected Official	
Signature	
Glenn Hendricks	
Name	
Mayor	
Title	
 Date	

Attachment A Customer Testimonials

Job Seekers:

- "I am grateful to the staff at NOVA who work so hard for so many people bringing the best out of those in stressful circumstances."
- "The ProMatch Program was professionally managed and it is very effective."
- "The quality of this program is astounding. Best use of tax dollars I have ever seen!"
- "Great customer Service at NOVA it is a stellar operation and exemplary resource niche for Job Seekers and those in Career Transition!"
- "Customer Service is ABSOLUTELY THE VERY BEST you can get ANYWHERE."
- "Consistent professionalism found in the workshops, and staff, e.g. front desk, computer use, and classroom."
- "Really great advice in a quick way."
- "There was always someone available when I ask for assistance."
- "They do everything they can to work with you and your schedule."
- "I have never had a problem in getting an appointment. The process has been smooth and easy."
- "Advisors are very helpful, very knowledgeable and keeping abreast with the trend on careers."
- "Coaching is important for individuals with special needs and disabilities like me. 1-1 coaching is the only way to truly address these custom needs."
- "Always walked away with at least one take away. And always more energized in the job search."
- "While I was still working a job, I really valued the ability to receive support from a Nova advisor. Their suggestions really useful and helpful."
- "Because of the career advising, it helped me get my job."
- "The career adviser really helped me clarify my direction going forward. I had been considering switching careers but that changed (for the better) after the session."

- "Promatch was absolutely terrific. I took all the NOVA classes, then transitioned to Promatch where I got to practice what I've learned. The camaraderie at Promatch propelled me to be optimistic about my job future."
- "I could use PC daily at NOVA for job seeking which I could totally focus on job seeking. I also used fax machine or scanning machine for job applications which were very important."
- "Breadth of classes. Totally practical advice. Kind knowledgeable teachers."
- "The services I received are better or equal to the services I received from career advisers provided by my former employer."
- "The workshop instructors were outstanding!"
- "It is a great help in finding ways to connect with other people and understanding the current job search market."
- "I love NOVA and am so grateful they were there for me! Even though I found a job, (temp to perm), or so they say, I may be back, you never know in this valley!!"

Employers:

- "We are very happy with the programs NOVA offers to assist small businesses like ours. NOVA will be an important part of any recruiting we do going forward."
- "NOVA's ability to provide our company with qualified candidates for our most critical openings has been unbelievably beneficial...NOVA is our first, and often only, resource for recruitment due to their high quality service and candidates."
- "NOVA has been an excellent partner in helping to meet our workforce needs...The NOVA staff has been very responsive and has quickly and effectively communicated our opportunities to their customers, worked with us to understand our business needs, and has consistently delivered qualified candidates for our review...We look forward to working with NOVA in the future and would recommend their services to other organizations looking for talented staff."
- "I've been to many job fairs and this was the best by far."
- "NOVA provides us with the opportunity to connect with intelligent, qualified, and diverse candidates in the Silicon Valley who have the potential to excel and contribute significantly to the success of our organization."
- "I really cannot thank you enough for your work in getting the word out about [the Cisco SkillZone] program. We had quite a few students express interest in the program from NOVA. NOVA was a find! Again, thank you!"

- "I highly recommend NOVA to any business, especially if they'd like to help someone see what it's like to work in an office. NOVA's interns are always great and I'm always glad to have them!"
- "NOVA and EDD reps are trained to be knowledgeable with this information, but what set them apart is the way in which the info was presented. It was done with care, understanding, thoroughness, and they even took time to address those concerns from employees that have special circumstances. I would hands down recommend this team." (re: Rapid Response presentation)
- "The information provided about job search assistance and skills development has helped reduce the stress to our employees. NOVA's career advising, ProMatch, social networking, training and job search workshops are great services. Thank you for all your support!" (re: Rapid Response presentation)
- "Great organization/layout. Excellent opportunity for local candidates to interact with employers." [re: job fair]

Attachment B

Dear California Workforce Development Board:

NOVA has been approved to submit the enclosed application to be America's Job Center of California Adult and Dislocated Worker Career Services Provider, as described in the attached application, by the NOVA Workforce Board at its September 28, 2016 Board meeting and by the Sunnyvale City Council, as the Local Chief Elected Official for the NOVA consortium, at its February 28, 2017 City Council meeting.

Local Workforce Development Board Chair	Local Workforce Development Board Chair
Signature	Signature
Christopher Galy	Jennifer Morrill
Name	Name
NOVA Workforce Board Co-Chairperson	NOVA Workforce Board Co-Chairperson
Title	Title
Date	Date
Local Chief Elected Official	
Signature	
Glenn Hendricks	
Name	
Mayor	
Title	
Date	



City of Sunnyvale

Agenda Item

17-0052 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Award a Contract for the Installation of an Emergency Vehicle Traffic Signal Preemption System (F17 -073) and Approve Budget Modification No. 33

REPORT IN BRIEF

Approval is requested to award a contract in the amount of \$535,488 to Emtrac Systems of Mt. Vernon, Illinois to install an emergency vehicle traffic signal preemption system. Approval is also requested for a 10% project contingency in the amount of \$53,549 as well as a Budget Modification in the amount of \$262,963.

EXISTING POLICY

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, transactions greater than \$100,000 require Council approval. Consistent with the provision of Sunnyvale Municipal Code Section 2.08.070(b)(4), contracts for the procurement of sole source goods or services may be exempted from the competitive proposal process.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to CEQA Guidelines Section 15302 as the project involves the replacement of existing emergency vehicle traffic signal preemption equipment.

BACKGROUND AND DISCUSSION

Capital Project 831900 (Emergency Vehicle Traffic Signal Preemption) is for the purchase and installation of new Emtrac Systems Emergency Vehicle traffic signal preemption equipment to upgrade and replace the existing Emtrac system currently in place at all signalized City intersections and in emergency vehicles.

The new equipment will use spread spectrum radio communications to link emergency vehicles (EV) and traffic signals upgrading and expanding the existing, outdated preemption equipment. Preemption systems enable an EV to request priority through signalized intersections, allowing it to proceed through safely and with minimal delay. The equipment gives an EV a green signal when responding to an emergency and shows red signals to vehicles approaching from other directions, bringing them to an orderly stop. This reduces response times to emergencies and increases safety for pedestrians, EV operators, and other vehicles using the signalized intersections. The project will provide new emergency preemption transmitters in all City fire trucks, patrol cars and motorcycles and new radio receivers at all signalized intersections.

Replacement of the Emtrac System supports the City's operational goals to reduce emergency vehicle response times, reduce maintenance of outdated equipment, and support mutual aid with

17-0052 Agenda Date: 2/28/2017

neighboring jurisdictions. Santa Clara County Central Fire Protection District (County Fire) has chosen Emtrac Systems as their preemption equipment specification. Each of the municipalities in Santa Clara County whom County Fire supports have been informed of this choice and have been asked to upgrade old equipment to this new system. Once upgrades have been made, EVs in the Cities of Santa Clara, Sunnyvale, Cupertino and Los Gatos will be able to smoothly transition between these cities when responding to emergencies. In addition, 17 Sunnyvale intersections have been upgraded to the new equipment by Apple Computer to improve EV response times to their new Cupertino facility.

FISCAL IMPACT

Budgeted funding in the amount of \$867,000 is available in Capital Project 831900, Emergency Vehicle Traffic Signal Preemption. This contract will pay for the equipment and installation on the traffic signals. The installation of equipment on vehicles will be completed on overtime by City staff. Staff anticipates 112 hours of overtime will be needed for a total cost of \$15,000. Budget Modification No. 33 has been prepared to return the remaining un-needed funds in the amount of \$262,963 to the General Fund Budget Stabilization Fund.

Budget Modification No. 33 FY 2016/17

	Current	Increase/ (Decrease) Revised
General Fund Expenditures 831900 Emergency Vehicle Traffic Signals Preemption	\$867,000	(\$262,963)	\$604,037
Reserves Budget Stabilization Fund Funding Source This project is funded by t		\$262,963	\$50,258,300

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 substantially the same form as Attachment 1 to the report and in an amount of \$535,488 to Emtrac Systems and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) approve a 10% project contingency in the amount of \$53,549; 3) approve a budget modification in the amount of \$262,963.

Prepared by: Pete Gonda, Purchasing Officer Reviewed by: Timothy J. Kirby, Director of Finance Reviewed by: Manuel Pineda, Director of Public Works Reviewed by: Walter C. Rossmann, Assistant City Manager

Agenda Date: 2/28/2017 17-0052

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Installation Contract

ATTACHMENT 1

DRAFT INSTALLATION CONTRACT FOR AN EMERGENCY VEHICLE TRAFFIC SIGNAL PREEMPTION SYSTEM

THIS CONTRACT dated	is	s by a	and between	the CITY	OF
SUNNYVALE, a municipal corpora	ation of the S	State	of California	("Owner")	and
EMTRAC SYSTEMS, an Illinois Corp	oration ("Contra	actor")			

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. **The Contract Documents.** The complete Contract consists of the following documents: City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications for the Emergency Vehicle Traffic Signal Preemption, Project No. PR-17-09, OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of installation of new Emtrac System Emergency Vehicle (EV) traffic signal preemption equipment as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications.

It is understood and agreed that the work will be performed and completed as required under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Five Hundred Twenty Two Thousand Six Hundred Twelve and 36/100 Dollars (\$522,612.36) subject to final determination of the work performed, labor and materials furnished at the pricing provided in "Exhibit A" attached hereto and incorporated by this reference, and Section 14 of this Contract.

- **4. Permits; Compliance with Law.** Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.
- **5. Inspection by Owner.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.
- 6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.
- **7. Time for Completion.** All work under this contract shall be completed before the expiration of One Hundred (100) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

- **9. Termination for Breach, etc.** If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract. Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.
- 10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.
- 11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be

on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale

Department of Public Works

Construction Contract Administrator

P. O. Box 3707

Sunnyvale, CA 94088-3707

Contractor: EMTRAC SYSTEMS

3418 Westmont Dr. #4 Mt. Vernon, IL 62864

- **12. Assignment of Contract.** Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.
- 13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.
- **14. Subcontractor Payment Confirmation.** Prior to the Owner's release of any progress payments made pursuant to this Contract, Contractor shall furnish a letter to Owner which demonstrates to Owner's satisfaction that subcontractors have been compensated for work required for this Project.
- 15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.
- (a) Worker's Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and

Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees,

Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type

of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less then the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

- 19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.
- **20.** Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the

project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of Two Hundred Fifty and No/100 (\$250.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE a Municipal Corporation, Owner	er	EMTRAC SYSTEMS Contractor	
		License No.	_
ByCity Manager	/ /	Ву	
eny manage.			/ /
		Title	Date
Attest:			
City Clerk		Ву	
			1 1
		Title	Date
Ву	/ /		
By City Clerk	Date		
(SEAL)			
(SEAL)			
APPROVED AS TO FORM:			
	/ /		
City Attorney	Date		

Exhibit "A"

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Luke		UPS Ground	Shipping Applies	60 Days ARO	Net 30 days	
Qty	Item #	Description		Unit Price	Your Price	Line Total
		GPS/Radio				
115	ST-9281 INTKIT	Intersection Kit (inc	·ludes)	\$ 3,939.00	\$ 2,750.92	\$ 316,355.80
		ST-9283 Priority De	tector-Priority Detector(Multi-Mode)			
		ST-9263 18 antenna	(Height 21 inches)			
		ST-9128 Mounting l	oracket for omni-diredtional antenna			
		ST-9267 Hex/Knurl	Combo N male for RG-8 cable			
		ST-9187 BNC male	crimp connector fits EMTRAC RG-8 coax			
		ST-9186 RG8- 50-Ol	nm Cable Loss 10.3 dB/900 MHz 100 FT			
		ST-CATS CAT netv	vork cable 5ft			
35	ST-9282 VEHKIT	Vehicle Kit (VCU P	olice Cars) includes	\$ 3,400.00	\$ 2,374.56	\$ 83,109.60
		ST-9284-EJ VCU (4F	(w/Ethernet)			
		ST-9019-L10 Power	Cable 10 ft			
		ST-9065-L15 GPS/U	HF Antenna			
		ST-9280 VCU Instal	lation Kit			
4	ST-9282 VEHKIT	Vehicle Kit (VCU M	Iotorcycles) includes	\$ 3,600.00	\$ 2,514.24	10,056.96
		ST-9284-EJ VCU (4F		7 2,00000	7 2,011.11	
		ST-9019-L10 Power				
		ST-9065-L15 GPS/U	HF Antenna			
		ST-9280 VCU Instal	lation Kit			
7	Interrogator Kit	Shelf Kit Interrogat	or, Power Cable, Antenna, Coax, Connect	\$ 3,750.00	970.00	6,790.00
115	Labor	City Approved Inst	allation Contractor		900.00	103,500.00
				·	Subtotal	\$ 519,812.36
					Sales Tax	-
					Freight	2,800.00

Total \$ 522,612.36

Notes:

- 1. There are no taxes included in this quote
- 2. Quote valid for 60 days
- 3. Payment terms Net 30 unless other terms agreed to
- 4. These Prices are confidential and should be treated as such
- 5. Only items listed are being bid, additional items will be bid separately
- 6. Central Monitor & System Manager Software included at no cost, Emtrac to assist in setup
- 7. Mapping and Custom Database Included at not cost
- 8. Assist with Turn on Support as needed (must have 3 weeks advanced notice)



City of Sunnyvale

Agenda Item

17-0088 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Award of Contract for Design and Construction Support Services for Traffic Signal Reconstruction at Mathilda Avenue and Indio Way (F17-009)

REPORT IN BRIEF

Approval is requested to award a contract to TJKM, Inc. of Pleasanton in an amount not-to-exceed \$137,916 for design and construction support services for the Traffic Signal Reconstruction at Mathilda Avenue and Indio Way Project (Public Works Project TR-16-01), and for a 10% design contingency in the amount of \$13,792. The contract consists of \$123,986 in base services and \$13,930 in optional services.

EXISTING POLICY

Consistent with the provisions of Chapter 2.08 of the Sunnyvale Municipal Code, civil engineering work is solicited through a Request for Proposals (RFP) process, unless otherwise exempt from the competitive bidding process. Contracts resulting from RFPs are awarded based on best value to the City, rather than the lowest bid price as in the case of an Invitation for Bids (IFB).

ENVIRONMENTAL REVIEW

This award is for the design phase and construction support services and is not a project which has the potential for causing a significant effect on the environment under the California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3), however it is expected that the CEQA determination for this project will be a categorical exemption pursuant to CEQA Guidelines section 15301(c) and (d) for existing streets involving no expansion. The consultant will review all CEQA documentation as part of their design review.

BACKGROUND AND DISCUSSION

The project will reconstruct and upgrade the traffic signal at the intersection of Mathilda Avenue and Indio Way and provide improvements for pedestrian and bike safety.

City staff performed a physical evaluation at this intersection, and identified the need for major renovations. Renovations are needed due to age and other criteria such as new design standards and current traffic collision data. Geometries will be evaluated for reconfiguration for pedestrian/bicycle/vehicular movements, and brought into compliance with ADA requirements and latest Caltrans Standards. Improvements could include new signal poles, new controllers and cabinets, new detection systems, new lighting, new signage, and new curb ramps. The project is partially funded through federal grant funds.

RFP No. F17-009 was posted on the DemandStar public procurement network in October 2016. Four responsive proposals were received on November 4, 2016 from Kimley-Horn & Associates, Inc., BKF

17-0088 Agenda Date: 2/28/2017

Engineers, TY-LIN International and TJKM. Proposals were reviewed and ranked by an evaluation team consisting of Engineering staff. TJKM was selected as the most highly-ranked proposer based on their experience with similar projects and detailed project approach. TJKM submitted an initial proposal in the amount of \$138,397. Subsequent scope and fee discussions resulted in decreasing the base proposal to \$123,986 and adding optional services in the amount of \$13,930 for traffic analysis and additional pot hole repairs, if needed. The total contract cost is \$137,916.

Consistent with the federal funding guidelines for grants administered by Caltrans, the City was required to follow the provisions of the Caltrans Local Assistance Procedures Manual (LAPM). These provisions require the City to establish a rank order (with notification to the proposing firms) and a negotiation with the top-rated proposer. The LAPM guidelines also mandate that the City only evaluate the cost proposal of the top-rated proposer (or the next highest-ranked proposer(s) if negotiations are not successful with the top-rated firm). Additionally, the proposers must certify the adequacy of their financial management and accounting systems and contract costs, subject to Caltrans audit.

FISCAL IMPACT

Budget project funding is available in Capital Project 832100, Intersection of Mathilda and Indio Way.

Funding Source

This project is funded in the Capital Projects Fund by the combination of \$450,000 from the Highway Safety Improvement Program (HSIP) and \$370,000 from the Transportation Fund for Clean Air (TFCA) grant funding, and a local match \$50,000 from traffic mitigation fees.

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 design contract, in substantially the same format as Attachment 1 to the report in an amount not-to-exceed \$137,916 to TJKM for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and approve a 10% design contingency in the amount of \$13,791.

Prepared by: Pete Gonda, Purchasing Officer Reviewed by: Timothy J. Kirby, Director of Finance Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Consultant Services Agreement

ATTACHMENT 1

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND TJKM FOR TRAFFIC SIGNAL RECONSTRUCTION AT MATHILDA AVENUE AND INDIO WAY

THIS AGREEMENT dated	is by and between the
CITY OF SUNNYVALE, a municipal corporat	ion ("CITY"), and TJKM ("CONSULTANT"), a
California corporation.	

WHEREAS, CITY desires to secure professional services necessary for design and preparation of construction documents for the Traffic Signal Reconstruction at Mathilda Avenue and Indio Way and;

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and in accordance and compliance with the federal funding requirements established in Chapter 10 of the CALTRANS Local Assistance Procedures Manual and associated forms attached hereto in Exhibit "D". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Atul Patel to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. <u>Notice to Proceed/Completion of Services</u>

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

The term of this Agreement shall be from the date of execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Allowable Costs and Payments

The method of payment for this Agreement will be based on the actual cost plus fixed fee contract type as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the attached CONSULTANT's Compensation Schedule (Exhibit "B"), unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead set forth in the Compensation Schedule. In the event that CITY determines that a change to the work from that specified in the Scope of Work (Exhibit "A") and Agreement is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in this section shall not be exceeded, unless authorized by contract amendment.

In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee (profit) of 10% as set forth in Exhibit "B-1" (Cost Proposal). The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thirty Seven Thousand Nine Hundred Sixteen and No/100 Dollars (base amount of \$123,986 and optional amount of \$13,931 for a total of \$137,916), inclusive of the fixed fee (profit) enumerated in Exhibit "B-1", unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

Reimbursement for transportation and subsistence costs shall not exceed the costs in the attached Compensation Schedule. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

If milestone cost estimates are included in the Compensation Schedule, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from CITY before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items as required, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with Section 24.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material

developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

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

To CITY: Manuel Pineda, Director of Public Works

Department of Public Works CITY OF SUNNYVALE

P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONSULTANT: TJKM

Attn: Atul Patel

4305 Hacienda Drive, Suite 550

Pleasanton, CA 94588

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

18. <u>Waiver</u>

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. <u>Integrated Agreement</u>

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. <u>California Agreement</u>

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. <u>Termination of Agreement</u>

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

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. <u>Captions</u>

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:	CITY OF SUNNYVALE ("CITY")
By City Clerk	ByCity Manager
APPROVED AS TO FORM:	TJKM ("CONSULTANT")
City Attorney	By
	Name/Title By
	Name/Title

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK

Task 1 – Project Management

Task 1.1 Project Initiation

Objective: The objective of this task is to meet and discuss the overall objectives of the project, to discuss the extent of existing information for the project, establish lines of communication and to review and finalize the scope in detail.

The TJKM Team will prepare an agenda for a project initiation or kick-off meeting. Our preliminary agenda for the meeting will include, but not limited to:

- Introductions/Goals of the meeting
- Contact information, protocol for communicating project information
- Schedule/Required time for City reviews

The TJKM Team will request the following items prior to the kick-off meeting and identify discussion items for the meeting:

- Aerial photos in digital form, if available (or Google Earth Professional would be used)
- GIS information in AutoCAD format
- Base maps and copies of any previous plans and street improvement plans in the project area and studies
- Sample construction documents from previous projects in electronic format
- Utility contact information
- Traffic signal as-builts for the Mathilda Avenue/Indio Way Intersection
- Traffic signal interconnect as built plans from the intersection of Mathilda Avenue/Indio Way to the City Hall
- Other issues, as appropriate
- Milestones and invoicing information
- Project Schedule

At the conclusion of the kickoff meeting, the TJKM Team will prepare minutes and distribute them to all meeting participants. We will also prepare and e-mail a project contact list based upon the sign in sheet at the meeting, plus business cards collected.

Deliverables

Schedule, meeting minutes

Task 1.2 Project Management

TJKM will manage the schedule and budget throughout the duration of the project. The TJKM Team will take the lead on obtaining NEPA clearance through the Caltrans Local Assistance Program process for receiving federal funds. It is our understanding that the Federal Funds for the construction are programmed in their FY 2017 and the E-76 Authorization to Proceed to construction needs to be submitted by June, 2017 to receive approval from Caltrans Local Assistance Program by August, 2017. The TJKM Team will take the lead in preparing the E-76 forms necessary for obtaining the Request for Authorization for construction approval from Caltrans Local Assistance Program, including the Right-of-Way, and Utility Certification forms.

A biweekly conference call will be scheduled with the City's Project Manager to go over outstanding issues and work completed in the previous two weeks and work to be conducted over the next few weeks.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted meetings at the following stages:

- Kickoff Meeting
- Field Review Meeting with City Project Manager
- Review of 30% Submittal
- Review of 75% Submittal
- Review of 100% Submittal
- Construction Handoff Meeting via conference call
- Preconstruction Meeting
- "Lessons Learned" Meeting

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

The TJKM Team will coordinate with PG&E with any service upgrades or relocations required or disconnection/reconnection of service points and prepare the commercial service application, if required. The City will pay the associated application/service fees for required upgrades.

A project schedule has been prepared using MS Project. The schedule will be updated and provided to the City at each plan submittal round per the RFP.

The TJKM Team will conduct their quality assurance/quality control over the work deliverables prepared for the City. A statement and signature indicating peer review will be added on the cover page of the plan set for overall constructability, coordination, and reasonable reduction in errors and omissions.

Deliverables

Project schedule updates, meeting minutes, E-76 forms, PG&E service forms

Task 2 – Preliminary Design 30% PS&E

Task 2.1 Conduct Field Review with Caltrans Local Assistance Program District 4 Staff

The TJKM Team will complete the Caltrans Local Assistance Program Exhibit 7-B Field Review and Preliminary Environmental Studies (PES) Forms and submit it to District 4 Caltrans Local Assistance Program staff for review.

The TJKM Team will meet with Caltrans Local Assistance Program staff and the City Project Manager and address questions from Caltrans Local Assistance Program staff and if required, provide additional information from their list of attachments required by Caltrans Local Assistance Program staff.

Deliverables

Exhibit 7-B Field Review Form

Task 2.2 Prepare Topographic Survey

The TJKM Team will complete the topographic survey and AutoCAD base for design of the project intersection. The drawings will show the existing street right-of-way and existing utility information. We will research and verify the public records to determine street right-of-ways. The TJKM Team will obtain record copies from utility companies and service districts to locate existing electrical, gas, telephone, fiber optic, and cable television services. Utilities for sanitary and storm sewers, water mains, and fire hydrants will be researched, and "A" letters will be prepared, as necessary. Research will be verified by field investigations. We will coordinate with all utilities to resolve any utility issues and to eliminate conflicts encountered during construction. TJKM will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

Topographic survey data and mapping will include, but is not limited to the following:

- Vertical and horizontal control tied to the City of Sunnyvale Horizontal and Vertical System;
- All existing topography, within the designated intersections, including all existing fences, curb and gutter, sidewalks, driveways, pavement, trees, drainage structures, monuments, signal pull

boxes, poles, and utility facilities that are visible or that are available from utility companies and record drawings;

- Edge of pavement for approximately 200 feet for each approach; and
- Height of overhead utility lines within the intersection.

Deliverables

Site survey and base map in AutoCAD format

Task 2.3 Design Plans and Specifications

We will prepare functional design drawings for the traffic signal design modification. The plans will provide the layout of the existing traffic signal equipment, including, but not limited to, locations of the new traffic signal poles, cabinets, FLIR video detection system, UPS system, internally illuminated LED street name signs, intersection safety lighting, audible pedestrian push buttons, passive pedestrian video detection system, Emtrac emergency vehicle preemption system, and roadside signs. Design will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Sunnyvale's current design standards. Technical specifications will be per Caltrans Standard Specifications format.

We will conduct a conduit assessment of the existing conduits proposed to be used at the intersection, both from a conduit fill and usability standpoint. The condition of the conduit will be checked with a mule tape or air horn.

The preliminary plans will be developed with adequate detail for conveying the design intent, final geometry and key design elements. The major goal of this phase is to fully define the project limits and identify previously unknown constraints or impacts.

The TJKM Team will also prepare utility notification letters to third party utility owners, and place the information into CAD and show them on the plans. The plans will contain sufficient detail for submittal and review by the City to understand the full intent of the project. Throughout the project, plans and specifications will be developed with the Caltrans E-76 process in mind.

The TJKM Team assumes two civil plan sheets will be developed with one sheet dedicated to the intersection layout and the other will have typical sections. Deliverables also include an engineer's estimate of probable construction costs for the improvements.

The TJKM Team will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

The TJKM Team will also provide an updated project schedule, prepare a preliminary construction schedule, and 30% Engineer's probable construction cost estimate, and provide cut sheets of equipment/appurtenances that are planned for the project.

Deliverables

- Eight full size sets of the 30% plans
- Preliminary details, topographic survey in AutoCAD format
- Project schedule, preliminary construction schedule, 30% cost estimate, equipment cut sheets, list of utility facilities requiring adjustment

Task 2.4 Environmental

The TJKM Team will prepare a preliminary NEPA analysis. TJKM has teamed with Ground Zone to prepare the necessary NEPA technical memorandums and WSA to prepare the Cultural Resources Section 106 Reports, if required by Caltrans Local Assistance Program after their review of the PES document. Because the project is funded through Federal Highway Safety Improvement Program Funds (HSIP), it would be subject to the NEPA as well as CEQA.

The scope of NEPA documentation that would be necessary has not been determined by Caltrans Local Assistance Program. Our understanding is that the project will likely qualify for a Categorical Exemption under CEQA (which the City is taking the lead on) and a Categorical Exclusion under NEPA.

Ground Zone will prepare the Field Review Forms, PES document, conduct a field review with Caltrans, City of Sunnyvale, and TJKM and prepare technical memoranda to address construction staging, noise, hydrology, stormwater pollution prevention, and traffic control in support of a NEPA exemption from Caltrans. WSA will prepare the Section 106 Cultural Resource Reports, if required by Caltrans Local Assistance Program after the field review meeting. This scope also includes participation in a kick off meeting. Our scope of work assumes that no major studies including a biological assessment, hazardous waste, air quality assessment, etc., will be required and the City to complete the PM2.5 air quality assessment database form with MTC.

Deliverables

- Environmental memorandum
- Section 106 Reports, if required

Task 3 – 75% Submittal Plans, Specifications, and Estimate (PS&E)

The TJKM Team will review with the City and receive one set of non-conflicting comments from the City on the conceptual plans (30% PS&E) and incorporate them into the 75% PS&E. In this stage of the design submittal to the bid package, TJKM will prepare the project plans, which will include the following sheets:

- o Cover Sheet
- o General Note Sheet
- o Civil Notes, Details, Typical Sections
- o Demolition Plan Sheet
- o Construction Layout Sheet
- o Grading and Drainage Sheet

- o Traffic Signal Removal Plan
- o Traffic Signal Modification Plan
- o Conductor and Equipment Schedule
- Signing and Striping
- o Electrical Detail Sheets
- o Photometric Layout Exhibit

Our design approach entails the following design tasks:

- The TJKM Team will prepare 75% design plans for intersection improvements in AutoCAD format.
- The TJKM Team will prepare an Engineer's construction cost estimate and technical special provisions describing each item on the bid schedule and their requirements, and verify that construction costs are within the existing City budget. The Engineer's construction cost estimate will be prepared in Excel electronic format. Any revisions to the technical special provisions will be recommended to the City.
- Special provisions with track changes format prepared including bid schedule, and measurement and payment provisions, list of submittals during construction, and list of information available to Bidders, with disclaimer.
- Prepare a preliminary construction schedule.
- Coordinate with PG&E for any service upgrades, disconnect/reconnect service if needed.
- Each PS&E review submittal set will also address any comments or revisions required from the City in the previous plan check submittal. Responses to comments will be documented and included with the submittal.
- The TJKM Team will meet with City staff, as needed, to review comments and recommendations. A comment matrix will be prepared illustrating how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the 75% submittal.
- Potholing the proposed signal pole standard with mast arm locations and 1-b pole locations (eight total). TJKM has Exaro as a utility potholing Contractor on our team and has worked with the potholing company for conducting potholing services for our recent

HSIP signal design projects in Sunnyvale. The typical scope of work for positive location of underground utilities includes:

- i. Obtain encroachment permits and other required permits from Cities Public Works
- ii. Meet the insurance requirements
- iii. Mobilization
- iv. Perform Electronic designation of Underground Utilities: mark with applicable color code
- v. Contact USA if location of potholing is in public right of way
- vi. Provide traffic control as needed
- vii. Pothole based on pre-approved potholing plans provided by customer
- viii. Provide documentation to exact location of underground utilities
- ix. Backfill potholes with extracted material
- x. Surface restoration with cold patch
- xi. Potholes to be 6 feet deep and 1 foot in diameter

At this stage, the Right of Way and Utility Certification forms and the remaining application forms for E-76 Construction will be completed and submitted to Caltrans Local Assistance Program for review.

Deliverables

- Eight sets of the 75% plans (Eight full size 24"x36" hardcopies)
- Technical specifications and cost estimate in form of the bid schedule
- Review comment matrix
- Redline markup from previous round
- Photometric layout exhibit
- Utility conflicts have been resolved or a timeline for resolution of issues has been determined
- Other supporting documentation, as necessary
- Potholing data

Task 4 – 100% Final Check Submittal (PS&E)

At this stage, the plans and special specifications will be ready for bidding for construction. The E-76 for construction will be obtained during this stage of the project. Also, service upgrade contracts from PG&E will be obtained during this stage of the project. TJKM will modify the latest traffic signal timing sheet received from the City based on the proposed improvements and submit back to the City.

The cost estimate will be refined based on any comments received from the City and the front-end boilerplate specifications, such as insurance forms, and supplemental general provisions, from the City will be incorporated into one complete specification package.

In addition, a peer review by another licensed professional at TJKM and Siegfried, other than the designer of record will be conducted to review the overall constructability, coordination, and reasonable reduction in errors and omissions at this stage of the submittal round. The peer review professional will sign and date the Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications.

The TJKM Team will:

- Coordinate and review the approved 75% PS&E with City staff and revise based on comments and discussions.
- Prepare final construction drawings, contract special provisions and technical specifications, and a final construction cost estimate (Excel format). These documents shall be construction ready.
- Prepare bid package, including a revised bid schedule and list of submittals.
- Calculation sheet for Contractor's DBE goal requirements.

Deliverables

• Six sets of 24"x36" hardcopies, signed peer review block and on letterhead, Assistant Director of PW/City Engineer statement on the plans, technical project specifications and special provisions, construction cost estimate, and an electronic version of the PS&E

- Responses to comments on the 75% submittal, along with return of mark-ups
- Calculation sheet for Contractor's DBE requirements
- Other supporting documentation, as necessary

Task 5 - Final Submittal (Bid Package)

At this stage, the contract documents are ready for bidding. The TJKM Team will coordinate the plans and technical specifications with the City's front-end bid instructions, standard provisions, and revised special provisions ready for the City to bid for construction.

The TJKM Team will:

- Coordinate with City staff for review of bid package.
- Revise based on comments and discussions.
- Prepare bid package, including a bid schedule and list of submittals. The bid form shall be separated into two sections (one each for HSIP and TFCA funding applications). HSIP funds will primarily be used to upgrade the traffic signal and TFCA funds will be used for pedestrian and bicycle related improvements.
- Submit final plans and specifications, and disk with the electronic files to City staff. Final plans will be provided in electronic file in AutoCAD format and in PDF format. One hardcopy will be in 24"x36" size. Each plan sheet will be stamped and signed by the Engineer of Record registered civil engineer, in accordance with California State Law.
- Prepare complete special provisions, technical specifications stamped and signed on the table of contents sheet by the Engineer of Record, one hard copy printed single sided only. If there are more than one Engineer of Record, the engineer will stamp and sign the table of contents for only that/those section(s) that applies to each engineering discipline.
- Provide a digital copy of all work products and supporting work.
- Provide a final project schedule update.
- Provide a final construction cost estimate.

Deliverables

Bid Package as required and approved by the City

Task 6 – Bidding Support Phase

During the bid process, the TJKM Team will answer bidder's questions and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs). We will prepare addenda, as necessary. We will prepare conformed documents, as necessary.

Deliverables

Addendum(s), clarifications, conformed documents, as necessary

Task 7 – Construction Support Phase

During construction, the TJKM Team will assist City staff as follows:

- Attend the internal hand-off meeting and pre-construction meeting.
- Prepare responses to contractors' RFIs during the construction phase, as needed.
- Review all contractor submittals and assist the City inspector with specific design issues during construction.
- Attend up to three construction progress meetings or field meetings to answer design questions and clarify design elements when requested by the City staff.
- Assist with the issuance and negotiation of change orders.
- Participate in the final inspection and development of the punch lists.
- Prepare record drawings from Contractor redline as-builts in AutoCAD format and .pdf format.
- Participate in a "Lessons Learned Meeting" with all parties at the end of the project.

Deliverables

Record drawings, clarifications, response to submittals

Exceptions to the Scope of Services

Please note that the following are not included in the Work Plan detailed above:

- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work
- Geotechnical monitoring
- Construction management, inspection, supervision and scheduling
- Record Survey Maps, Tentative Maps, Parcel Maps, Final Maps and legal descriptions and sketches
- Construction staking

OPTIONAL SERVICES

Optional Services

Optional Service#1: Traffic Analysis

As an optional service, TJKM can also collect intersection turning movement counts and conduct a traffic analysis for the intersection to determine the optimal storage pocket lengths with the new lane geometry for each approach.

Optional Service#2: Additional Utility Potholing

TJKM has allocated a budget for conducting up to 6 utility potholes (1'x1'x5' deep) based on a recently received quote from Exaro for conducting utility potholing for a similar project in Redwood City. During the detailed design phase, the TJKM Team will be able to determine whether this optional service is required. The TJKM Team will coordinate with Exaro to conduct the potholing once authorized by the City. Additional potholing effort above the 6 holes budgeted will require an amendment to the contract.

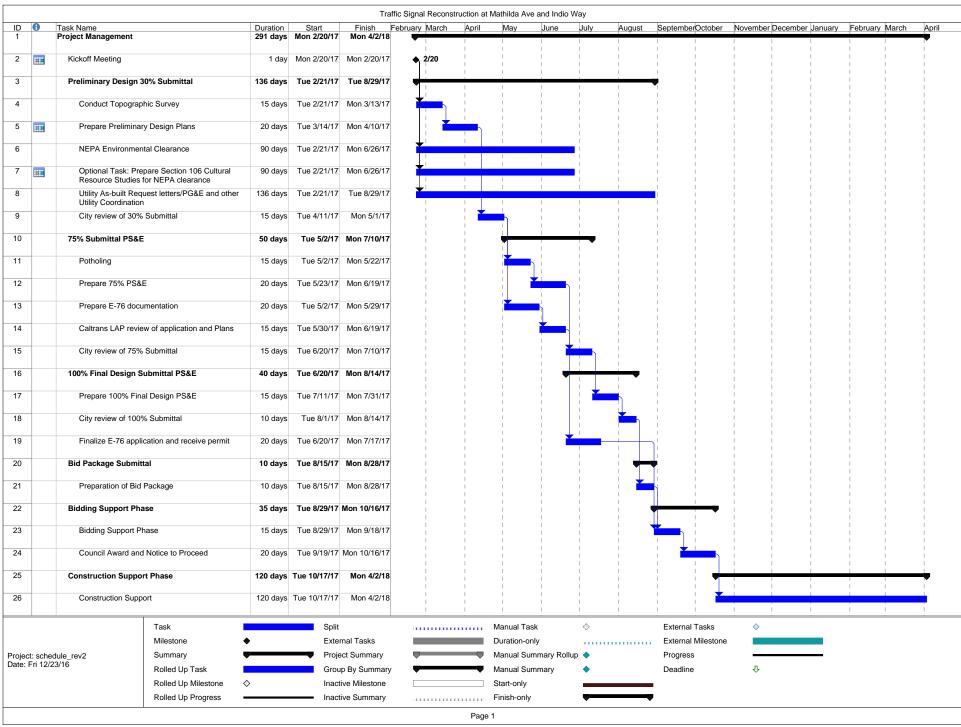


EXHIBIT "B" COMPENSATION SCHEDULE

	Tasks				TJKM 1	Labor				ODC	Sieg	fried	Groundzone	Exaro	WSA	Total
		PIC	QA/QC	PM	Sr. Engr	Assoc. Engr	Admin			TJKM	Survey, Civil PS&E		Environmental	Potholing	Cultural Resources	
Task #	Task Description (Change task titles as detailed in the scope of work)	Nayan Amin	Ruta Jariwala	Atul Patel	Erik Bjorklund	Rudy Patel		Total Hours	Total Labor Costs	ODC	Seigfried	Other Direct Costs (Seigfried)	MKA	Exaro	WSA	Total Fee
		\$176	\$176	\$160	\$113	\$84	\$83				Total Labor Costs	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	
1	Project Management	1		40	-	-	-	41	\$6,573	\$432		\$0	-	-	-	\$7,005
2	30 % Design and Topo Survey		1	12	8	40		61	\$6,340	\$200	\$ 11,324	\$0			-	\$17,864
2.1	Environmental Clearance Documentation			32				32	\$5,117	\$0		\$0	\$7,808		\$15,812	\$28,737
3	75% Design		1	18	36	80	2	137	\$13,961	\$200	\$ 9,000	\$0		\$9,485	-	\$32,646
4	100% Design		1	16	22	60	2	101	\$10,393	\$200	\$ 6,000	\$0			-	\$16,593
5	Final Submittal		1	16	16	40	1	74	\$7,963	\$200	\$ 2,000	\$0			-	\$10,163
6	Bid Support			8		8		16	\$1,948	\$0	\$ 200	\$0			-	\$2,148
7	Construction Support			12	40	16		68	\$7,759	\$200	\$ 870	\$0			-	\$8,829
	Proposal Subtotal	1	4	154	122	244	5	530	\$60,055	\$1,432	\$ 29,394	\$0	\$7,808	\$9,485	\$15,812	\$123,986
	Optional Services															
A	Traffic Analysis	-	16		-	40	-		\$6,158	\$400	-	-		-		\$6,558
В	Potholing (Utilities) (6 holes 1'x1'x5')											\$7,373				\$7,373
	Total Optional Services	0	16	0	0	40	0	56	\$6,158	\$400	\$0	\$7,373	\$0	\$0	\$0	\$13,931
	Total Including Optional Services	1	20	154	122	284	5	586	\$66,213	\$1,832	\$ 29,394	\$7,373	\$7,808	\$9,485	\$15,812	\$137,916
	Notes:															
1																
2																
3																
4																

EXIBIT "B-1" COST PROPOSAL

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant TJKM Transportation Consultants Contract No. TR-16-01 | SCL110139 Date 1/11/2017

DID	17.		T A	D	\mathbf{OD}
DIR	U	U	LA	B	UK

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Atul Patel	154	\$74.34	\$11,448.36
PIC	Nayan Amin	1	\$81.73	\$81.73
QA/QC	Ruta Jariwala	20	\$81.73	\$1,634.60
Design Task Leader	Erik Bjorklund	122	\$52.32	\$6,383.04
Engineer	Rutvij Patel	270	\$38.87	\$10,494.90
Admin	Michelle Macer	5	\$38.47	\$192.35

LABOR COSTS

- a) Subtotal Direct Labor Costs \$30,234.98 \$1,093.90
- b) Anticipated Salary Increases (see page 2 for sample)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$31,328.88

FRINGE BENEFITS

- d) Fringe Benefits (Rate 38.00% e) Total Fringe Benefits
 - [(c) x (d)] \$11,904.97

INDIRECT COSTS

- f) Overhead (Rate: g) Overhead [(c) x (f)] i) Gen & Admin [(c) x (h)] h) General and Administrative 0.00% (Rate:
 - j) Total Indirect Costs [(e) + (g) + (i)]

FEE (Profit)

k) TOTAL FIXED PROFIT $[(c) + (j)] \times (q)$ q) (Rate: 10.00%

OTHER DIRECT COSTS (ODC)

each subconsultant)

Description				Unit(s)	Unit Cost	Total
1)	Travel/Mileage Co	sts (supported by	y consultant			
	actual costs)			133	\$0.54	\$71.82
m)	Potholing	(8 holes)				\$9,485.00
n)	Permit Fees (itemi	ze), Plan sheets (each), Test			
	Holes (each), etc.		sheets	10	\$18.00	\$180.00
o)	Traffic Counts					\$400.00
p)	Subconsultant Cos	ts (attach detaile	d cost proposal			
	in same format as	prime consultant	t estimate for			\$60,386.61

p) Total Other Direct Costs $[(1) + (m) + (n) + (o)+(p)]$	\$70,523.43

TOTAL COST [(c) + (j) + (k) + (p)] \$137,916.87

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or

Local Assistance Procedures Manual Exhibit 10-H

in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant TJKM Transportation Consultants Contract No. Date 12/1/16

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 42746

Direct Labor Subtotal	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$30,234.98	572	=	\$52.86	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$52.86	+	3%	=	\$54.44	Year 2 Avg Hourly Rate
Year 2	\$54.44	+	3%	=	\$56.08	Year 3 Avg Hourly Rate
Year 3	\$56.08	+	3%	=	\$57.76	Year 4 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated %		Total Hours		Total Hours	
	Completed Each Ye	ear	per Cost Proposal		per Year	
Year 1	80.00%	*	572.0	=	457.6	Estimated Hours Year 1
Year 2	20.00%	*	572.0	=	114.4	Estimated Hours Year 2
Year 3	0.00%	*	572.0	=	0.0	Estimated Hours Year 3
Total	100%		Total	=	572.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate		Estimated hours		Cost per Year	
	(calculated above))	(calculated above)			
Year 1	\$54.44	*	458	=	\$24,913.62	Estimated Hours Year 1
Year 2	\$56.08	*	114	=	\$6,415.26	Estimated Hours Year 2
Year 3	\$57.76	*	0	=	\$0.00	Estimated Hours Year 3
	Total Dire	ect Labor Cost w	vith Escalation	=	\$31,328.88	
	Direct La	bor Subtotal bef	ore Escalation	=	\$30,234.98	
	Estimated total o	f Direct Labor S	alary Increase	=	\$1,093.90	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant	WSA, Inc.	Contract No. TR-16-01 SCL110139	Date 1/10/201	.7

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal-in-Charge	James M. Allan	13	\$72.50	\$942.50
Project Director	Stacy Kozakavich	63	\$42.50	\$2,677.50
GIS	Nazih Fino	31	\$42.50	\$1,317.50
Associate II	Christina Alonso	23	\$32.50	\$747.50
Associate I	David Buckley	10	\$26.50	\$265.00
Admin	Stephanie Perez	1	\$42.50	\$42.50

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)
- c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$6,220.43

FRINGE BENEFITS

- d) Fringe Benefits (Rate 0.00%) e) Total Fringe Benefits
 - [(c) x (d)] \$0.00

INDIRECT COSTS

- f) Overhead (Rate: 121.00% g) Overhead [(c) x (f)] \$7,5 h) General and Administrative (Rate: 0.00% i) Gen & Admin [(c) x (h)]
 - j) **Total Indirect Costs** [(e) + (g) + (i)] \$7,526.72

FEE (Profit)

q) (Rate: 10.00%)

- k) TOTAL FIXED PROFIT $[(c) + (j)] \times (q)$
- \$1,374.71

OTHER DIRECT COSTS (ODC)

Description		Unit(s)	Unit Cost	Total
1)	NWIC Fees	ea	1	\$750.00
m)	Certified Mail	ea	1	\$50.00
n)	Production			\$150.00
o)	WSA contract adjustment			-\$260.00
				\$0.00
				\$0.00
		p) Total O	ther Direct Costs	[(1) + (m) + (n) + (o)]

p) **Total Other Direct Costs** [(1) + (m) + (n) + (o)] \$690.00

TOTAL COST [(c) + (j) + (k) + (p)] \$15,811.86

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Page 1 of 5

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant WSA, Inc. Contract No. TR-16-01 | SCL Date 7/5/16

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 42745

Direct Labor Subtotal	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$5,950.00	140	=	\$42.50	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$42.50	+	3%	=	\$43.78	Year 2 Avg Hourly Rate
Year 2	\$43.78	+	3%	=	\$45.09	Year 3 Avg Hourly Rate
Year 3	\$45.09	+	3%	=	\$46.44	Year 4 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated %		Total Hours		Total Hours	
	Completed Each Yea	ar	per Cost Proposal		per Year	
Year 1	50.00%	*	140.0	=	70.0	Estimated Hours Year 1
Year 2	50.00%	*	140.0	=	70.0	Estimated Hours Year 2
Year 3	0.00%	*	140.0	=	0.0	Estimated Hours Year 3
Total	100%		Total	=	140.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.78	*	70	=	\$3,064.25	Estimated Hours Year 1
Year 2	\$45.09	*	70	=	\$3,156.18	Estimated Hours Year 2
Year 3	\$46.44	*	0	=	\$0.00	Estimated Hours Year 3
	Total Dire	ct Labor Cost w	vith Escalation	=	\$6,220.43	
	Direct Lal	oor Subtotal bef	ore Escalation	=	\$5,950.00	
	Estimated total of	f Direct Labor S	alary Increase	=	\$270.43	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Page 2 of 5

10-H COST PROPOSAL FORM SUNNYVALE MATHILDA AND INDIO SIGNAL CONSULTING SERVICES

Name of Proposer Siegfried Page 1 of 1

Home office and where services 111 N. MARKET STREET

are to be performed: SAN JOSE, CA

Services to be performed: Engineering, Landscape Architecture, Surveying

Contract No.: TR 16-01 SCL110139

Total Proposal Amount: \$36,767

DETAILED DESCRIPTION OF COST ELEMENTS

Direct Labor Costs

Direct Laber Coole			
Job Title	Est. Hours	Rate/Hour	Est. Cost
Managing Principal	16	\$91.35	\$1,462
Principal	8	\$74.52	\$596
Associate	32	\$53.37	\$1,708
Project Engineer	40	\$45.67	\$1,827
Engineer Designer II	0	\$33.65	\$0
Engineer Designer I	8	\$29.33	\$235
Project Landscape Architect	0	\$33.65	\$0
Landscape Architect Designer II	24	\$31.25	\$750
Landscape Architect Designer I	0	\$21.50	\$0
Senior Technician	0	\$44.13	\$0
Technician III	78	\$29.00	\$2,262
Technician II	0	\$26.00	\$0
Technician I	0	\$21.50	\$0
Instrumentman	12	\$64.99	\$780
Project Land Surveyor	0	\$41.19	\$0
Surveyor II	4	\$34.17	\$137
Surveyor I	0	\$28.65	\$0
Office Assistant	0	\$27.00	\$0
Accounting Manager	4	\$43.27	\$173

Total Direct Labor Cost \$9,928.80

2. Labor OverheadAudited Fringe and Overhead RateTotal Indirect Costs\$8,653

3. Other Direct Costs

Transportation \$270 | 500 @ \$0.54/mile

4.	Subcontractors/Suppliers		Page 2 of 2
		\$0	
		\$0	
_	011 - 10 - 1		
5.	Other Direct Costs	47.27	
	Utility Potholing	\$7,373	
6.	General & Admin. Expense		
	Rate	79.51%	
	Total G&A	\$7,894 Of items 1	
7.	Fee		
	Rate	10% Of items 1,2, and 5	
	Rate	6% Of item 4	
	Total Fixed Profit	\$2,647.61	
	Total Cost	\$36,767	
	Composition a Cale advila		
	Supporting Schedule	0 -1 @ 04/-1	
a.	Drawing Plots	0 sf @ \$1/sf	
	Name and Title	Signature	
	Paul J. Schneider, P.E.	Oignature	
	r adr o. Germeider, r .E.		
		/ida/ De/h	
	Vice President		

Date of Submission

1/13/2017

Name of Firm

Siegfried

Sunnyvale Mathilda & Indo Way

Consultant: Ground Zone Environmental Services, LLC

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Dirock Edbor				
Job Title	Name	Hours	Actual Hourly Rate	Total
PIC	Sam Brathwaite	10	\$150.00	\$1,500
QA/QC				\$0
Project Manager				\$0
Senior Engineer	Lindsay Furuyama	16	\$115.00	\$1,840
Engineer I	Roger Ward	24	\$95.00	\$2,280
Admin				\$0
		50		

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a) Direct Labor Cost	\$5,620	
b) Anticipated Salary Increases	\$0	Less than
c) Total Direct Labor Costs	\$5,620	

Less than 1 year project

Indirect Costs

Audited Fringe and Overhead Rate 25.00%
Total Indirect Costs \$1,405

Fee

Rate 10% Total Fixed Profit \$702.50

Other Direct Costs

Travel	\$ 80.00	\$0.58/mile
Data Collection	\$ -	
Plotting		\$6/sheet

Total Cost \$7,807.75

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope and Limits of Insurance: Consultant shall maintain limits no less than:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
- 2. <u>Automobile Liability</u>: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
- 3. <u>Workers' Compensation</u> and <u>Employer's Liability</u>: \$1,000,000 per accident for bodily injury or disease.
- 4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- 1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
- 2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
- 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

- 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

EXHIBIT "D" ADDITIONAL REQUIRED FEDERAL FORMS (ATTACHED)

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Sunnyvale		2. Contract DBE Goal:		
3. Project Description: Traffic Signal reconstruction at Mathilda Ave & Indio Way				
4. Project Location: <u>Mathilda Ave & Indi</u>	io Way			
5. Consultant's Name: T J K M		6. Prime Cert	tified DBE: 🛚	
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Traffic Engineering	40772	T J K M Nayan Amin 925-463-0611	60%	
Environmental	41164	Ground Zone Environmental Samuel Brathwaite 888-495-7379	6%	
Local Agency to Complete this	s Section			
17. Local Agency Contract Number:		11. TOTAL CLAIMED DBE PARTICIPATION	66%	
18. Federal-Aid Project Number:		11. TOTAL CLAIMED DDL LAKTION ATION	00 %	
19. Proposed Contract Execution Date:				
Local Agency certifies that all DBE certifications at this form is complete and accurate.	re valid and information on	IMPORTANT: Identify all DBE firms being claimed regardless of tier. Written confirmation of each liste required. 11/04/	ed DBE is	
20. Local Agency Representative's Signature	21. Date	12. Preparer's Signature 13. Date	<u> 2010 </u>	
22. Local Agency Representative's Name	23. Phone	Nayan Amin 925-4 14. Preparer's Name 15. Phon	63-0611 e	
24. Local Agency Representative's Title		President 16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

- **1. Local Agency** Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal Enter the contract DBE goal percentage as it appears on the project advertisement.
- **3. Project Description** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- **4. Project Location** Enter the project location as it appears on the project advertisement.
- **5. Consultant's Name** Enter the consultant's firm name.
- **6. Prime Certified DBE** Check box if prime contractor is a certified DBE.
- **7. Description of Work, Services, or Materials Supplied** Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- **8. DBE Certification Number** Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- **9. DBE Contact Information** Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- **10. DBE** % Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- **11. Total Claimed DBE Participation** % Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information Good Faith Efforts of the LAPM).
- **12. Preparer's Signature** The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- **13. Date** Enter the date the DBE commitment form is signed by the consultant's preparer.
- **14. Preparer's Name** Enter the name of the person preparing and signing the consultant's DBE commitment form.
- **15. Phone** Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- **16. Preparer's Title** Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- **18. Federal-Aid Project Number** Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date Enter the proposed contract execution date.
- **20.** Local Agency Representative's Signature The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- **21. Date** Enter the date the DBE commitment form is signed by the Local Agency Representative.
- **22.** Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- **24.** Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: <u>City of Sunnyvale</u>		2. Contract DBE Goal: 15%	
3. Project Description: <u>Traffic Signal reconstr</u>	ruction at Mathilda A	ve & Indio Way	
4. Project Location: Mathilda Ave & Indio W		·	
5. Consultant's Name: _ T J K M	6. Prime Certifie	d DBE: 🐧 7. Total Contract Award Amount:	\$137,916
8. Total Dollar Amount for ALL Subconsultants: \$	60,387	9. Total Number of ALL Subconsultants: 3	
10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic Engineering	40772	T J K M Nayan Amin 925-463-0611	49%
Environmental	41164	Ground Zone Environmental Samuel Brathwaite 888-495-7379	6%
Local Agency to Complete this S	Section		675.053
20. Local Agency Contract		44 TOTAL OLAMED DDE DARTIONATION	\$75,852
21. Federal-Aid Project Number:		14. TOTAL CLAIMED DBE PARTICIPATION	
22. Contract Execution Date:			55 %
Local Agency certifies that all DBE certifications are this form is complete and accurate.	valid and information on	IMPORTANT: Identify all DBE firms being claim regardless of tier. Written confirmation of each li required.	sted DBE is
23. Local Agency Representative's Signature 24	I. Date	1/13 15. Preparer's Signature 1/6. Da	/2017
23. Local Agency (Vepresentative's Digitature 24	. Date	, ,	-463-0611
25. Local Agency Representative's Name 26	S. Phone	Nayan Amin 925 17. Preparer's Name 18. Pho	
27. Local Agency Representative's Title		President 19. Preparer's Title	

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DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal Enter the contract DBE goal percentage as it appears on the project advertisement.
- **3. Project Description** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- **4. Project Location** Enter the project location as it appears on the project advertisement.
- **5. Consultant's Name** Enter the consultant's firm name.
- **6. Prime Certified DBE** Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount Enter the total contract award dollar amount for the prime consultant.
- **8. Total Dollar Amount for** <u>ALL</u> **Subconsultants** Enter the total dollar amount for all subcontracted consultants.
- SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- **9. Total number of \underline{ALL} subconsultants** Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- **10. Description of Work, Services, or Materials Supplied** Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- **11. DBE Certification Number** Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- **12. DBE Contact Information** Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- **13. DBE Dollar Amount** Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- **14. Total Claimed DBE Participation -** \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
 %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information Good Faith Efforts of the LAPM).
- **15. Preparer's Signature** The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- **16. Date** Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- **21. Federal-Aid Project Number** Enter the Federal-Aid Project Number.
- **22.** Contract Execution Date Enter the date the contract was executed.
- **23.** Local Agency Representative's Signature The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date Enter the date the DBE commitment form is signed by the Local Agency Representative.
- **25.** Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- **26. Phone** Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- **27.** Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of	15.00	%
OR		

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.
 - 1. Click on the link in the left menu titled <u>Disadvantaged Business Enterprise</u>;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

- purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:
Consultant Firm Name: TJKM Transportation Consultants
Indirect Cost Rate: 95.56% * for fiscal period 01/01/2015-12/31/2015
*Fiscal period covered for Indirect Cost Rate developed (not the contract period).
Local Government: City of Sunnyvale
Contract Number: TR-16-01 Project Number: SCL110139
I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:
1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.
All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.
Certification of Financial Management System:
I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meet the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.
Certification of Dollar Amount for all A&E Contracts:
I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies \$\frac{1}{3}\frac{1}{3}\frac{61}{4}\frac{401}{00}\$ and the number of states in which the firm does business is \$\frac{1}{2}\$.
Certification of Direct Costs:
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost

proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable) Proposed Contract Amount (or amount not to excee	ed if on-call contract): \$ 60,387.00
Prime Consultants (if applicable) Proposed Total Contract Amount (or amount not to	o exceed if on-call contract): \$ 137,916.00
Prime, list all subconsultants and proposed subcontract	et dollar amounts (attach additional page if necessary):
Siegfried	\$ 36,767.00
Ground Zone	\$7,808.00
WSA	\$15,812.00
Consultant Certifying (Print Name and Title): Name: Nayan Amin Title: President	Ω
Consultant Certification Signature **:	N. W.
Date of Certification (mm/dd/yyyy): 01/13/20	017
Consultant Contact Information:	
Email: namin@tjkm.com	
Phone number: 925.463.0611	a sa a s

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.

23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations

2) Retained in Local Agency Project Files

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs
--

Consultant Firm Name: <u>Siegfried Engineering, Inc.</u>	
Indirect Cost Rate: 166.66% * for fiscal p	period <u>1/1/16-1/1/17</u>
*Fiscal period covered for Indirect Cost Rate develo	oped (not the contract period).
Local Government: City of Sunnyvale	
Contract Number: TR 16-01	Project Number: SCL110139

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
- 2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify th	at the approximate dollar amount of all A&E contracts awarded by Caltrans or a
California local agency to th	is firm within the last three (3) calendar years for all State DOT and Local Agencies
is \$ <u>4,000,000.00</u>	and the number of states in which the firm does business is 3 .

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable) Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 36,767.00
Prime Consultants (if applicable) Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):
\$\$\$\$
Consultant Certifying (Print Name and Title):
Name: Paul J. Schneider, P.E., QSD/QSP
Title: Principal In Charge, Vice President
Consultant Certification Signature **: Paul J. Schneider Paul J. Schneider One Lot. E-pig signified by Paul J. Schneider One Lot. Schneider One Lot. Schneider Digitally signed by Paul J. Schneider Digitally
Date of Certification (mm/dd/yyyy): 1/17/17
Consultant Contact Information:
Email: pjs@siegfriedeng.com
Phone number: 209-943-2021

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations

2) Retained in Local Agency Project Files

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:
Consultant Firm Name: WSA, Inc.
Indirect Cost Rate: 1.21 * for fiscal period 1/1/16-12/31/16
*Fiscal period covered for Indirect Cost Rate developed (not the contract period).
Local Government:
Contract Number: Project Number:
I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:
1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.
All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.
Certification of Financial Management System:
I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.
Certification of Dollar Amount for all A&E Contracts:
I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencie is $$0.00$ and the number of states in which the firm does business is 4 .
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable) Proposed Contract Amount (or amount not to exceed if on-call contract): \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Prime Consultants (if applicable) Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):
<u> </u>
\$
\$ \$
\$
Consultant Certifying (Print Name and Title):
Name: James M. Allan
Title: President
Consultant Certification Signature **: Homes M All
Date of Certification (mm/dd/yyyy): 19/28/16
Consultant Contact Information:
Email: jallan@williamself.com
Phone number: 925 253-9070

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations

2) Retained in Local Agency Project Files

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:
Consultant Firm Name: Ground Zone Environmental Services, LLC
Indirect Cost Rate: 20% * for fiscal period 2016
*Fiscal period covered for Indirect Cost Rate developed (not the contract period).
Local Government: City of Sunnyvale
Contract Number: Project Number: _SCL110139
I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:
 All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.
All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.
Certification of Financial Management System:
i, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Fitle 49, CFR, Part 18.20 to the extent applicable to Consultant.
Certification of Dollar Amount for all A&E Contracts:
the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies s \$ and the number of states in which the firm does business is
Certification of Direct Costs:
, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable) Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 7,807.75
Prime Consultants (if applicable) Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):
\$\$\$\$\$\$
Consultant Certifying (Print Name and Title):
Name: Samuel Brathwaite
Title: Principal
Consultant Certification Signature **: Diem Brathwaite
Date of Certification (mm/dd/yyyy):
Consultant Contact Information:
Email: sbrathwaite@grouindzonees.com
Phone number: (925) 570-7609

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.

23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations

2) Retained in Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of F	ederal Action: 3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance a. bid/offer/ap b. initial awar c. post-award c. post-award	
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee,
Prime Subawardee Tier, if known	Enter Name and Address of Prime:
Congressional District, if known	Congressional District, if known
6. Federal Department/Agency:	7. Federal Program Name/Description:
	CFDA Number, if applicable
8. Federal Action Number, if known:	9. Award Amount, if known:
10. Name and Address of Lobby Entity	11. Individuals Performing Services
(If individual, last name, first name, MI)	including address if different from No. 10a (If individual, last name, first name, MI)
(attach Continuation S	sheet(s) if necessary)
12. Amount of Payment (check all that apply)	14. Type of Payment (check all that apply)
\$ actual planned	a. retainer
13. Form of Payment (check all that apply):	b. one-time fee c. commission
a. cash	d. contingent fee
b. in-kind; specify: nature	e deferred f. other, specify
15. Brief Description of Services Performed or to be pe officer(s), employee(s), or member(s) contacted, for	
16. Continuation Sheet(s) attached: Yes	No (attach Continuation Sheet(s) if necessary)
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance	Signature:
was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C.	
1352. This information will be reported to Congress	Print Name: Nayan Amin
semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject	Title: President
to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: <u>925-463-0611</u> Date: <u>11/4/2016</u>
	Authorized for Local Reproduction
Federal Use Only:	Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files Not Applicable

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of F	Gederal Action: 3. Report Type:	
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Entity Prime Subawardee	b. material change	
Tier 1, if known		
Congressional District, if known	Congressional District, if known	
6. Federal Department/Agency: City of Sunnyvale	 Federal Program Name/Description: CFDA Number, if applicable 	
8. Federal Action Number, if known:	9. Award Amount, if known:	
SCL 110139 10. Name and Address of Lobby Entity	11. Individuals Performing Services	
(If individual, last name, first name, MI) Siegfried Engineering Inc.	N/A	
(attach Continuation S	Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$\frac{36,767}{}	14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify Professional Fee	
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:		
16. Continuation Sheet(s) attached: Yes	No (attach Continuation Sheet(s) if necessary)	
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or	Signature: Paul J. Schneider Delically signed by Paul J. Schneider Obligation Signature:	
entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress	Print Name: Paul Schneider	
semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject	Title: V.P.	
to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: 209-943-2021 Date: 1/17/17	
	Authorized for Local Reproduction	
Federal Use Only:	Standard Form - LLL	

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
- **2.** Identify the status of the covered federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
- 4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
- **6.** Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- **9.** For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- **10.** Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
- 11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
- 12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 14. Check all boxes that apply. If other, specify nature.
- 15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- **16.** Check whether or not a continuation sheet(s) is attached.
- 17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance a. bid/offer/applica b. initial award c. post-award c. post-award	a. initial b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity 5	5. If Reporting Entity in No. 4 is Subawardee,
Prime Subawardee Tier, if known	Enter Name and Address of Prime:
Congressional District, if known	Congressional District, if known
6. Federal Department/Agency: 7	7. Federal Program Name/Description:
	CFDA Number, if applicable
8. Federal Action Number, if known:	9. Award Amount, if known:
10. Name and Address of Lobby Entity 1	11. Individuals Performing Services
(If individual, last name, first name, MI)	including address if different from No. 10a (If individual, last name, first name, MI)
(attach Continuation Sheet	t(s) if necessary)
12. Amount of Payment (check all that apply)	4. Type of Payment (check all that apply)
\$ actual planned	a. retainer
13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value	b. one-time fee c. commission d. contingent fee e deferred f. other, specify
15. Brief Description of Services Performed or to be perfor officer(s), employee(s), or member(s) contacted, for Pay	
16. Continuation Sheet(s) attached: Yes	No [attach Continuation Sheet(s) if necessary)
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or	gnature: James Allan (Sports protein and Sports protein and Allana (Sports
entered into. This disclosure is required pursuant to 31 U.S.C.	int Name: James M. Allan
1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject	tle: President
to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	lephone No.: 925 253-9070 Date: 10/28/16
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of F	ederal Action: 3. Report Type:		
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Entity Subawardee Tier, if known	d b. material change		
Congressional District, if known	Congressional District, if known		
6. Federal Department/Agency:	7. Federal Program Name/Description:		
	CFDA Number, if applicable		
8. Federal Action Number, if known:	9. Award Amount, if known:		
10. Name and Address of Lobby Entity	11. Individuals Performing Services		
(If individual, last name, first name, MI)	including address if different from No. 10a (If individual, last name, first name, MI)		
(attach Continuation S			
12. Amount of Payment (check all that apply)	14. Type of Payment (check all that apply)		
\$ actual planned 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value	a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:			
16. Continuation Sheet(s) attached: Yes	No (attach Continuation Sheet(s) if necessary)		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C.	Signature: Samuel L Brathwaite Print Name: Sam Brathwaite		
1352. This information will be reported to Congress semiannually and will be available for public inspection. Any	Title: Principal		
person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: (925) 570-7609 Date: 11/1/2016		
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EXHIBIT 10-R A &E SAMPLE CONTRACT LANGUAGE

(For Local Assistance Federal-aid Projects)

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ARTICLE IV PERFORMANCE PERIOD (Verbatim)

(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard and on-call contracts)

- A. This contract shall go into effect on (<u>DATE</u>), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (<u>DATE</u>), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(<u>AMOUNT</u>). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
 - For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- (Option 2 For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(<u>Amount</u>) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.
 - The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).
- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.
- (Option 3 Use paragraphs A through Q for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)
- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (<u>Attachment Number</u>). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR) (ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 4 - Use paragraphs A through F below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule

- set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater).

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise

during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% the provisional rate reimbursed will be 90% of the proposed rate.
- b. If the proposed rate is between 150% and 200% the provisional rate will be 85% of the proposed rate.
- c. If the proposed rate is greater than 200% the provisional rate will be 75% of the proposed rate.
- 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.
- 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
- 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

(Choose either Option 1 or Option 2)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

(Choose either Option 1 or Option 2 if appropriate)

(Option 1 - Use paragraphs D & E below with paragraphs A, B and C above for PS&E contracts only)

- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(Option 2 - Use paragraphs D, E & F below with paragraphs A, B and C above for Construction Contract Administration contracts only)

- D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on

- the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federa	l-aid Proje	ect No	SCL110139	Bid	Opening Date	
	City of Sun % for this		The information	_established a Disadvanta n provided herein shows t	ged Business Enterprise (DBE) goal of hat a good faith effort was made.	
good fa Comm award	aith efforts itment" fo of the con	s. Bidde rm indic tract if t	rs should submit cates that the bid he administering	t the following information der has met the DBE goag g agency determines that	ollowing information to document adequate on even if the "Local Agency Bidder DBE al. This will protect the bidder's eligibility the bidder failed to meet the goal for various bidder made a mathematical error.	for
				dder DBE Commitment" i efforts were made.	form may not provide sufficient documenta	ation
Provisi	ions: N/A who The nan	- T J K is also a nes and	M is the Prime a certified DBE. dates of each p	and a certified DBE. We a publication in which a r	of DBE Commitment" of the Special lso have Ground Zone Environmental on cequest for DBE participation for this prescrisements or proofs of publication):	
	- -	Public	ations		Dates of Advertisement	
B.	The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):					
	Name	es of Dl	BEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates	

C.	The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.						
_	Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract		
D.	The names, addresses and pho rejection of the DBEs, the firm firms involved), and the price Names, addresses and phone nof the DBEs:	ns selected for that we difference for each D	ork (please attach BE if the selected	copies of quo firm is not a	otes from the DBE:		
	Names, addresses and phone n	numbers of firms selec	cted for the work a	above:			
E.	Efforts made to assist intereste technical assistance or informa work which was provided to D	ation related to the pla	_		•		
							

G.	The names of agencies, organizatio recruiting and using DBE firms (ple		
	received, i.e., lists, Internet page do	ownload, etc.):	
_	received, i.e., lists, Internet page do Name of Agency/Organization	ownload, etc.): Method/Date of Contact	Results

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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City of Sunnyvale

Agenda Item

16-0086 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Appoint Applicants to Boards and Commissions

DISCUSSION

The City has ten Council-appointed boards and commissions that advise the City Council on a variety of community issues. The term length for boards and commissions is four years, with staggered terms expiring June 30 of each year. Council makes appointments to fill seats with expired terms in May/June to serve terms effective July 1, and fills vacancies as necessary quarterly throughout the year. Below is the list of current vacancies and applicants, the applicants' preferences as indicated on their application (when the applicant has applied for more than one board or commission), and terms of appointments. The term lengths of the current openings vary, as openings are to either fill unexpired terms due to resignations or to fill vacancies that remained following the previous recruitment process. Applicant information is available upon request from the Office of the City Clerk at cityclerk@sunnyvale.ca.gov or (408) 730-7483.

Per Council Policy 7.2.19, appointments of board and commission members are placed on the City Council meeting agenda. The appointment process is conducted per one of the following two methods, at the discretion of the Mayor:

Individual Candidate Votes: The Mayor will announce by board or commission each vacancy including its term, and then will read each applicant's name. Council will vote on each applicant. The candidate receiving the most affirmative votes and at least four affirmative votes will be appointed. The process is repeated for each board or commission.

Paper Votes: The Mayor will announce each board or commission in an order predetermined by the City Clerk to facilitate a speedy process and to accommodate applicants who specify multiple preferences. The City Clerk will distribute individual voting sheets to be completed by each Councilmember. The candidate receiving the most votes and at least four affirmative votes will be appointed.

Should no candidate receive at least four affirmative votes, the vacancy will remain.

Housing and Human Services Commission (1 term to 6/30/2017, 1 term to 6/30/2018)

Melanie Holthaus (1st preference) Srikanthaiah (Ken) Hiremath (1st preference) Donald Rode (Only preference) Avaninder Singh (Only preference)

Heritage Preservation Commission (1 term to 6/30/2020)

Melanie Holthaus (2nd preference)

Planning Commission (1 term to 6/30/2020)

Srikanthaiah Hiremath (2nd preference)
Daniel Howard (Only preference)
Daryoush Nafar (Only preference)
Murali Srinivasan (Only preference)

Personnel Board (Employee-Nominated Seat, 1 term to 6/30/2020)

No applicants.

Sustainability Commission (1 term to 6/30/2017)

No applicants.

Terms of new appointees will be effective March 1, 2017. Following appointments, the staff liaison for each commission will provide a commission-specific orientation and each new member is required to take the Oath of Office, sign the Model of Excellence and attend the Board and Commission new member orientation hosted by the Office of the City Clerk. A ceremonial oath of office will be offered to all incoming members.

EXISTING POLICY

On April 21, 2015, Council adopted revisions to Council Policy 7.2.19 *Boards and Commissions* regarding the appointment of board and commission members to allow for *paper votes* or individual candidate votes, at the discretion of the Mayor.

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. Appoint commissioners from the applicants listed in this report.
- 2. Provide other direction to staff on how to proceed.

STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: Lisa Natusch, Deputy City Clerk

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

17-0082 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Consider Terms of Exclusive Negotiating Agreement (ENA) with The Related Companies of California, LLC for Development of Affordable Housing on City Property Located at 441-499 W. Iowa Avenue (APNs 165-130-74, 165-130-46, 165-130-68, 165-130-45, 165-130-73, and 165-130-69)

BACKGROUND

In April 2016 (RTC No. 16-0030) the City Council directed staff to issue a Request for Proposals (RFP) to solicit qualified developers to redevelop a City property of roughly 1.4 acres located on the corners of lowa, Charles, and Mathilda Avenues in downtown Sunnyvale. This property had been slowly acquired and assembled between 1987 and 2015. In December 2015 Council provided policy direction and declared its intent to use this property for an affordable housing project.

The project site is located in Block 15 of the Downtown Specific Plan (DSP). The intent of the RFP was to seek a qualified housing developer to redevelop the project site consistent with the vision and development standards of the DSP. The subject site covers most of the southern half of Block 15, with frontage on Charles Street, Iowa and Mathilda Avenues. The DSP allows residential development on this block at a density of roughly 54 units per acre, and up to 10,000 square feet of neighborhood commercial uses, primarily on the southern and northern corners of the block along the Mathilda Avenue frontage. Currently there are six modest, older dwelling units on the project site, of which four are vacant and two are occupied. The land was appraised at approximately \$7.8 million in December 2014, based on its value if developed consistent with the DSP.

The RFP provided a very detailed framework of the City's vision and goals for this site, consistent with Council direction, and key evaluation and scoring factors. Applicants were given 5 weeks to submit their proposals, and the City received ten proposals in response to the RFP. Council had also directed staff to conduct the proposal evaluation and scoring process, rank the proposals and select the top-ranked developer for recommendation to Council for approval and award of an Exclusive Negotiating Agreement (ENA). A staff scoring committee consisting of senior staff and managers in several departments reviewed and evaluated the proposals based on evaluation criteria outlined in RFP. After a process of several months of review, presentations to the committee, and follow-up interviews, staff selected The Related Companies of California, LLC (Related) as the top choice to recommend to Council for negotiation of an ENA for the opportunity to develop the project.

The Related team for this proposal also includes Affordable Housing Access, a non-profit affordable housing provider based in Southern California, Housing Choices Coalition, a non-profit agency based in San José that provides housing-related services to developmentally disabled clients throughout the South Bay, and Steinberg Architects, a firm with extensive experience in Sunnyvale. Related's proposal described a project with 92 units, ranging in size from studios to three-bedroom units. The preliminary unit mix includes 23 units for developmentally disabled tenants, 45 for very low income

households (workforce housing primarily for service-sector workers) and another 23 for extremely low income tenants, most likely through the provision of operating subsidies such as project-based vouchers. This unit mix may change depending on the availability of certain types of construction and operating funding. Part of the work to be undertaken during the ENA term is to analyze the feasibility of the proposed unit mix based on current funding availability and targeting requirements. The final unit mix will be determined by the end of the ENA term. Amenities proposed include child care and interior and exterior common areas and features. Details such as project size, unit targeting and detailed site plans are very preliminary at this point and subject to significant refinement as the project moves forward in the predevelopment and planning stages. Related has described its approach and commitment to a very open and extensive public outreach process to help further refine the project concept, sizing, amenities, and design.

On November 15, 2016, City Council held a study session on the selected proposal and a closed session to discuss preparation of an ENA with Related (Attachment 1). At that meeting Council directed staff to move forward with preparation of an ENA and to schedule another closed session to discuss terms, followed by a public hearing shortly thereafter for formal approval of an ENA. A second closed session was held on February 7, 2017.

EXISTING POLICY

General Plan, Housing Element

Goal A: Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

Goal E: Promote equal housing opportunities for all residents, including Sunnyvale's special needs populations, so that residents can reside in the housing of their choice.

Downtown Specific Plan Goals and Policies

- B. Establish the Downtown as the cultural, retail, financial and entertainment center of the community, complemented by employment, housing and transit opportunities.
 - B.2. Encourage below-market-rate housing in all residential neighborhoods.
- D. Protect and enhance existing neighborhoods.
 - D.3. Encourage intensification of specified high-density residential and commercial districts while maintaining the character and density of single-family neighborhoods surrounding the downtown.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15262 (feasibility and planning studies). This action is further exempt from the definition of a project pursuant to CEQA Guidelines section 15061 (b) (3) because it can be seen with a certainty that there is no possibility that it may have a significant effect on the environment. When a development project is submitted for development review, it will be reviewed pursuant to CEQA to assess its potential environmental impacts.

DISCUSSION

An ENA is an agreement between the parties to negotiate exclusively for the right to acquire and develop the property. In this case the acquisition refers to a long-term ground lease, rather than a

purchase transaction, based on Council's prior direction. ENAs are used to provide the developer a form of preliminary site control which is needed in order for any entity to feel comfortable before expending significant funds of its own (potentially over a million dollars by the end of the ENA term) to complete the needed predevelopment and planning work, including design work, environmental studies, and other due diligence activities during the agreement term. In addition, most funding agencies require any applicant to have some form of site control such as an ENA, option to purchase, signed lease, etc. in order to be eligible to apply for project financing.

Since the November 15 meeting, staff has been working with the City Attorney and Related to prepare a draft ENA that will serve as a framework for the City and Related to negotiate mutually acceptable agreements and covenants related to the development of the project and terms for a long -term ground lease of the property. The ENA describes the major terms and topics to be negotiated between the parties during the one-year term of the ENA, such as:

- 1. The size, scale, and design of the Project and its components (residential units, number of special needs units, commercial space, common amenities, open space, parking), on- and off-site improvements, on-site services and programs, site and/or neighborhood transit, bike, and/or pedestrian linkages and/or related community benefits ("Project Description");
- 2. The land use approvals necessary for the Project, including environmental review;
- 3. The number of dwelling units, the levels of housing affordability and/or special needs units required, marketing and tenant selection plans, and the nature of affordability controls required by the City, as further set forth in a regulatory agreement to be recorded against title to the Property prior to issuance of building permits;
- 4. The physical and land title conditions of the Property, remediation of any adverse environmental conditions, site clearance and tenant relocation;
- 5. The timeline for development of the Project;
- 6. Financing plan and feasibility of the Project, including negotiation of Developer's requested financing from one or more of the City's Housing special revenue funds ("City Funding") in addition to other proposed sources;
- 7. Ground lease price, payment terms, and conditions of lease, and
- 8. Any other related matters that may be identified by either Party.

The draft ENA has a one-year term with the possibility of an additional six-month extension at the discretion of the City Manager, if deemed necessary to complete any of the tasks needed and if both parties would like to continue with the project at that point. The ENA requires Related to provide a good faith deposit of \$100,000 which will be available to be spent on the initial due diligence expenses, such as an appraisal, Phase I site assessment, survey, tenant relocation plan, preliminary title review, and so on. To the extent funds remain available after these items have been completed, they may be used for predevelopment expenses such as any environmental studies needed for the project's environmental review, initial design and engineering work, site planning, planning application fees, and similar expenses. A budget listing the eligible expenditures of the good faith deposit ("Predevelopment Budget") is provided in Exhibit D to the draft ENA in Attachment 1.

The main tasks to be completed during the ENA term include: the project feasibility study, which

includes both financial and physical feasibility; the initial phases of the community engagement process; the conceptual plans, environmental review, and project entitlements; the financing plan; negotiate terms for the ground lease; and negotiate terms for the City housing funding requested for the project, which includes finalizing the unit mix, targeting, and tenant selection plan.

Councilmembers requested that: the public engagement component be robust and start early to assure public feedback is actively considered and addressed throughout the process and that up to date information is available to the public; field trips to other affordable housing sites be arranged; future residents be adequately vetted; and robust termination provisions be included due to market fluctuation. The termination provisions are included in the draft ENA. The other items relate to the community outreach and future operations and will be addressed during the appropriate phases of the project. For example, one of the first deliverables is the public outreach plan which will address type of outreach and timing and can include an educational component such as field trips to other affordable housing developments (see page 16 of the Draft ENA, Attachment 1). Resident selection criteria will be addressed through the operation plan and the various funding sources, within the provisions allowed by law.

FISCAL IMPACT

The recommended action will not impact the General Fund. If the ENA successfully concludes with a recommended ground lease and/or city financing commitment to the project, those actions could impact the General Fund positively and/or create expenditure(s) in one or more Housing special revenue funds. Those impacts cannot be evaluated in detail until the end of the ENA period, when the terms of any lease and/or loan agreements have been negotiated.

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

- Approve the draft Exclusive Negotiating Agreement with The Related Companies of California, LLC for the development of the affordable housing project on Block 15; and authorize the City Manager to sign it in final form substantially consistent with Attachment 1 to the report and as approved by the City Attorney.
- 2. Approve the terms of the attached Exclusive Negotiating Agreement with The Related Companies of California, LLC with modifications specified by Council; and authorize the City Manager to sign it in final form substantially consistent with Attachment 1, as modified by Council, and as approved by the City Attorney.
- 3. Other Council direction.

STAFF RECOMMENDATION

Alternative 1: Approve draft Exclusive Negotiating Agreement with The Related Companies of California, LLC for the development of the affordable housing project on Block 15; and authorize the City Manager to sign it in final form substantially consistent with Attachment 1 to the report and as approved by the City Attorney.

Alternative 1 has been developed consistent with prior Council direction for this site. Staff and The

Related Companies of California have spent considerable time and effort to implement the Council's direction and vision for this key City property in order to add a significant number of workforce and special needs housing units to the City's existing restricted affordable housing stock. The project contemplated by the ENA would allow current lower-income and special needs households and/or local workers to live in this "high opportunity" neighborhood near multiple job opportunities, multi-modal transit options, good schools, services and amenities in downtown Sunnyvale and elsewhere in the vicinity. The recommended action is one more step toward the Council's goal to prevent displacement, improve the local jobs-housing balance, and provide a variety of sustainable housing options affordable to various income levels in the heart of Silicon Valley.

Prepared by: Shila Behzadiaria, Assistant Planner

Reviewed by: Suzanne Isé, Housing Officer

Reviewed by: Trudi Ryan, Director, Community Development Department

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

ATTACHMENT

 Draft Exclusive Negotiating Agreement between the City of Sunnyvale and Related California LLC

EXCLUSIVE NEGOTIATING AGREEMENT BY AND BETWEEN THE CITY OF SUNNYVALE AND RELATED CALIFORNIA LLC

This EXCLUSIVE NEGOTIATING AGREEMENT ("Agreement") is entered as of ______, 2017 (the "Effective Date"), by and between the City of Sunnyvale, a California municipal corporation ("City"), and The Related Companies of California, LLC, a California limited liability company ("Developer"), based on the terms and provisions set forth below. The City and Developer may sometimes be referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. The City owns or controls certain real property located between Mathilda and lowa Avenues and Charles Street within the city of Sunnyvale, California, commonly referred to as the Block 15 Affordable Housing site (the "<u>Property</u>"). The Property has an area of approximately 1.44 acres and is more particularly described in Exhibit "A", attached hereto; and
- B. It is the intent of the City that the Property be developed in a manner consistent with the City's Downtown Specific Plan, General Plan and zoning codes in order to meet the City's goal to provide an apartment project of approximately 80-100 affordable rental units and ancillary commercial and amenity uses, with high quality architecture and site design, consistent with the context and character of the surrounding neighborhood that best serves the public good, meets local affordable housing needs, and makes the best public use of a valuable City asset, as further described in the City's Request for Proposals dated April 15, 2016 (the "Project"); and
- C. The City has selected Developer to develop the Property through completion of a competitive procurement process (Request for Proposals or RFP) conducted in May through September of 2016. Selection of Developer was made in part on the basis of its proposal submitted pursuant to the RFP ("Proposal") to complete and manage the Project with several collaborating partners (Housing Choices Coalition, a California nonprofit public benefit corporation, and Affordable Housing Access, a California nonprofit public benefit corporation, collectively the "Collaborating Partners"); and
- D. The Developer desires to obtain an exclusive right to negotiate the long term lease of the property from the City for the development of the Project; and
- E. The City believes that by facilitating the creation of housing affordable to lower-income households, as defined by State law, in a transit-oriented development with ancillary commercial and amenity uses, and by redeveloping a significant portion of Block 15 within the Downtown Specific Plan, the Project will benefit the City; and
- F. The City currently leases two of several existing dwelling units located on the Property, at addresses 406 Charles Street and 377 Mathilda Avenue, to two tenant households ("<u>Current Tenants</u>") on a month-to-month basis. It shall be the Developer's responsibility to provide adequate noticing and relocation assistance, at Developer's expense, to the Current

EXCLUSIVE NEGOTIATING AGREEMENT BY AND BETWEEN THE CITY OF SUNNYVALE AND RELATED CALIFORNIA LLC

Tenants consistent with California relocation law (and federal law, if federal funding of the Project is contemplated), and current best practices in a residential relocation; and

- G. The Downtown Specific Plan calls for aggregation or merger of smaller lots in order to create one or more adequate sites for development meeting the standards and densities allowed in the Plan area. For this reason, the Project site includes six existing contiguous parcels (APNs 165-130-74, 165-130-46, 165-130-68, 165-130-45, 165-130-73, and 165-130-69 as shown in Exhibit "A"); and
- H. The Developer's Proposal, which is on file with the City Housing Division, the entirety of which is incorporated herein by reference, includes the development of approximately 92 units of affordable rental housing and related interior and exterior amenities on the Property, with approximately 5,000 square feet of commercial space on the corner of Mathilda and Iowa Avenues; and
- I. The Proposal includes a proposed budget for financing the Project using various local, regional, state, federal, and/or private sources of affordable housing funding, as well as a certain amount of Developer's own resources to fund certain pre-development expenses, and all development costs associated with the development of the Project, at no cost or liability to the City; and
- J. The Developer's planning efforts and pre-development activities, such as conducting due diligence, community outreach, site demolition, clearance, and relocation planning, will be the sole responsibility of Developer, and will inform and be informed by the City of Sunnyvale, local residents and stakeholders, the Downtown Specific Plan, and related City codes, plans, and policies; and
- K. Based on the above facts and circumstances and based on the qualifications of Developer and its Collaborative Partners, the contents of Developer's Proposal and information obtained through follow-up interviews with Developer, the City is willing to enter into an agreement to negotiate exclusively the terms of the long term ground lease of the Property to the Developer for development of the Project.

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants, and provisions set forth below, the receipt and adequacy of which consideration is acknowledged, the Developer and the City agree as follows.

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

EXCLUSIVE NEGOTIATING AGREEMENT BY AND BETWEEN THE CITY OF SUNNYVALE AND RELATED CALIFORNIA LLC

ARTICLE 1.

RIGHT OF EXCLUSIVE NEGOTIATIONS

Section 1.1 Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be three hundred sixty five (365) days, commencing on the Effective Date of this Agreement, subject to extension by mutual agreement of the Parties in writing. The Negotiating Period may be extended on the City's behalf for up to an additional one hundred eighty (180) days by the City Manager if, in the City Manager's sole judgment, sufficient progress toward mutually acceptable agreements and covenants related to the construction of the project ("Project Agreements") regarding the Property and the Project has been made during the initial three hundred sixty five (365)-day negotiating period to merit an extension. The Negotiating Period may be extended or modified beyond the extension described in the preceding sentence only by formal action of the City Council.

If the Project Agreements have not been executed by the City and the Developer by the expiration of the Negotiating Period (including any extension pursuant to the preceding paragraph), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, excepting (a) any provision of this Agreement that is specified to survive termination shall remain in effect, and (b) any amount of the Deposit (as defined below) remaining at the expiration of the Negotiating Period shall be returned to Developer unless the failure to execute the Project Documents is a direct result of a breach by the Developer, in which case the City shall retain the Deposit. If the Project Agreements are executed by the City and the Developer, then, upon execution of the Project Agreements, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed Project Agreements.

Section 1.2 <u>Good Faith Negotiations.</u> The City and the Developer agree, for the Negotiating Period described in Section 1.1, to work cooperatively and in good faith to make a preliminary feasibility determination and, if the Project is determined to be feasible and desirable by both Parties, to negotiate diligently and in good faith the terms of the Project Agreements for the construction of the Project on the Property. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2.

Among the primary issues to be addressed in the negotiations are the following:

- (i) The size, scale, and design of the Project and its components (residential units, number of special needs units, commercial space, common amenities, open space, parking), on- and off-site improvements, on-site services and programs, site and/or neighborhood transit, bike, and/or pedestrian linkages and/or related community benefits ("Project Description");
- (ii) The land use approvals necessary for the Project, including environmental review;
- (iii) The number of dwelling units, the levels of housing affordability and/or special needs units required, marketing and tenant selection plans, and the nature of

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affordability controls required by the City, as further set forth in a regulatory agreement to be recorded against title to the Property prior to issuance of building permits;

- (iv) The physical and land title conditions of the Property, remediation of any adverse environmental conditions, site clearance and tenant relocation;
- (v) The timeline for development of the Project;
- (vi) Financing plan and feasibility of the Project, including negotiation of Developer's requested financing from one or more of the City's Housing special revenue funds ("<u>City Funding</u>") in addition to other proposed sources;
- (vii) Ground lease price, payment terms, and conditions of lease, and
- (viii) Any other related matters that may be identified by either Party.

The City shall provide Developer with copies of all reports (including, without limitation, Phase I environmental site assessments and soils reports), studies, analyses, surveys, current leases and similar documents relating to the Property in the City's possession or reasonably available to the City within twenty (20) days from the Effective Date to facilitate the negotiations (the "City Deliverables").

Section 1.3 <u>Exclusive Negotiations.</u> During the Negotiating Period (as the Negotiating Period may be extended pursuant to Section 1.1), the City shall not negotiate with any entity other than the Developer regarding development of the Property, or solicit or entertain bids or proposals to do so.

Good Faith Deposit for Project Predevelopment Costs. In consideration Section 1.4 for this Agreement, Developer agrees to make concurrently with the execution of this Agreement by the Parties, a one-time good faith deposit of One Hundred Thousand Dollars (\$100,000) in an escrow account established with Fidelity National Title Insurance Company (the "Escrow Account") to provide for Project predevelopment costs to be incurred by Developer following execution of this Agreement. The Escrow Account will be subject to instructions prepared by Fidelity National Title Insurance Company that will be reviewed and approved by the Parties. The Developer shall prepare a budget listing the predevelopment expenses it intends to incur (including but not limited to costs for initial due diligence studies, design, entitlements, hazmat investigations, appraisals, relocation plans, demolition and/or site security measures, and any related predevelopment costs but not including Developer's internal staff costs), which will be attached to this Agreement as Exhibit "D" (the "Predevelopment Budget"). It is understood by the Parties that the total predevelopment costs may exceed the \$100,000 good faith deposit. Provided the Developer incurs a predevelopment expense that conforms to the Predevelopment Budget, the Developer may withdraw funds directly from the Escrow Account without advance authorization by the City but with written notice to the City within 5 days of withdrawal. City is entitled to review all documents during the predevelopment period including, but not limited to, hazmat investigations and property appraisals.

Section 1.5 <u>Identification of Developer's Representative.</u> The Developer's representative for negotiations with the City is William A. Witte, Chairman and CEO. The

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Developer shall make full disclosure to the City of all information pertinent to the ownership, control, and financial capacity of the development entity that is proposed to serve as Developer under the Project Agreements, including, but not limited to, any members of any partnership entity proposed to own and/or operate the project, as well as the Collaborating Partners. The Developer's representative may be modified only upon written notice to the City in accordance with Section 3.2.

Section 1.6 <u>Actions by the City.</u> The City Manager or his/her designee is the City's representative for all purposes under this Agreement. The City Manager or his/her designee is authorized to confer any consents or approvals required by City under this Agreement, except where this Agreement specifies that approval by the City Council is required.

ARTICLE 2. NEGOTIATION TASKS

- Section 2.1 Overview. To facilitate negotiation of the Project Agreements, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable Project Agreements prior to the expiration of the Negotiating Period. Within thirty (30) days after the Effective Date, the Parties shall meet and mutually agree upon the responsibilities of the Parties and schedule needed to complete the negotiation tasks listed in this Article 2 within the Negotiating Period (the "Timeline").
- Section 2.2 <u>Community Engagement Plan.</u> Developer will provide a proposed Community Engagement Plan (CEP) for obtaining community input on the design and plans for the proposed Project within thirty (30) days from the Effective Date. A summary of the terms of the draft CEP is provided in Exhibit B. Developer shall update, expand upon, and/or refine as necessary the Community Engagement Plan and submit a final Plan to City for approval prior to execution of the Project Agreements.
- Section 2.3 <u>Due Diligence.</u> The Developer shall conduct due diligence activities it deems necessary to provide Developer with sufficient information to determine the feasibility of the Project, including but not limited to permitting and environmental requirements, soils, hazardous materials, infrastructure, tenant relocation matters, demolition and site clearance, appraised value, and title adequacy.
 - (a) Physical Adequacy Determination. The Developer shall have one hundred and eighty (180) days from the Effective Date of this Agreement (the "Due Diligence Period") to determine whether the Property is suitable for the Project, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed Project improvements, infrastructure, the planning requirements imposed on developments of this type, and the other environmental and regulatory factors that the Developer deems relevant. The executed Project Agreements shall not provide for an additional opportunity for the Developer to determine the physical suitability of the Property or for the Developer to

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terminate any of the Project Agreements as a result of the purported physical unsuitability of the Property (unless that unsuitability arises solely from an event occurring subsequent to the execution of the Project Agreements and not caused by Developer).

- (b) Right of Entry. The City shall afford authorized representatives of the Developer access to the Property for the physical adequacy determination as provided in the Right of Entry Agreement attached to this Agreement as Exhibit C. In connection with entry onto the Property, Developer shall agree to indemnify, defend and hold harmless the City, its agents, officers, employees as more fully in Exhibit C.
- (c) <u>Title Adequacy Determination.</u> Developer shall request, with City's permission, a reputable title company located within Santa Clara County to issue a Preliminary Title Report (the "<u>Report</u>") for the Property. The Timeline shall include dates by which the Developer must object to any exception appearing on the Report and for resolution of those objections.
- Section 2.4 Preliminary Plan. Consistent with the Community Engagement Plan and in accordance with the Timeline, the Developer shall submit to the City a proposed conceptual development program (the "Preliminary Plan") for the Project, similar to that contained in the Proposal but with any necessary updates and/or additional detail that includes: (a) a detailed description of the proposed project, including the number and size of dwelling units, square footage of any non-residential spaces by type of use (commercial or amenity) and common area open spaces; (b) a proposed development schedule; (c) proposed housing affordability levels, number and type of any special needs units, and the nature of affordability controls, consistent with City standards and policies; (d) a preliminary financing plan with estimated development budget and operating pro forma; and (e) a preliminary site plan. The preliminary site plan shall show the general location of the proposed buildings, landscaping, and site improvements; the massing of any proposed buildings; driveways, sidewalks, public rights of way, parking, and points of ingress and egress; and any other proposed improvements to be constructed as part of the Project.
- Section 2.5 <u>Financing and Costs of Development.</u> In accordance with the Timeline, the Developer shall prepare a detailed financial analysis for the Project concurrently with submittal of an application for the Planning Approvals containing, among other matters, a development budget, including all costs; an operating pro forma; and housing affordability levels supported by the Project (the "<u>Financing Plan</u>"). The Financing Plan shall identify the sources of funding for each phase, or component, of the Project, including but not limited to all proposed sources of debt and equity to be utilized for the Project. The Financing Plan may be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Project and to assist the Parties in negotiating the terms of the Ground Lease of the Property and/or the terms of the City Financing for the Project.
- Section 2.6 <u>Submittal of Application for Planning Approvals.</u> The Developer acknowledges that the Project will require discretionary approvals and entitlements from the City

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(the "Planning Approvals"). Developer and the City shall determine the necessary entitlements for the Project, and in accordance with the Timeline, the Developer shall submit complete applications to the City for the necessary approvals. The Developer shall be responsible for the payment of all application fees associated with the Planning Approvals.

Section 2.7 <u>Environmental Review.</u> It is the intent of the City and the Developer that any required environmental review for the Planning Approvals and the Project Agreements shall be prepared in a coordinated manner so that the Planning Approvals and the Project Agreements may be reviewed concurrently. The City shall prepare or cause to be prepared any and all environmental documentation related to the Planning Approvals and the Project Agreements that may be required under the California Environmental Quality Act ("<u>CEQA</u>"); provided that nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to any applicable CEQA documentation. In accordance with the Timeline, the Developer shall provide all information about the Project that may be required to enable the City to prepare or cause preparation and consideration of any CEQA required document and shall otherwise generally cooperate with the City to complete this task. The Developer shall be responsible for the payment of all usual City fees, special studies and costs associated with the environmental review of the Planning Approvals and the Project Agreements.

Section 2.8 City Discretion.

- Nothing in this Agreement shall obligate the City to exercise its discretion regarding the Project in any particular manner. Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any Planning Approvals or the Project Agreements or any required permits, applications, maps, or any City financing commitment to the Project, and in no way limits the discretion of the City in the permit and approval process. Developer acknowledges that approval, conditional approval, or disapproval of the Planning Approvals and the Project Agreements following completion of the environmental review process is within the sole and exclusive discretion of the City without limitation by or consideration of the terms of this Agreement; that the City may not make any commitment to any particular development before it completes environmental review; that the City may not commit to planning and zoning approvals by contract; and that the City makes no representation regarding the ability or willingness of the City to approve the Planning Approvals or the Project, nor any representation regarding the imposition of any mitigation measures or other conditions of approval. In addition, the Developer acknowledges that other local, state or federal agencies may require additional entitlements, including environmental review, and that any approval by the City does not bind any other local, state or federal agency.
- (b) The Parties recognize that the City has the sole discretion and right to terminate this Agreement without fault or default if City, in good faith, determines not to approve the Planning Approvals or the Project Agreements for the Project; provided, however, if the City elects to terminate this Agreement pursuant to this Section (b), the

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Developer shall be entitled to the release of the unexpended portion of the Good Faith Deposit from the Escrow Account. The City shall reasonably cooperate with Developer to obtain such release if necessary. Upon termination for this reason, neither Party shall have any further rights or obligations under this Agreement, except that any provisions of this Agreement that are specified to survive termination shall remain in effect and binding upon the Parties.

Section 2.9 Reports. Provided the Developer has obtained the release of the unexpended Good Faith Deposit from the Escrow Account if the City fails to approve the Planning Approvals or the Project Agreements through no fault of the Developer, the Developer shall provide the City with copies of the final versions of all reports, studies, analyses, and similar documents prepared on behalf of the Developer with respect to the due diligence review completed pursuant to Section 2.3 of this Agreement, without representation or warranty as to their accuracy or completeness. The City shall provide the Developer with copies of the City Deliverables, exclusive of detailed property appraisals, prepared or commissioned by the City with respect to the Property, within twenty (20) days following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

Section 2.10 <u>Organizational Documents.</u> Concurrent with the execution of this Agreement, the Developer shall provide the City with copies of all organizational documents evidencing that the Developer exists as a legal entity in good standing to perform its obligations under this Agreement.

Section 2.11 <u>Progress Reports.</u> From time to time as reasonably agreed upon by the Parties, each Party shall make oral or written progress reports advising the other Party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Project.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 <u>Limitation on Effect of Agreement.</u> This Agreement shall not obligate the City or the Developer to enter into the Project Agreements regarding the Property or Project. By execution of this Agreement, the City is not committing itself to or agreeing to undertake disposition of the Property. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding the execution of the Project Agreements and all proceedings and decisions in connection therewith. The Project Agreements resulting from negotiations pursuant to this Agreement shall become effective only if and after such Project Agreements has been considered and approved by the City Council, following conduct of all legally required procedures, and executed by duly authorized representatives of the City and the Developer. Until and unless the Project Agreements are

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signed by the Developer, approved by the City Council, and executed by the City, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into the Project Agreements or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document.

Section 3.2 <u>Notices.</u> Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

Notices to the City:

City of Sunnyvale
Community Development Department
Housing Division
Attn: Housing Officer
PO Box 3707
Sunnyvale, CA 94088

With copy to:

City of Sunnyvale
Office of the City Attorney
Attn: City Attorney
PO Box 3707
Sunnyvale, CA 94088
Telephone: 408-730-2700

Telephone: 408-730-7250

Notices to Developer:

Related California Attn: William A. Witte 44 Montgomery Street, Suite 1300 San Francisco, CA 94104 Phone: 415-677-9000

With copy to:

Related California Attn: Frank Cardone 18201 Von Karman Avenue, Suite 900 Irvine, CA 92612

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Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

- Section 3.3 <u>Waiver of *Lis Pendens*.</u> It is expressly understood and agreed by the Parties that no *lis pendens* shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from it.
- Section 3.4 <u>Costs and Expenses.</u> Each Party shall be responsible for its owns costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement and the performance of each Party's obligations under this Agreement, except as otherwise agreed in writing by the Parties.
- Section 3.5 No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or the Project Agreements resulting from this Agreement. The City represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer shall defend and hold the City harmless from any claims by any broker, agent, or finder retained by the Developer.
- Section 3.6 <u>Indemnification</u>. Developer hereby covenants, on behalf of itself and any permitted successors and assigns, to indemnify, hold harmless and defend the City and its respective elected and appointed officials, officers, agents, representatives and employees (all of the foregoing, "<u>Indemnitees</u>") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) arising solely out of or in connection with Developer's negligent activities on the Property undertaken pursuant to this Agreement, and only to the extent of Developer's negligence; provided however, Developer shall have no indemnification obligation with respect to the active negligence or willful misconduct of any Indemnitee. Developer's indemnification obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.
- Section 3.6 <u>Non-liability of Agency Officials and Employees.</u> No member, official, employee, or contractor of the City shall be personally liable to the Developer in the event of any default or breach by City or for any amount which may become due to Developer or on any obligations under the terms of the Agreement.

Section 3.7 Defaults and Remedies

(a) <u>Default.</u> Failure by either Party to negotiate in good faith as provided in this Agreement or to perform a material obligation under this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) days after receipt by the defaulting

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Party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b); provided, however, if a default is not capable of curing within the fifteen (15) day period, then the defaulting Party will not be in default if it commences a cure within the fifteen (15) day period and diligently prosecutes the cure to completion.

(b) Remedies.

- (1) In the event of an uncured default by a Party, the non-defaulting Party's sole remedy shall be to terminate this Agreement. Following such termination, neither Party shall have any further right, remedy or obligation under this Agreement, except that the Developer's indemnification obligations pursuant to Section 3.6 and pursuant to the Right of Entry, and City's obligation to cooperate with the release to Developer of any remaining portion of the Good Faith Deposit described in Section 1.4 from the Escrow Account.
- (2) In no event shall either Party be entitled to damages of any kind in the event of termination of this Agreement. Except as expressly provided in subparagraph (b)(1) of this Section 3.7, neither Party shall have any liability to the other Party for damages arising out of or related to performance under this Agreement or otherwise for any default, nor shall either Party have any other claims with respect to performance or default under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.
- (3) Developer acknowledges that there is a risk that, subsequent to the execution of this Agreement, it will discover, incur or suffer loss, damages or injuries in connection with this Agreement which are unknown or unanticipated at the time that this Agreement is executed. Developer hereby assumes this risk and understands that the limitations on remedies set forth in this Agreement shall apply to all unknown or unanticipated losses, damages or injuries related or arising from this Agreement, as well as those known and anticipated.
- Section 3.8 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.
- Section 3.9 <u>Entire Agreement.</u> This Agreement, including all exhibits, constitutes the entire agreement of the Parties regarding the subject matters of this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged in this Agreement and shall be of no further force or effect.
- Section 3.10 <u>Interpretation.</u> The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for

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purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

- Section 3.11 <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- Section 3.12 <u>Assignment.</u> City is entering into this Agreement based on the experience, skill, and ability to perform of Developer. This Agreement, and any portion thereof, shall not be assigned or transferred without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- Section 3.13 <u>No Third Party Beneficiaries.</u> This Agreement is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this Agreement.
- Section 3.14 <u>Developer Not an Agent.</u> Nothing in this Agreement shall be deemed to appoint Developer as an agent for or representative of the City, and Developer is not authorized to act on behalf of the City with respect to any matters except those specifically set forth in this Agreement. The City shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Developer, whether arising from actions under this Agreement or otherwise.
- Section 3.15 <u>Severability.</u> In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.
- Section 3.16 <u>Time Is of the Essence.</u> Time is of the essence for each of the Parties' obligations under this Agreement.
- Section 3.17 <u>Venue.</u> Venue for any dispute arising out of this Agreement shall be the Superior Court of Santa Clara County, California and the parties consent to the jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- Section 3.18 <u>Confidentiality.</u> Developer acknowledges and agrees that the City is a public entity and subject to the California Public Records Act (Government Code Section 6250 et seq.) and any information provided by the Developer to the City with respect to the Property, the Project or Developer are "public records" under the Act and may be subject to disclosure to the public. With respect to any information provided that the Developer reasonably deems and clearly marks as a trade secret or proprietary and confidential in nature, the City agrees to exercise their best efforts to keep such information confidential to the extent allowed by law. City

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will endeavor to notify Developer of any request made for records related to the Project when the request for the records allows adequate time to provide such notice. If Developer disagrees with City's determination to release records pursuant to a public records request, Developer shall have the right to file a reverse Public Records Act lawsuit to prevent City from releasing the requested document(s).

In the event City is required to defend an action under the California Public Records Act with regard to a request for disclosure of any of the documents or reports marked "Confidential," "Trade Secrets" or "Proprietary" by Developer, and only if Developer directs City to pursue such a defense, Developer agrees to defend and indemnify City from all costs and expenses of such defense, including reasonable attorney's fees of City or attorney's fees awarded by a court arising out of such action.

City's failure to correctly determine the applicability or inapplicability of an exemption to the Act shall not constitute a breach of this Agreement.

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 3.19 <u>Conflict of Interest.</u> Developer shall avoid all conflicts of interest, or appearance of conflict, in performing the obligations under this Agreement and shall notify City of any facts that may give rise to a conflict of interest. Developer is aware of the prohibition that no officer or employee of City shall have any interest, direct or indirect, in the Agreement or in the proceeds thereof.

Section 3.20 News and Information Release. Developer agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

Section 3.21 <u>Authority.</u> The person signing this Agreement for Developer hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Developer.

Section 3.22 <u>Exhibits.</u> The following exhibits are attached to this Agreement and incorporated herein as though set forth in full for all purposes:

Exhibit A: General Description and APNs of the Property

Exhibit B: Community Engagement Plan **Exhibit C**: Right of Entry Agreement

Exhibit D: Predevelopment Budget

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

CITY:	
City of Sunnyvale, a California municipal corporation	
By: Deanna J. Santana, City Manager	
	APPROVED AS TO FORM:
	By: John A. Nagel, City Attorney
DEVELOPER:	
The Related Companies of California, LLC, a California limited liability company	
By: William A. Witte, Chairman and CEO	

ATTACHMENT 1
DRAFT ENA

Exhibit A

General Description and APNs of the Property

The Property includes the following parcels in the City of Sunnyvale, within Santa Clara County, California:

Situs Address(es)	Assessor's Parcel Number (APN)
388 Charles St., Sunnyvale CA 94086	165-130-74
396 Charles St., Sunnyvale CA 94086	165-130-46
397 S. Mathilda Ave., Sunnyvale CA 94086	165-130-68
402 Charles St., Sunnyvale CA 94086	165-130-45
406 Charles St. and 407 S. Mathilda Ave., Sunnyvale CA 94086	165-130-73
403 S. Mathilda Ave. Sunnyvale CA 94086	165-130-69

Exhibit B

Community Engagement Plan

Provided below is a summary of the terms of the Community Engagement Plan (CEP). The Developer will submit the CEP to the City within thirty (30) days from the Effective Date of this agreement. This summary will serve as a starting point for the development of the CEP that will include a specific outreach milestones, timeline, outreach methods, and stakeholders/target audience.

Throughout the project timeline the Developer will invest time and resources in creating long term community relationships and involving community members in planning and designing a project that meets the needs of the community and the future residents. It is important to incorporate the local community into the development process because:

- It is a respectful way of working in the community;
- The development will be better conceived, designed and executed;
- Formal public approval processes are facilitated;
- · The neighborhood is better served; and
- It lays the foundation for the development to be accountably managed and for future work in the community.

Developer and team will be careful to avoid defining the project's surrounding community too narrowly or targeting only selected groups. An "open door" policy will be implemented, allowing participation of any interested individual or group. Targeted community participants will include but be limited to:

- Local residents
- Local Business
- Neighborhood Associations (Charles Street 100, Cherry Orchard Neighbors, Cumberland South, Cumberland West, Heritage District, SunnyArts, and Washington Park)
- Service Organizations (West Valley Community Services, Sunnyvale Community Services)
- Sunnyvale School District, and other civic, and non-governmental organizations (Charles Street Gardens, Kiwanis Aktion Club, Silicon Valley at Home)
- Local officials from Sunnyvale and Santa Clara County
- Employees living in the area
- Neighborhood Organizations

Community involvement will be facilitated through:

- Early meetings with neighborhood associations and residents;
- Conversations with City leaders and staff;
- Established participation in a collaborative and plan making structure with design team

- Project design meetings that are based on respect for the community's input and includes clear communication of expectations and constraints;
- Provided tours of other affordable properties in the county or owned/developed by Developer;
- Informational meetings/outreach materials to update stakeholders informing of anticipated milestones in the development process where the community will provide input;
- Community meetings and written communication throughout the development process to allow for structured opportunities for accountability to the community.
- Regular Developer attendance to neighborhood, community, and association Meetings
- A continued open dialogue with community stakeholders.

Through the design process, the Developer will establish meaningful dialogue with participants by providing background, information and updates regarding the proposed project. This outreach and engagement will help participants identify issues that are relevant and important to them and inform our project design as it evolves. This component of the CEP will include the following activities/discussions:

- Provide background information regarding the existing site, including previous use, size, and footprint of new project.
- Background on the Team which includes company background and experience.
- In addition to project concept, height, unit size, target income levels, rent levels, property management, development schedule, job creation, effect on property values etc.
- How the project relates to the surrounding community from a design standpoint and density, etc.

Exhibit C

Right of Entry Agreement

This Right of Entry Agreement ("Right of Entry") is entered as of ________, 2017 (the "Effective Date"), by and between the City of Sunnyvale, a California municipal corporation ("City"), and The Related Companies of California, LLC, a California limited liability company ("Developer"), based on the terms and provisions set forth below. The City and Developer may sometimes be referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. The City owns certain real property located between Mathilda and Iowa Avenues and Charles Street within the city of Sunnyvale, California, commonly referred to as the Block 15 Affordable Housing site (the "Property"). The Property has an area of approximately 1.44 acres and is more particularly described in Exhibit "A", attached hereto; and
- B. The Parties have entered into an Exclusive Negotiating Agreement ("ENA") dated _______, 2017, which obligates the Parties to negotiate for a period of one year the long-term lease of the Property for the development of an affordable housing project; and
- C. The Developer desires the City's permission to enter on to the Property during the term of the ENA in order to conduct predevelopment activities as part of Developer's due diligence; and
- D. The Parties acknowledges that the grant of this Right of Entry onto the Property does not in any way obligate the Parties to enter into a long-term lease and construct an affordable housing project.

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants, and provisions set forth below, the receipt and adequacy of which consideration is acknowledged, the Developer and the City agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

- Section 1. <u>Right of Entry</u>. The City hereby grants to the Developer and its agents, employees and contractors the temporary right to enter onto the Property for the sole purpose of performing investigations, studies, demolition, site security measures and environmental testing related to the development of an affordable housing project on the Property.
- Section 2. <u>Term.</u> The term of this Right of Entry shall commence on the Effective Date for a period of one (1) year or upon termination of the ENA, whichever date is earlier. The term may be extended by mutual written agreement between the Parties.

- Section 3. <u>Liens</u>. Developer shall not permit to be placed against the Property, or any part thereof, any design professional, mechanic, contractor or subcontractor lien with regard to Developer's actions upon the Property.
- Section 4. <u>Current Tenants</u>. The City currently leases two of several existing dwelling units located on the Property, at addresses 406 Charles Street and 377 Mathilda Avenue, to two tenant households ("Current Tenants") on a month-to-month basis. It shall be the Developer's responsibility to provide adequate notice to the Current Tenants if any Developer activities may disturb or infringe upon the rights of the Current Tenants.
- Section 5. <u>Indemnification</u>. Developer hereby agrees to indemnify, defend, assume all liability for and hold harmless the City and its officers, employees, agents and representatives ("Indemnitees") from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by Developer's activities on the Property pursuant to this Right of Entry or arising out of or in connection with such activities, whether such activities or performance thereof is by Developer or anyone directly or indirectly employed or under contract with Developer, and whether such damage or claim shall accrue or be discovered before or after the termination of this Right of Entry; provided, however, Developer's indemnity shall not apply with respect to (a) the active negligence or willful misconduct of any Indemnitee, or (b) any preexisting conditions (unless aggravated by the negligence of Developer or its contractors or consultants). The Developer's indemnification obligations set forth in this paragraph shall survive the expiration or termination of this Right of Entry.
- Section 6. <u>Compliance with Laws/Permits</u>. Developer shall, in all activities undertaken pursuant to this Right of Entry, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Developer, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Developer desires to conduct or have conducted pursuant to this Right of Entry.
- Section 7. <u>Inspection</u>. The City may enter and inspect the Property or any portion thereof at any time to verify Developer's compliance with the terms and conditions of this Right of Entry.
- Section 8. <u>No Real Property Interest</u>. It is expressly understood that this Right of Entry does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to Developer.
- Section 9. <u>Attorneys' Fees.</u> In the event of a dispute between the parties with respect to the terms or conditions of this Right of Entry, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.
- Section 10. <u>Revocable License and Termination</u>. Notwithstanding any sums expended by Developer in furtherance of this Right of Entry, the rights granted herein are revocable and may

be terminated by the City in conjunction with the City's termination of the ENA pursuant to the terms thereof.

Section 11. Restoration of the Property. Upon the termination of this Right of Entry, Developer shall, at its own cost and expense, restore the Property to the same condition in which it was prior to entry. In case Developer shall fail to restore the Property to its prior condition within ten (10) business days after the effective date of the termination, the City may proceed with such work at the expense of Developer.

Section 12. <u>Counterparts</u>. This Right of Entry may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

CITY:	
City of Sunnyvale, a California municipal corporation	
By: Deanna J. Santana, City Manager	
	APPROVED AS TO FORM:
	By: City Attorney
DEVELOPER:	
The Related Companies of California, LLC, a California limited liability company	
By: William A. Witte, Chairman and CEO	

ATTACHMENT 1
DRAFT ENA

Exhibit D

Predevelopment Budget

Architect (Including consultants)	\$30,000
Environmental Engineering	\$10,000
Geotechnical Engineering / Civil Engineering / Survey	\$25,000
Application Fees (CEQA, Planning, etc.)	\$8,000
Appraisal	\$4,000
Community Outreach	\$5,000
Relocation Consultant	\$3,000
Other Consultants	\$5,000
Miscellaneous Costs / Contingency	\$10,000
TOTAL	\$100,000



City of Sunnyvale

Agenda Item

16-0992 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Approve Loan and Regulatory Agreements with MP Edwina Benner Associates, LP for a Loan of \$7.43 Million in Housing Mitigation Funds and a Loan of \$600,000 in HOME Funds for Edwina Benner Plaza Affordable Housing Development at 460 Persian Drive and Approve Budget Modification No. 31

BACKGROUND

The Benner Plaza project was initiated in early 2015. The project consists of a new 66-unit affordable rental housing development at 460 Persian Drive in Sunnyvale. MidPen Housing Corp., a non-profit affordable housing developer, initially requested City assistance for this project in response to a Request for Proposals (RFP) for Housing Mitigation Funds (HMF) issued by the Housing Division in early 2015. MP Edwina Benner Associations, LP (the "Borrower") is an affiliate of MidPen and the owner of the project. MP 460 Persian LLC, a wholly controlled affiliate of MidPen Housing, is the non-profit managing general partner of the limited partnership. The project, named Edwina Benner Plaza in honor of Sunnyvale's first female mayor, will cost nearly \$44,300,000 to develop, including approximately \$7 million land cost.

Prior City Actions

On March 17, 2015, Council approved a conditional award of \$5 million to MidPen to provide partial funding for the cost of acquiring the project site, located at 460 Persian Drive (RTC No. 15-0091).

On January 25, 2016, the Planning Commission approved a special development permit and adopted a mitigated negative declaration for the project (see Report to Planning Commission No. 15-0987 for detailed project description), which was the final approval of the planning permit and environmental review documents for the project.

On February 23, 2016 (RTC No. 15-0091), Council approved the terms for a \$5 million bridge loan to the Borrower, to be converted to a 55-year permanent loan at the time of closing on the construction loan. This action provided the final loan commitment and approved the loan terms for the same \$5 million conditional award to the project; shortly after, the bridge loan was closed, City security instruments were recorded against the property, and funds were disbursed to the Borrower for the land acquisition costs.

On May 3, 2016 (RTC No.16-0041), as part of the 2016 HUD Action Plan, Council allocated federal HOME and CDBG funds to MidPen related to Benner Plaza: a loan of \$600,000 in HOME funds for development of the housing project, and a grant of \$200,000 in CDBG funds for the Persian Drive sidewalk extension on City property, planned to provide bicycle and pedestrian linkages from the neighborhood to the bike/ped bridge into Moffett Park at Borregas Avenue.

In November 2016, MidPen secured the final funding commitment, an award of federal low-income housing tax credits (LIHTC), needed to fully fund the Benner Plaza project. MidPen recently applied for building permits and plans to close on the outstanding construction and subordinate loans, convert the City loan to permanent, and begin construction in mid-April 2017. MidPen did not receive the State "Cap-n-Trade" (AHSC) funds it had applied for jointly with the City, however, since it received the LIHTC award, those funds are no longer needed, except for the sidewalk extension project which still has a funding gap (as that was not eligible for LIHTC funds). The remaining outstanding conditions required to convert the bridge loan to permanent have been met or will be met prior to permanent loan closing. Other matching funds have been committed to the project by the County Office of Supportive Housing (OSH), the Silicon Valley Housing Trust, a limited partner tax credit investor (Bank of America), and operating subsidies have been committed by the Housing Authority of the County of Santa Clara (HACSC).

EXISTING POLICY

General Plan, Housing Element, Goal A

Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

Policy A.2: Facilitate the development of affordable housing through regulatory incentives and concessions, and/or financial assistance.

2015-2020 Sunnyvale Consolidated Plan

Goal A.1.a: Provide financial and/or technical assistance to qualified affordable housing developers for rehabilitation, construction and/or preservation of affordable rental housing and/or site acquisition.

ENVIRONMENTAL REVIEW

Staff prepared an initial study of the proposed housing project pursuant to the California Environmental Quality Act ("CEQA"), and a Mitigated Negative Declaration pursuant to Public Resources Code Section 21080(c) was adopted by the Planning Commission on January 25. 2016.

DISCUSSION

Two sets of agreements are attached for Council's review and approval. One set is for the HMF permanent loan (Attachments 1 and 2) and the other is for the HOME loan (Attachments 3 and 4). Each set includes a loan agreement and a regulatory agreement. Each loan will also have a promissory note and deed of trust in final form as approved by the City Attorney.

HMF Agreements

The proposed HMF Loan Agreement sets forth the terms of the City loan, including financing terms, disbursal requirements, and general requirements for the project. Although the existing funding commitment for the project was \$5 million, staff has drafted the agreement with a higher amount of \$7.43 million. The approval of a budget modification in the amount of \$2.43 million in additional funding is recommended to allow a greater number of units in the project to be open to Sunnyvale applicants (those who live or work in Sunnyvale). With the current funding commitments, only 32 of the units will be open to such applicants via lottery. The remaining units will be reserved for households referred directly by other funding agencies (OSH and HACSC) as explained below. With the additional \$2.43 million, an additional ten units will be open to Sunnyvale applicants, for a total of 42 units out of 66 in the project.

The proposed loan terms include three percent simple annual interest, fully deferred, with residual

receipt payments as defined in the note, due annually from any available "surplus" cash flow, and an affordability term of 55 years. The term of affordability runs with the land for the term, and does not terminate early if the loan is paid off early. The proposed Regulatory Agreement (**Attachment 2**) will restrict the units into three categories of affordability (extremely low, very low, and low), as shown in Exhibit D and defined within the Agreement. These restrictions are consistent with the tax credit restrictions which will be imposed by the State and those of other funders.

If Council approves the HMF Loan and Regulatory Agreements with MP Edwina Benner Associates, LP that are consistent with the conditional award loan amount of \$5 million (Alternative 2), then a budget modification will not be necessary.

HOME Agreements

The HOME loan agreement provides a loan of \$600,000 in federal HOME funds currently available to the City, and is similar in form to the HMF loan agreement, except with additional language regarding the federal HOME program and certain HOME-required clauses. The terms of the HOME loan are also very similar to those of the HMF loan except that the HOME loan is junior to the HMF loan, and includes some federal requirements. The proposed Regulatory Agreement (**Attachment 4**) will restrict three of the units as HOME units subject to ongoing federal requirements. The HOME units will be restricted at the very low income level. These restrictions overlay those of the other covenants on the property.

Other Funding Commitments

The project has been awarded an LIHTC reservation, a loan of \$2.350 million from OSH, funding from the Housing Trust, and an award of Section 8 project-based vouchers (PBV) from the HACSC for twenty-three of the units in the project. The funding sources and amounts are shown in Exhibit B to each of the Loan Agreements (Attachments 1 and 3).

Occupancy Restrictions

As negotiated between the various funding agencies, ten of the 23 PBV units will be reserved for very low income households on the Housing Authority's existing Section 8 waiting list who are at risk of homelessness. The remaining thirteen PBV units will be reserved for clients referred directly by OSH who are homeless with disabilities. The County has committed to pay for supportive services for the homeless tenants at an estimated cost of \$10,000 per unit per year. The remaining 42 units in the project will be available to general applicants, including Sunnyvale (live or work) applicants as well as the general public. A preference for Sunnyvale applicants will be applied to the 42 open units but not to the 23 PBV units. This is consistent with past practice on similar projects.

Status of the Persian Drive Sidewalk Extension Project

As noted above, there remains a funding gap for the sidewalk extension project, which was estimated by DPW to cost approximately \$1,000,000, including certain green features proposed by ESD. Because the sidewalk extension would complete a critical neighborhood linkage for pedestrians and bikers in this neighborhood, staff plans to recommend an additional \$472,000 in CDBG funds for the sidewalk extension in the 2017 Action Plan and projects budget, subject to availability of federal CDBG funds for FY 2017-18. ESD estimates approximately \$80,000 in grant funds may be available to retain the green features planned for this project. If all of these sources come through, approximately \$750,000 could be available for this project. Staff feels that the project could be modified to fit within this budget. This funding will be recommended as part of the forthcoming 2017 Action Plan and Projects Budget. If that funding is approved, DPW has requested and MidPen has

agreed to design and construct the project for the City concurrently with the Benner Plaza construction.

FISCAL IMPACT

The recommended action will not impact the City's General Fund. A \$5 million HMF allocation for this project was included in the FY 2015/16 Projects Budget and remains available for the project. The additional \$2.43 million would need to be allocated through the Budget Modification process. The HMF exists for the purpose of funding affordable housing projects such as Benner Plaza; staff finds that the recommended action is consistent with its purpose and various city policies regarding affordable housing.

Budget Modification No. 31 has been prepared to appropriate additional funding to 460 Persian Dr.: Loan for New Affordable Apartments by MidPen project.

Budget Modification No. 31 FY 2016/17

	Current	Increase/ (Decrease)	Revised
Housing Fund			
Reserves Below Market Rate In Lieu Reserve	\$3,731,821	(\$2,430,000)	\$1,300,821
Expenditures Project 831750 - 460 Persian Dr.: Loan for New Affordable Apartments by MidPen	\$5,000,000	\$2,430,000	\$7,243,000

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.

ALTERNATIVES

- 1. Approve Budget Modification No. 31 in the amount of \$2,430,000 and the HMF Loan and Regulatory Agreements with MP Edwina Benner Associates, LP, with a loan amount of \$7.43 million, in substantially the form provided in Attachments 1 and 2 to the report, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney.
- 2. Approve the HMF Loan and Regulatory Agreements with MP Edwina Benner Associates, LP in substantially the form provided in Attachments 1 and 2 to the report, that are consistent with the conditional award loan amount of \$5 million, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney.
- 3. Approve the HOME Loan and Regulatory Agreements with MP Edwina Benner Associates, LP in substantially the form provided in Attachments 3 and 4 to the report, with a loan amount of \$600,000, and authorize the City Manager to execute the Agreements in final form as

approved by the City Attorney.

RECOMMENDATION

Alternatives 1 and 3: 1) Approve Budget Modification No. 31 in the amount of \$2,430,000 and the HMF Loan and Regulatory Agreements with MP Edwina Benner Associates, LP, with a loan amount of \$7.43 million, in substantially the form provided in Attachments 1 and 2 to the report, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney; and 3) Approve the HOME Loan and Regulatory Agreements with MP Edwina Benner Associates, LP in substantially the form provided in Attachments 3 and 4 to the report, with a loan amount of \$600,000, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney.

While the project could begin construction as planned with the existing \$5 million HMF loan commitment provided by the City, staff recommends increasing the HMF loan amount by \$2.43 million in order to increase the number of units available to current Sunnyvale applicants (those living and working in the City) by 10 units from 32 to 42 units of 66 units available. The remainder of the units would be reserved for those referred directly from county-wide lists controlled by OSH and HACSC, which contain a very small percentage of Sunnyvale households, according to the most recent data available. These reservations apply not only to initial leasing of the units, but to vacancies that occur throughout the 55-year term of affordability, or for at least as long as the PBVs are made available by the HACSC (typically 30 years with option to renew).

The Benner Plaza project addresses the goals of the RFP, the City's General Plan and Housing Element, and related local and regional land use and housing policies and anti-displacement efforts. The recommended actions will help create affordable rental housing for lower-income households for at least 55 years. MidPen will provide 65 new affordable housing units to the City's affordable housing stock in an area that is adjacent to its largest employment center. With this action, the project will be able to begin construction in April 2017 and is planned for completion in late 2018.

Prepared by: Shila Behzadiaria, Assistant Planner

Reviewed by: Suzanne Isé, Housing Officer

Reviewed by: Trudi Ryan, Director, Community Development

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

ATTACHMENTS

- 1. HMF Loan Agreement
- 2. HMF Regulatory Agreement
- 3. HOME Loan Agreement
- 4. HOME Regulatory Agreement

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Sunnyvale Housing Division P.O. Box 3707 Sunnyvale, CA 94088-3707 Attn: Housing Officer

No fee for recording pursuant to Government Code Section 27383

APN: 110-29-028

PERMANENT LOAN AGREEMENT CITY OF SUNNYVALE HOUSING MITIGATION FUND EDWINA BENNER PLAZA

This Loan Agreement (the "Agreement") is made as of March _____, 2017 by and between the City of Sunnyvale, a municipal corporation (the "Lender"), and MP Edwina Benner Associates L.P., a California limited partnership (the "Borrower").

RECITALS

A. The Borrower has acquired, with the assistance of a Five Million Dollar (\$5,000,000) Bridge Loan from Lender (the "City Bridge Loan"), that certain real property located at **460 Persian Drive** in Sunnyvale, California as more particularly described in <u>Exhibit A</u> attached hereto (the "Property"), for the purpose of developing thereon an affordable rental housing project for Extremely Low, Very Low, and Low-Income households, as such income levels are defined in the Regulatory Agreement (collectively "Lower-Income Households").

- B. The Project consists of the construction of an apartment building with sixty-five (65) apartment units for Lower-Income Households, at least three (3) of which shall be reserved for Tenants with Special Needs, as defined in the Regulatory Agreement, and one (1) unrestricted Manager's Unit, with associated on- and off-site improvements and amenities in accordance with the plans submitted by Borrower as Planning Application 2015-7772 and approved by the City on January 25, 2016 (the "Project").
- C. As a condition of this Loan, the Borrower has agreed to execute and record a regulatory agreement (the "Regulatory Agreement") upon the conversion of the City Bridge Loan to a Permanent Loan, which is the subject of this Loan Agreement. The Regulatory Agreement will regulate the Property for the Term of the Loan as defined herein to ensure that the Units are occupied by and affordable to Lower-Income Households as described above.
- D. The Lender will oversee the Project to ensure that it conforms to the scope of work, project budget, project timeline, and that it meets all Lender and state housing and building codes.

NOW THEREFORE, in consideration of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, the Borrower and Lender hereby agree as follows:

ARTICLE 1 LOAN TERMS

- 1.1 <u>Loan Agreement</u>. The Lender agrees to loan and Borrower agrees to borrow an amount not to exceed Seven Million Four Hundred Thirty Thousand Dollars (\$7,430,000) of Sunnyvale Housing Mitigation Funds (the "Loan"), subject to the conditions and terms of this Agreement. The Loan shall be evidenced by a Promissory Note executed by Borrower that bears three percent (3%) interest, fully deferred, with a Term defined in Section 1.3 hereof (the "Note"), with residual receipts payable as provided in the Note, and secured by a deed of trust (the "Deed of Trust") and Regulatory Agreement recorded against the Property. This Agreement, the Note, the Deed of Trust and the Regulatory Agreement shall be collectively referred to as the "Loan Documents".
- 1.2 <u>Conditions of Funding</u>. The obligation of the Lender to disburse Loan proceeds under this Agreement is subject to the following conditions:
 - (a) There exists no Default nor any act, failure, omission or condition that would constitute a default under this Agreement or under the Bridge Loan Documents;
 - (b) The Borrower holds title to the Property at the time of disbursement of the Loan funds:
 - (c) A title insurer reasonable acceptable to the Lender is unconditionally and irrevocably committed to issuing an LP-1 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the Lender, and containing such endorsements as the Lender may reasonably require.
 - (d) Escrow instructions ("Escrow Instructions") prepared by the parties shall be delivered to and accepted by the title company. The Escrow Instructions shall be consistent with the terms of this Agreement and shall provide, among other matters, that prior to the Closing Date (as defined below):
 - (1) This Agreement shall be executed by the Borrower and the Lender and delivered to the Lender;
 - (2) The Note shall be executed by Borrower and delivered to the Lender;
 - (3) The Deed of Trust shall be executed by Borrower and recorded in the records of the County of Santa Clara (the "County");
 - (4) The Regulatory Agreement shall be executed by Borrower and the Lender and recorded in the records of the County;
 - (e) Any approval of this Agreement, the Note, the Deed of Trust, or the Regulatory Agreement contemplated by this Agreement that is required under the Loan Documents shall be delivered to the Lender, and any certification required by the Lender

with respect to the procurement of any such approval shall be delivered by Borrower to the Lender

- (f) Borrower shall provide the Lender with a resolution approving and authorizing execution of this Agreement and all documents contemplated hereby and with such other documentation required by the Lender regarding Borrower's status and authority to enter into this transaction.
- (g) Borrower shall provide the Lender with certificates of insurance, in form and with insurers admitted in California and acceptable to the Lender, evidencing compliance with the City's insurance requirements, as provided by the Lender on or prior to the Closing Date, and upon demand by Lender at any time subsequent. If requested by the Lender, Borrower shall also provide complete copies of the required insurance policies and bonds.
- (h) The closing contemplated by this Section and the Escrow Instructions shall occur within thirty (30) days of the date of execution of this Agreement, unless the parties agree to a different closing date (the "Closing Date").
- (i) The Lender has determined that the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that the Borrower has obtained in connection with the Project, are not less than the amount that is necessary to pay for the Project and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement.
- (j) The Lender has received a written draw request from the Borrower, including certification by the Borrower that the condition set forth in Section 1.4(a) is satisfied, requesting disbursement of the Loan funds in order to pay off the outstanding Principal under the City Bridge Loan as set forth in the Project Budget, included herein as **Exhibit B**. This draw request shall specify the amount of funds needed and a copy of the most recent loan statement(s) for any other loans encumbering the Property at that time. The Borrower shall apply all disbursements for the purpose requested.
- (k) Borrower shall provide Lender with evidence consisting of written, enforceable loan commitments, that all other funds needed to develop the Project ("Matching Funds") have been secured. Matching Funds secured by Borrower to date, not including the City loans, amount to approximately Thirty-Six Million Three Hundred Thousand Dollars (\$36,300,000), as shown in Exhibit B, Project Budget. Borrower shall be responsible for securing all Matching Funds needed to pay for Project development costs, consistent with the Project Budget and Project Description and Timeline, attached as Exhibits B and C to this Agreement.
- 1.3 <u>Term of Agreement</u>. The term of this Agreement (the "Term") shall commence upon execution of this Agreement and shall end the earlier of Fifty-Five (55) Years from the date on which the Project receives a Final Occupancy Certificate ("Occupancy") or December 31, 2075. All payments on the Loan shall become due and payable in full as set forth in the Note and no later than the end of the Loan Term.

1.4 Use of Funds.

- (a) The Borrower shall use the Loan Funds only to repay the City Bridge Loan and other Project costs (the "Permitted Use") as described in the Project Budget, attached hereto as <u>Exhibit B</u>.
- (b) The Borrower agrees to be liable for repayment of any disbursed Loan proceeds not utilized for the Permitted Use.
- 1.5 <u>Regulatory Agreement</u>. In connection herewith, the Borrower shall execute and record a Regulatory Agreement which shall regulate all Units of the Property to ensure that the units are occupied by and affordable to Lower-Income Households for not less than fifty-five (55) years from the date of Occupancy.
- 1.6 <u>Subordination</u>. The Loan Documents may be subordinated to the deed(s) of trust securing the construction and/or permanent private bank loan(s) in the approximate amounts set forth in the Project Budget (each, a "Senior Loan"), subject to the following conditions, but shall not be subordinated to any public entity (soft debt) loan:
 - (a) Borrower must demonstrate to the Lender's reasonable satisfaction that subordination of each Senior Loan deed of trust is necessary to secure adequate financing for the Project, including the operation of the Property as affordable rental housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the Lender, in addition to any other information reasonably required by the Lender, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate financing to ensure the viability of the Project, including any Project costs not included in the Budget, attached hereto as Exhibit B, and adequate financing for the Project would not be available without the proposed subordination.
 - (b) The subordination agreement(s) must be structured to minimize the risk that the Deed of Trust and/or Regulatory Agreement would be extinguished as a result of a foreclosure by the holder of the Senior Loan. To satisfy this requirement, the subordination agreement(s) must provide the Lender with adequate rights to cure any defaults by Borrower, including: (i) providing the Lender or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (ii) providing the Lender with a satisfactory cure period to cure any default.
 - (c) The subordination(s) described in this section may be effective only during the original term of the Senior Loan and any extension of its term approved in writing by the Lender.
 - (d) No subordination may limit the effect of the Deed of Trust and/or Regulatory Agreement before a foreclosure, nor require consent of the holder of the Senior Loan to exercise any remedies by the Lender under the Loan Documents but such subordination may require a notice period to Senior Loan holder before such exercise of remedies

(e) Upon a determination by the City Manager that the conditions in this Section have been satisfied, the City Manager or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

ARTICLE 2GENERAL REQUIREMENTS

- 2.1 <u>Rental Agreement</u>. Leases of Units must comply with the following requirements and any additional requirements set forth in the Regulatory Agreement:
 - (a) Tenant leases must be for not less than one year unless by mutual agreement between tenant and owner.
 - (b) Any termination of tenancy or refusal to renew a lease, with the exception of evictions or non-renewals for non-payment of rent, must be preceded by at least thirty (30) days written notice specifying the grounds for the action by the owner.
 - (c) Leases shall be in writing and may not contain the following prohibitive clauses:
 - (1) Agreement by the tenant to be sued.
 - (2) Statement that owner can confiscate tenant property.
 - (3) Statement excusing owner from legal responsibility.
 - (4) Statement that owner does not have to give notice when instituting a lawsuit.
 - (5) Agreement by the tenant to waive rights to a jury trial.
 - (6) Agreement by the tenant to waive rights to appeal a court decision.
 - (7) Agreement by the tenant to pay attorneys' fees if the tenant wins a court case.
 - (8) Agreement by the tenant to waive rights to civil court proceeding to defend eviction.
- 2.2 <u>Property Management</u>. During the term of this Agreement, Borrower shall maintain the Property in good repair and in a neat, clean and orderly condition and shall comply with all of the terms and provisions of the City permits issued for the Project. The Borrower must keep and maintain the Property in compliance with all applicable laws and Lender requirements as set forth in the Loan Documents for the duration of this Agreement, and shall not cause or allow the Property to be in violation of any federal, state or local laws, ordinances or regulations.
- 2.3 <u>Occupancy Procedures</u>. The Borrower shall submit, within 90 days of execution of this Agreement, a written Tenant Selection Plan for review and approval by Lender and any

subordinate lenders that contains policies and criteria for selecting Tenants of the Units that, at a minimum, and as further described in the Regulatory Agreement:

- (a) Are consistent with the purpose of providing housing for Lower-Income Households, with priority given, to the extent permitted by federal and state law and to the extent possible without conflicting with Section 4.2 herein or with any other Project funding sources (with respect to Units in the Project assisted with an operating subsidy from other funding sources), to those who live and/or work in Sunnyvale at time of application to reside in the Project ("Sunnyvale Applicants");
- (b) Are reasonably related to the eligibility criteria applicable to each category of Units in the Project, and the applicants' ability to perform the obligations of the lease; and
- (c) Provide for:
 - (i) The selection of tenants from a written waiting list generated by a lottery process, for initial occupancy, and thereafter to be added to as needed to fill vacancies in the chronological order in which applications are received and deemed eligible application, insofar as is practicable; and
 - (ii) The prompt written notification to any rejected applicant of the grounds for any rejection.
- 2.4 <u>Security Deposits</u>. Any security deposits collected by the Borrower or Borrower's agent shall be kept separate and apart from all other funds of the Property in a trust account with depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with California law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.
- 2.5 <u>Hazard and Liability Insurance</u>. The Borrower shall at all times cause the Property to be insured against loss by fire, flood, if in a flood zone, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the Lender. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the Lender. Property insurance policies shall name the Lender as an additional insured, as approved by the Lender. The foregoing shall not limit the obligations of Borrower pursuant to the Deed of Trust.
- 2.6 Indemnity and <u>Hold Harmless</u>. The Borrower and its successors in interest agree to indemnify, defend, and hold harmless the Lender and its agents, employees, volunteers and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorney's fees) arising from or in connection with the Borrower's construction, management, maintenance or operation of the Project; provided, however, the Borrower's obligations to indemnify and hold harmless shall not apply in the event of the Lender's gross negligence or willful

misconduct. The Borrower agrees to provide all costs of any necessary legal defense and all attorneys' fees incurred in defending any claim, whether or not actually filed in any court

- 2.7 <u>Annual Report</u>. The Borrower shall file with the Lender an annual report, no later than 120 days following the end of each calendar year. The report shall contain a certification by the Borrower as to such information as the Lender may then require including, but not limited to, the following:
 - (a) The substantial physical defects in the Property, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Borrower has taken in order to maintain the Property in a safe and sanitary condition in accordance with applicable housing and building codes.
 - (b) The occupancy of the Property including:
 - (1) the verified income of each current household; and
 - (2) the current rent charged each household and whether these rents include utilities.
 - (c) A summary of the information received from the recertification of tenants' incomes
 - (d) Other information reasonably required by the Lender, including the fiscal condition of the Borrower showing a financial statement for the previous fiscal year that includes a balance sheet and a profit and loss statement indicating any surplus or deficit in operating accounts; a detailed, itemized listing of income and expenses; the amount of any fiscal reserves and the total amount of Residual Receipts received. Such financial statement shall be prepared in accordance with the requirements of the Lender. The Lender may require that the financial statement be audited at the Borrower's expense by an independent certified public accountant acceptable to the Lender or other person designated by the Lender.

2.8 Lender Review and Inspections.

- (a) Upon not less than 2 business days' notice to the Borrower, the Lender may at any time during the term of this Agreement, enter and inspect the physical premises and inspect all accounting records pertaining to the development or operation of the Project. Upon request by the Lender, the Borrower shall notify occupants of upcoming inspections of their units in accordance with state law.
- (b) The Lender may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement. Such information shall be promptly provided by the Borrower.

(c) Borrower shall preserve and make available its records related to receipt and use of Loan proceeds until the expiration of five years from the date of the final disbursement of Loan proceeds, or for such longer period, if any, as is required by law. Borrower shall preserve and make available its records related to occupancy and rent requirements until the expiration of five years from the end of the calendar year to which such records pertain, or for such longer period, if any, as is required by law. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

2.9 Restrictions on Sale, Encumbrance, and Other Acts.

- (a) The Borrower shall not make any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or of any its interest therein (a "Transfer"), except as otherwise permitted herein or except with the prior written approval of the Lender.
- (b) Notwithstanding the foregoing, Borrower may Transfer to a wholly-controlled affiliate of MidPen Housing Corporation ("MidPen"). In such an event, Lender approval rights shall be limited to adjusting terms of the Loan and transferee's willingness to assume all obligations.
- (c) The unpaid principal balance of the Loan together with any unpaid interest due thereon shall be due and payable in full upon: 1) a refinancing, sale, transfer or other disposition of the Property or any portion thereof, unless such disposition of the Property has been first approved in writing by the Lender, as evidenced by the signature of the City Manager, and approved as to form by the Lender's Attorney; or 2) the declaration by the Lender of a default as described and subject to the cure periods in Article 3 below.
- (d) The Borrower shall not permit the use of the Property for any purpose other than that permitted by this Agreement without the prior written approval of the Lender.
- (e) Notwithstanding anything to the contrary contained herein, the following Transfers shall be permitted under this Agreement, the Note, Deed of Trust and Regulatory Agreement: (1) encumbrance of the Property by all lenders identified on Exhibit B; (2) transfers of the Borrower's limited partner interests; (3) removal and replacement of Borrower's general partner pursuant to the Borrower's partnership agreement; and (4) the granting and exercise of a right of first refusal and/or purchase option from Borrower to MidPen or a wholly-controlled affiliate of MidPen.

- (e) The Lender may approve a Transfer provided that all of the following conditions are met:
 - (1) the Borrower is in compliance with the Regulatory Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Regulatory Agreement;
 - (2) the transferee agrees to assume all obligations of the Borrower pursuant to the Regulatory Agreement; and
 - (3) any transferee demonstrates to the Lender's satisfaction that it has the management and financial capacity to own and operate the Property.
- 2.10 <u>Assignment of Lender Rights</u>. The Lender retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the Lender may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.
- Environmentally Impaired. In the event that any portion of the Property is 2.11 determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Lender's or the trustee's rights and remedies under the Deed of Trust, the Lender may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Borrower to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Lender's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Lender in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the Lender upon its demand made at any time following the conclusion of such action.

ARTICLE 3 DEFAULTS AND REMEDIES

3.1 Event of Default.

Each of the following shall constitute a "Default" and "Event of Default" by Borrower under this Agreement:

- (a) <u>Failure to Complete Project</u>. Failure of Borrower to complete the Project by the date provided in <u>Exhibit C</u> "Project Description and Timeline", subject to the cure periods provided in subsection (c) below and further subject to force majeure.
- (b) <u>Failure to Make Payment</u>. Failure to repay the principal and any interest on the Loan within ten (10) days of receipt of written notice from the Lender that such payment is due pursuant to the Loan Documents.
- (c) <u>Breach of Covenants</u>. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Lender to the Borrower or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 3, the specific provisions shall control.
 - i. Notice to Borrower and Borrower's limited partner shall be at the addresses specified herein. Notwithstanding anything to the contrary contained herein, or in any of the Loan Documents, the limited partner of Borrower shall have the right, but not the obligation, to cure the defaults of the Borrower.
- (d) <u>Default Under Other Loans</u>. Failure to make any payment or perform any of Borrower's covenants, agreements, or obligations under the documents evidencing and securing the other loans to Borrower in connection with the Project, if any, following expiration of all applicable notice and cure periods and the declaration of such default by the holder of such loan.
- (e) <u>Insolvency</u>. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to

accelerate automatically, without the need for any action by the Lender, the indebtedness evidenced by the Note.

- (f) <u>Assignment; Attachment</u>. Borrower shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by Lender, the indebtedness evidenced by the Note.
- (g) <u>Suspension; Termination</u>. Borrower shall have voluntarily suspended its business.
- (h) <u>Condemnation</u>. The condemnation, seizure, or appropriation of all or the substantial part of the Property.
 - (i) <u>Unauthorized Transfer</u>. Any transfer other than as permitted by Section 2.9.
- (j) <u>Representation or Warranty Incorrect</u>. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Lender in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made and that Borrower was aware that the representation or warranty was incorrect when made.

3.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Lender or automatically where so specified, relieve the Lender of any obligation to make or continue the Loan and shall give the Lender the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

- (a) Acceleration of Note. The Lender shall have the right to cause all indebtedness of the Borrower to the Lender under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Lender may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Lender as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Lender Deed of Trust. The Borrower shall be liable to pay the Lender on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Lender in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.
- (b) <u>Specific Performance</u>. The Lender shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations

and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) <u>Right to Cure at Borrower's Expense</u>. The Lender shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. The Borrower agrees to reimburse the Lender for any funds advanced by the Lender to cure a monetary default by Borrower upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

3.3 Right of Contest.

Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Lender or the rights of the Lender hereunder.

- 3.4 Remedies Cumulative. No right, power, or remedy given to the Lender by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Lender by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the Lender to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy. Any material breach by the Borrower of any representation, warranty or covenant hereunder, which is not cured within thirty days (30) after notice thereof given by the Lender or, where cure is not possible within thirty (30) days, whose cure is not commenced within thirty days and diligently prosecuted to completion shall constitute an Event of Default.
- 3.5 <u>Lender's Remedies</u>. Upon the happening of an Event of Default, the Lender may pursue any remedy allowed at law or in equity, including but not limited to, accelerating payment under the Note or applying to any State court for specific performance of this Agreement and the Regulatory Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

- 4.1 <u>Conflict of Interest.</u> No employee, agent, consultant, officer, elected or appointed official or member of the Lender has or may obtain a personal or financial interest in or benefit from the Borrower or the Project or in any contract or subcontract or agreement, or the proceeds thereof, relating to the Project or the Property itself, either for themselves or for those with whom they have family or business ties, during their tenure with Lender or one year thereafter.
- 4.2 <u>Nondiscrimination</u>. All of the units (excluding the manager unit) shall be available for occupancy on a continuous basis to members of the general public who are eligible households

and income eligible. The Borrower shall not give preference to any particular class or group of persons in renting the units, or any part of the Property, except to the extent that the units are required to be leased to Lower-Income and/or Special Needs Households, as further described in the Regulatory Agreement and Tenant Selection Plan. The Borrower shall not discriminate against any prospective tenant in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. The Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

- (a) The Borrower hereby agrees to, and shall, hold Lender, its elective and appointive boards, council members, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Borrower's operations under this Agreement, whether such operations be by the Borrower or subcontractor, or by any one of more persons directly or indirectly employed by, or acting as agent for, the Borrower or any subcontractor provided, however, the Borrower's obligations to hold harmless shall not apply in the event of the Lender's gross negligence or willful misconduct. The Borrower agrees to, and shall, hold the Lender, its elective and appointive boards, council members, officers, agents and employees harmless from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations.
- (b) The Borrower agrees to provide all costs of any necessary legal defense and all attorneys' fees incurred in defending any claim, whether or not actually filed in any court.
- 4.3 <u>Amendment</u>. This Agreement may be amended only by a written instrument signed by authorized representatives of the Lender and the Borrower. The City Manager or his/her designee shall be authorized to act on behalf of the Lender.
- 4.4 <u>Notice</u>. Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified mail, to the party in question at the address shown below:

Lender: City of Sunnyvale

Housing Officer P. O. Box 3707

Sunnyvale, CA 94088-3707

With a copy to: City of Sunnyvale

City Attorney P. O. Box 3707

Sunnyvale, CA 94088-3707

Borrower: MP Edwina Benner Associates, L.P. a California

limited partnership

c/o MP 460 Persian LLC, a California limited

liability company

303 Vintage Park Drive, Suite 250

Foster City, CA 94404 Attn: Matthew O. Franklin

With a copy to Trustor's investor limited partner:

Bank of America, N.A. MA1-225-02-02 225 Franklin Street Boston, MA 02110 Attn: Asset Management

- 4.5 <u>No Waiver</u>. No failure to enforce or delay in enforcing or exercising any right or remedy available under this Agreement shall impair the exercise of such right or remedy or the exercise of a similar right or remedy on a subsequent occasion.
- 4.6 <u>Severability</u>. Should any provision of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in force to the maximum extent possible.
- 4.7 <u>Titles and Headings</u>. The titles and headings in this Agreement are for convenience only and shall not be construed to affect the meaning or construction of any provision of this Agreement.
- 4.8 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 4.9 <u>Attorneys' Fees</u>. The prevailing party shall be entitled to receive the amount of its legal expenses, including reasonable attorneys' fees, expert legal fees and other legal costs and expenses, in the event of any legal action brought under or to enforce the provisions of this Agreement.
- 4.11 <u>No Third Party Beneficiary</u>. This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
- 4.12 <u>No Pledging of Lender's Credit</u>. Under no circumstances shall the Borrower have the authority or power to pledge the credit of Lender or incur any obligation in the name of Lender. Borrower shall save and hold harmless Lender, its City Council, its officers, employees, and boards and commissions for expenses arising out of this Agreement.
- 4.13 <u>Venue</u>. In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara,

or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

IN WITNESS WHEREOF, the Lender and the Borrower have executed this Agreement as of the date first set forth above.

BORROWER:

MP EDWINA BENNER ASSOCIATES, L.P., a California Limited Partnership

By: MP 460 Persian LLC, a California limited liability company

Its: General Partner

By: Mid-Peninsula Baker Park, Inc., a California nonprofit public benefit corporation

Its: Sole Member/Manager

By: Matthew O. Franklin Its: Assistant Secretary

LENDER:

City of Sunnyvale, a municipal corporation

Ry: Daanna Santana

By: Deanna Santana Its: City Manager

APPROVED AS TO FORM:

By: Robert Boco

Its: Senior Assistant City Attorney

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
STATE OF CALIFORNIA) COUNTY OF SANTA CLARA)
On, before me,, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)
"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or
who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document." STATE OF CALIFORNIA COUNTY OF Defore me, personally appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document." STATE OF CALIFORNIA COUNTY OF

EXHIBIT A

Legal Description

460 Persian Drive, Sunnyvale, CA

The land referred to is situated in the city of Sunnyvale, county of Santa Clara, State of California, and is described as follows:

PARCEL ONE:

Parcel E as shown on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on June 4, 1970 in Book 268 of Maps, Page 51.

EXCEPTING THEREFROM, the following:

A portion of Parcel E, as shown on that certain Parcel Map recorded June 4, 1970 in Book 268, Page 51 of Maps, Records of Santa Clara County, California and being more particularly described as follows: Commencing at the Northeasterly corner of said Parcel E, said corner also being on the Southerly line of Persian Drive as shown on the above mentioned Parcel Maps; thence South 14° 50' 15" West along the Easterly line of said Parcel E, 8.90 feet to a point; thence South 78° 57' 41" West, 89.94 feet to a point on the Southerly line of said Persian Drive; and thence along said Southerly line of Persian Drive 94.17 feet to the point of commencement.

PARCEL TWO:

An easement for emergency vehicle access as set forth in that certain "Reciprocal Easement Agreement (Emergency Vehicle Access)" recorded April 6, 2015, Instrument No. 22906239, of Official Records.

APN: 110-29-028 ARB: 110-14-118.01

EXHIBIT B

Project BudgetSources and Uses

USES Category		Line Items	Subtotal
		Line items	
ACQUISITION	Ι.σ.	7.504.445	\$ 8,412,829
Property Acquisition	\$	7,561,145	
Holding Costs (Insurance, Property Management,	φ.	766 072	
Security, Bridge Loan Interest, Tenant Relocation)	\$ \$	766,073	
Soft Costs (Legal, Title, etc.)	1 2	85,611	
CONSTRUCTION			\$ 33,192,896
Hard Costs			\$ 27,764,321
Site prep (grading, soil remediation, utilities, etc.)	\$	193,864	
Structure (foundation, parking, dwelling units)	\$	20,923,348	
On-site improvements (landscaping, fencing, etc.)	\$	1,132,560	
Off-site improvements (sidewalks, etc.)	\$	28,659	
Solar Energy System	\$	448,000	
General Contractor Overhead (~9%)	\$	2,371,097	
Contingency (10%)	\$	2,666,793	
Construction Soft Costs			\$ 5,428,575
Design/Engineering	\$	1,883,400	
Construction Management	\$	202,675	
Permits	\$	312,000	
Legal & Escrow Fees	\$	180,500	
Construction loan interest	\$	2,000,000	
City utility connection fees (water, sewer, etc.)	\$	850,000	
OTHER SOFT COSTS			\$ 2,682,385
Insurance, audit, appraisal, other misc. soft costs	\$	410,020	
Developer Fee	\$	1,400,000	
Reserves	\$	405,365	
Marketing, Lease-up expenses	\$	150,000	
Soft Cost Contingency	\$	317,000	
TOTAL USES	\$	44,288,110	
SOURCES			
City of Sunnyvale Housing Mitigation Loan (Perm)	\$	7,430,000	
Investor Equity	\$	23,288,710	
B of A / Investor Loan (Perm*)	\$	10,419,400	
Housing Trust Loan	\$	200,000	
County of Santa Clara Loan	\$	2,350,000	
City of Sunnyvale HOME Loan	\$	600,000	
TOTAL SOURCES	\$	44,288,110	
Any change to this budget that would modify one or more of the Use more shall require prior written approval of the Community Developm designee. *Construction loan amount is currently \$30,578,000.	es catego	ries by 10% or	

EXHIBIT C

Project Description and Timeline

Construct a sixty-six unit (66) affordable housing project at 460 Persian Drive in Sunnyvale, CA as further described in this Agreement and in the plans and conditions of approval of Planning Application 2015-7772 granted by the City of Sunnyvale on January 25, 2016.

Timeline:

Task	Target Date	
Close Construction & City Loans	March 30, 2017	
Begin Construction	April 20, 2017	
Submit Final Tenant Selection Plan to City	June 30, 2017	
Begin Lease Up	May 1, 2018	
Complete Construction	September 1, 2018	
Complete Occupancy	February 1, 2019	
Perm Conversion (Senior Lender)	June 1, 2019	

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Sunnyvale Housing Division P.O. Box 3707 Sunnyvale, CA 94088-3707 Attn: Housing Officer

No fee for recording pursuant to Government Code Section 27383

APN: 110-29-028

CITY OF SUNNYVALE HOUSING MITIGATION FUND REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

(Edwina Benner Plaza)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of this _____ day of March 2017, by and between the City of Sunnyvale, a municipal corporation (the "City") and MP Edwina Benner Associates L.P., a California limited partnership (the "Borrower").

RECITALS

- A. The City and the Borrower have entered into a City of Sunnyvale Housing Mitigation Fund Loan Agreement dated concurrently herewith, pursuant to which the City will provide a loan (the "Loan") to the Borrower to pay for acquisition of the property located **at 460 Persian Drive** in Sunnyvale, CA, as more particularly described in **Exhibit A** attached hereto (the "Property") for the purpose of developing thereon an affordable housing project (the "Project"). The Project shall provide sixty-five affordable apartments for Extremely Low, Very Low, and Low-Income households as defined herein, (collectively "Lower-Income households") and one manager's unit. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Loan Agreement (as defined below).
- B. The Borrower intends to construct sixty-six (66) multi-family rental apartments and associated improvements on the Property consistent with permits issued by the City to provide affordable housing for Lower-income Households (the "Project").
- C. The Loan is provided by the City with funds from the City's Housing Mitigation Fund.
- D. The City has agreed to make the Loan to the Borrower on the condition that the Property be maintained and operated in accordance with restrictions concerning affordability, operation, and maintenance, as specified in this Agreement and the Loan Agreement.

E. As a condition of providing the Loan, the City requires the Borrower to execute this Agreement to regulate sixty-five (65) of the apartments in the Project as "Assisted Units", as more particularly described in Exhibit B attached hereto and incorporated herein, to ensure that the units are occupied by and affordable to Lower-Income Households for the term of this Agreement. These units will be monitored by the City for compliance with City Housing Mitigation Fund program requirements.

NOW THEREFORE, in consideration of the recitals, hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Borrower hereby agree as follows.

1. DEFINITIONS

1.1. Definitions

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

- (a) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household as calculated in accordance with 24 CFR 92.203(b)(1), which incorporates 24 CFR 5.609.
 - (b) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.
- (c) "Assisted Unit(s)" means one or more of the sixty-five (65) apartments within the Project developed with funding provided by this Loan and which shall be subject to this Agreement.
- (d) "Assumed Household Size" shall mean, solely for the purposes of establishing maximum rent limits for the Assisted Units, a household size equal to the number of bedrooms in the Unit, plus one. For example, the Assumed Household Size for a two-bedroom unit shall be a household of three. Assumed Household Size is not intended to be used as a maximum occupancy limit for the Units.
- (e) "Borrower" shall mean MP Edwina Benner Associates L.P., a California limited partnership and its successors and assigns to the Project.
 - (f) "City" shall mean the City of Sunnyvale, a municipal corporation.
- (g) "Deed of Trust" shall mean the deed of trust to the City on the Property which secures repayment of the Loan and the performance of terms of the Promissory Note, the Loan Agreement and this Agreement.
- (h) "Extremely Low-Income Household" shall mean a household with an Adjusted Income that does not exceed the qualifying limits for extremely low-income households

in Santa Clara County, as published by the State of California Department of Housing and Community Development ("HCD"), which generally do not exceed thirty (30) percent of area Median Income

- (i) "Extremely Low Income Rent" shall mean the maximum allowable rent for an Extremely Low Income household pursuant to Section 2.2(b) below.
- (j) "Household Size" shall mean the actual number of persons in the applicable household.
- $\mbox{\sc (k)}$ "Loan" shall mean all funds loaned to the Borrower by the City pursuant to the Loan Agreement.
- (l) "Loan Agreement" shall mean the City Housing Mitigation Fund Loan Agreement entered into by and between the City and the Borrower, dated concurrently herewith.
- (m) "Low Income Household" shall mean a household whose Adjusted Income is 60 percent or less of the area Median Income as determined by HCD.
- (n) "Low Income Rent" shall mean the maximum allowable rent for a Low Income household pursuant to Section 2.2(a) below.
- (o) "Median Income" shall mean the median gross yearly household income, adjusted for household size, in Santa Clara County, California, as published from time to time by HCD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.
- (p) "Note" shall mean the promissory note from the Borrower to the City evidencing all or any part of the Loan.
 - (q) "Project" shall have the meaning set forth in Recital A above.
- (r) "Property" shall mean the real property described in <u>Exhibit A</u> attached hereto and incorporated herein.
 - (s) "Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Borrower which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities individually metered and/or paid for separately by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable TV, or internet service; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Borrower, and paid by the Tenant.

- (t) "Special Needs Unit(s)" shall mean a unit(s) reserved for tenants with special needs, which may include one or more of the following: seniors (head of household aged 62 or older), disabled adults, veterans, people transitioning out of homelessness, people with HIV/AIDS, young adults aging out of foster care, and survivors of domestic violence. To the extent that operating and/or supportive services funding for these Units is made available by other funding agencies, such as the County of Santa Clara or the Housing Authority, those agencies may further limit the Special Needs Units to one or more types of special needs households listed above, consistent with the approved Tenant Selection Plan.
 - (u) "Tenant" shall mean a household occupying a Unit.
- (v) "Term" shall mean the term of this Agreement, which shall commence on the date of this Agreement and shall continue until the fifty-fifth (55th) anniversary date of the issuance of a final Certificate of Occupancy to the Project, or a specified later date in the event the City and Borrower agree to extend such term.
- (w) "Unit" for leasing and management purposes shall mean one of the 66 apartments in the Property, excluding the manager's unit, which pursuant to Section 2.1(a) below, are required to be occupied by, or if vacant available for occupancy by, Lower-Income Households
- (x) "Very Low Income Household" shall mean a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, as published by HCD, which generally do not exceed fifty (50) percent of area Median Income.
- (y) "Very Low Income Rent" shall mean the maximum allowable rent for a Very Low Income household pursuant to Section 2.2(c) below.

2. AFFORDABILITY AND OCCUPANCY COVENANTS

2.1. Occupancy Requirements.

(a) <u>Assisted Units</u>. The Borrower shall cause all sixty-five (65) Assisted Units to be rented to and occupied by or, if vacant, available for occupancy by Lower-Income Households, and shall reserve three (3) of the Assisted Units for Special Needs Households (the "Special Needs Units"), all in accordance with the Schedule of Assisted Units set forth in <u>Exhibit B</u>, attached hereto and incorporated herein. City hereby acknowledges and agrees that the Assisted Units designated as "Special Needs" in accordance with Borrower's loan from the County of Santa Clara shall be deemed the "Special Needs Units" for the purposes of this Agreement.

2.2. Allowable Rent

- (a) <u>Low Income Rent</u>. Rents (including utility allowance) charged to Tenants of Assisted Units shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income limit for Santa Clara County, as published by HCD, and adjusted for Assumed Household Size.
- (b) <u>Extremely-Low Income Rent</u>. Rents (including utility allowance) charged to Tenants of Assisted Units shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income limit for Santa Clara County, as published by HCD, adjusted for Assumed Household Size.
- (c) <u>Very Low Income Rent</u>. Rents (including utility allowance) charged to Tenants of Assisted Units shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income limit for Santa Clara County, as published by HCD, adjusted for Assumed Household Size.
- (d) <u>City Approval of Rents</u>. Initial Rents for all Assisted Units shall be approved by the City prior to occupancy. Any subsequent rent increases shall also be subject to the maximum rent limits defined above. The City shall provide the Borrower with a schedule of maximum permissible rents for the Assisted Units annually based on the formulas described in Section 2.2 above. The Rent limits in effect as of the date of this Agreement are shown in <u>Exhibit B</u> and are adjusted annually by the City following the annual release of county area median income statistics by HCD, or in the event such statistics are no longer provided by HCD, comparable statistics available from another reliable source, such as the U.S. Department of Housing and Urban Development or the U.S. Census Bureau.
- (e) <u>Housing Assistance Payment Contracts</u>. In the event that some or all of the Assisted Units are subject to a valid Housing Assistance Payment ("HAP") contract with HUD and/or the Santa Clara County Housing Authority, the allowable Rent may be determined by the parties to the HAP contract and may exceed the allowable Rent set forth above, provided that Tenant's portion of the rent does not exceed the applicable rent limit for the unit. Borrower shall provide notice to City that a HAP contract has been executed, and such notice shall identify which units will be subject to the HAP contract, and the term of HAP contract applicable to each unit. Executed HAP contract(s) shall be made available for City inspection upon request. Under applicable federal law, prior to the expiration of any HAP assistance, Borrower shall notify Tenant that their Rent may be increased to the applicable allowable Rent limit specified herein.

2.3 Increased Income of Tenants

- (a) <u>Non-Qualifying Household</u>. If, upon recertification of the income of a Tenant of an Assisted Unit, the Borrower determines that
 - (i) a former Extremely Low Income Household's Adjusted Income has increased and exceeds the income limit for an Extremely Low Income Household as defined above, such Tenant shall be permitted to continue to occupy the Unit and, then, upon expiration of the Tenant's lease such Tenant's Rent shall be

increased to the Very Low Income Rent Limit, upon sixty (60) days' written notice to Tenant, and the next available Very Low Income Unit shall be rented to an Extremely Low Income Household in compliance with Exhibit B;

AND/OR

(ii) A former Very Low Income Household's Adjusted Income has increased and exceeds the income limit for a Very Low Income Household as defined above, such Tenant's rent shall be increased to the Low Income Rent Limit, upon sixty (60) days' written notice to Tenant, and the next available Low Income Unit shall be rented to a Very Low Income Household in compliance with Exhibit B.

AND/OR

- (iii) A former Low Income Household's Adjusted Income has increased and exceeds the income limit for a Low Income Household as defined above, upon sixty (60) days' written notice to Tenant, such Tenant's rent shall be increased to 30% of the Tenant's actual monthly household income. If such an increase is expressly prohibited under a deed restriction of a lienholder senior to the City lien, or federal IRS tax credit regulations applicable to the Property at the time, the rent shall remain at the then-current Very Low Income Limit, and the number of Low Income Units occupied by Tenants with incomes over the Low Income limit shall be reported to the City on an annual basis in Borrower's annual reports to the City as required under Section 4.2 herein.
- (b) <u>Termination of Occupancy</u>. Upon termination of occupancy of an Assisted Unit by a Tenant, such Assisted Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household) as the initial income level of the vacating Tenant, until such Unit is reoccupied, at which time the status of the Unit shall be determined based on the income level of the new Tenant.
- 2.4 <u>Loss of HAP subsidy</u>. Notwithstanding the foregoing, in the event some or all of the Assisted Units are subject to a valid HAP, and the HAP becomes unavailable for any reason or such contract is terminated: (i) the affordability restrictions set forth herein shall automatically adjust to allow all Units to be occupied by Lower Income Households and the rent charged for such units may be raised to the Low Income Rent to the extent needed to allow the Project to meet operating income needs as approved by the California Tax Credit Allocation Committee (CTCAC).

3.

INCOME CERTIFICATION AND REPORTING

3.1. Income Certification.

The Borrower will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Assisted Units. The Borrower shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a pay stub for the most recent three pay periods; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification, such as an affidavit signed by the applicant under penalty of perjury, a court order of support, or similar verification. Copies of Tenant income certifications shall be available to the City upon request. Initial household income certification shall be consistent with the "Part 5 Method" described in 24 CFR 5.609.

3.2. Annual Report to the City.

The Borrower shall submit to the City (a) not later than the ninetieth (90^{th}) day after the close of each fiscal year, or such other date as may be requested by the City, a statistical report, including income and rent data for the Assisted Units, setting forth the information called for therein.

3.3. Additional Information.

The Borrower shall provide any additional information reasonably requested by the City to the City to verify compliance with this Agreement. The City shall have the right to examine and make copies of all books, records or other documents of the Borrower which pertain to the Project.

3.4. Records.

The Borrower shall maintain complete, accurate and current records pertaining to the Project, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income of Tenants. All Tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.5. On-site Inspection.

The City shall each have the right to perform an on-site inspection of the Project at least one time per year with adequate notice to Borrower, a minimum of thirty (30) days. The Borrower agrees to cooperate in such inspection.

4.OPERATION OF THE PROJECT

4.1 <u>Use of the Project.</u>

The Property shall be operated as affordable rental housing consisting of sixty-five (65) Assisted Units, and one Unit for an on-site property manager.

4.2 Compliance with Loan Agreement.

Borrower shall comply with all the terms and provisions of the Loan Agreement, and the Deed of Trust for the Project.

4.3. Taxes and Assessments.

Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that Borrower shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.4 Marketing and Tenant Selection Plan. Borrower shall provide for City review and approval, within 90 days of execution of this Agreement, a detailed plan for marketing the Assisted Units and a Tenant Selection Plan describing how Borrower will select Tenants from the among all eligible prospective applicants. City will review and approve these plans within thirty (30) days of receipt. The Marketing Plan shall include a period of at least two weeks of marketing and outreach targeted primarily to Sunnyvale residents and workers. To the extent possible without conflicting with the non-discrimination provisions of Section 7.2 or with the requirements of other Project funding agencies and/or state or federal fair housing laws, the Tenant Selection Plan shall provide a local preference for Sunnyvale residents and those employed within Sunnyvale, at a minimum to those Units not allocated additional operating subsidies which may require an alternate selection process. Borrower shall not encumber additional Units with new subsidy programs other than those expressly described in Tenant Selection Plan without prior written approval of City.

5. PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

The Borrower is responsible for all management functions with respect to the Project, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Project. The Borrower shall retain a professional property management company approved by the City in its reasonable discretion to perform its management

duties hereunder, unless the City approves self-management by the Borrower. A resident manager shall also be required. The City hereby approves MidPen Management Corporation as the Management Agent.

- (a) Accounting Records. In a manner subject to City approval, the Borrower shall maintain, on an accrual or modified accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Project, and shall cause to be prepared an independent fiscal audit conducted in accordance with generally accepted accounting principles. All records and books relating to this system shall be kept for a period of at least seven years and in such a manner as to ensure that the records are reasonably protected from destruction or tampering. All records shall be subject to City inspection and audit.
- (b) <u>Use of Income from Operations</u>. The Borrower, or its management agent, shall promptly deposit all operating income in a segregated account established exclusively for the Project with an FDIC or other comparable federally-insured financial institution.

5.2 Management Agent; Periodic Reports.

Unless the City approves self-management by the Borrower, the Project shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Borrower shall submit for the City's approval the identity of any proposed Management Agent other than MidPen Management Corporation. The Borrower shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Borrower in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. The City hereby approves MidPen Management Corporation as the initial Management Agent for the Project.

5.3 Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Project. The purpose of each periodic review will be to enable the City to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower shall cooperate with the City in such reviews.

5.4 Replacement of Management Agent.

If, as a result of a periodic review, the City determines in its reasonable judgment that the Project is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, or, if the Project is being self-managed, to cause the

Borrower to retain a Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by Borrower of such written notice, City staff, as applicable, and the Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Project, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff, as applicable, recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then Management Agent, or cease self-management if the Project is self-managed and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Project entered into by Borrower shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent or to appoint a Management Agent instead of self-management in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.8.

5.5 Approval of Management Policies.

The Borrower shall submit its written management policies with respect to the Project to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

The Borrower agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, City, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. The Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

6. MISCELLANEOUS

6.1. Lease Provisions.

The Borrower shall use a form of Tenant lease approved by the City for Assisted Units. The form of Tenant lease shall also comply with all requirements of this Agreement and shall include the following provisions for the Assisted Units:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (1) to provide any information required under this Agreement or reasonably requested by the Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Project in accordance with the standards set forth in this Agreement, or (2) to qualify as a Lower-Income Household, as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification; and

- (b) be for an initial term of not less than one (1) year, and provide for no Rent increase during such year. After the initial year of tenancy, such lease may be month to month by mutual agreement of the Borrower and the Tenant; however the Rent may not be raised more often than once a year. The Borrower will provide each tenant the appropriate written notice of any increase in rent applicable to such tenant which meets all local and State notice requirements.
- (c) provide that any termination of a lease or refusal by the Borrower to renew a lease, with the exception of evictions or non-renewals for non-payment of rent, must be preceded by no less than thirty (30) days written notice to the Tenant by the Borrower specifying the grounds for the action

6.2. Nondiscrimination.

Except as specified herein, all of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible and/or Special Needs households and otherwise eligible for the applicable unit type and/or preference as described in the approved Tenant Selection Plan. The Borrower shall not give preference to any particular class or group of persons in renting or selling the Units, or any part of the Project except to the extent that the Units are required to be leased to eligible households as described herein and to the extent that preference is to be provided to Sunnyvale Applicants as described in the Tenant Selection Plan, while complying with state and federal fair housing laws. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age, ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit or in the use or enjoyment of the Project, nor shall the Borrower or any person claiming under or through the Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or any part of the Project or in connection with the employment of persons for the construction, operation and management of any Project.

6.3. Section 8 Certificate Holders.

The Borrower will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Assisted Units by such prospective Tenants.

6.4. <u>Term</u>.

The provisions of this Agreement shall apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Agreement shall bind any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5. Compliance with Loan Agreements and Program Requirements.

Borrower's actions with respect to the Project and the use of funds provided herein shall at all times be in full conformity with all requirements of the Loan Agreement.

6.6. <u>Notice of Expiration of Term.</u>

At least six (6) months prior to the expiration of the Term the Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants in City Assisted Units containing (a) the anticipated date of the expiration of the Term, (b) any anticipated Rent increase upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to the City, and (d) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Housing Officer of the City.

6.7. Covenants to Run With the Land.

The City and the Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.8. Enforcement by the City.

If the Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

- (a) <u>Calling the Loan</u>. The City may declare a default under the Note, accelerate the indebtedness evidenced by the Note, including outstanding principal and interest, and demand immediate repayment thereof. Upon failure to repay such accelerated amount in full, the City may proceed with a foreclosure in accordance with the provisions of the Deed of Trust and State law regarding foreclosures.
- (b) <u>Collect Rents</u>. Collect all rents and income in connection with the operation of the Project and use the same and the reserve funds for the operation and maintenance of the Project.
- (c) <u>Excess Rents</u>. In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charge to the affected households.

- (d) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Borrower's performance of its obligations under this Agreement, and/or for damages, or for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement or for such other relief as may be appropriate.
- (e) <u>Remedies Provided Under Loan Agreement</u>. The City may exercise any other remedy provided under the Loan Agreement.
- (f) <u>Remedies Cumulative</u>. The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

6.9. Attorneys Fees and Costs.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.10. Recording and Filing.

The City and the Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Santa Clara.

6.11. <u>Governing Law</u>.

This Agreement shall be governed by the laws of the State of California.

6.12. Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

6.13. Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Santa Clara.

6.14. Notices.

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Borrower: MP Edwina Benner Associates, L.P.

303 Vintage Park Drive, Suite 250

Foster City, CA 94404 Attn: General Partner City: City of Sunnyvale

P.O. Box 3707

Sunnyvale, CA 94088-3707 Attention: Housing Officer

With a copy to Trustor's investor limited partner:

Bank of America, N.A. MA1-225-02-02 225 Franklin Street Boston, MA 02110 Attn: Asset Management

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.15. Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.16. Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

- 6.17. <u>Captions</u>. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.
- 6.18. <u>Assignment of City's Rights</u>. The City retains the right, at its sole discretion, to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.
- 6.19. <u>Binding on Successors</u>. This Agreement shall bind, and benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in interest, and assigns, provided, however, that the Borrower may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of the City.
- 6.20. <u>Hold Harmless</u>. Absent the gross negligence or willful misconduct of the City, the Borrower and its successors in interest agree to indemnify, defend, and hold harmless the City and its respective agents, employees and officers from any and all claims, losses, liabilities or causes

of action (including reasonable attorneys' fees) arising from or in connection with the Borrower's rehabilitation, management, maintenance or operation of the Project.

6.21. Restrictions on Sale, Encumbrance, and Other Acts.

- (a) Except for leases to tenants in the ordinary course of business, the Borrower shall not make, or allow, any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or of any of its interest therein (a "Transfer"), except with the prior written approval of the City.
- (b) The City may approve a sale, transfer or conveyance provided that all of the following conditions are met:
- (1) the Borrower is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Agreement;
- (2) the successor-in-interest to the Borrower agrees to assume all obligations of the Borrower pursuant to this Agreement;
- (3) any terms of the sale, transfer or conveyance shall not threaten the City's security or repayment of the Loan; and
- (4) any successor-in-interest demonstrates to the City's satisfaction that it has the management and financial capacity to own and operate the Project.
 - (c) Notwithstanding anything to the contrary contained herein, the following Transfers shall be permitted under this Agreement: (1) encumbrance of the Property by all lenders identified on Exhibit B of the Loan Agreement; (2) transfers of the Borrower's limited partner interests; (3) removal and replacement of Borrower's general partner pursuant to the Borrower's partnership agreement; and (4) the granting and exercise of a right of first refusal and/or purchase option from Borrower to MidPen or a wholly-controlled affiliate of MidPen.

IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

[Signatures on the following page]

	MP EDWINA BENNER ASSOCIATES, L.P. a California limited partnership
	By: MP 460 Persian LLC, a California limited liability company
	Its: General Partner
	By: Mid-Peninsula Baker Park, Inc., a California nonprofit public benefit corporation
	Its: Sole Member/Manager
	By: Matthew O. Franklin
	Its: Assistant Secretary
	CITY
	CITY:
APPROVED AS TO FORM:	CITY OF SUNNYVALE, a municipal corporation
	By:
	Deanna Santana
By:	Its: City Manager
Robert Boco Senior Assistant City Attorney	

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."		
STATE OF CALIFORNIA) COUNTY OF SANTA CLARA)		
On	who proved e subscribed to in enstrument the rument.	
Signature(Seal)		

	ıment to which this certificate is attac	e verifies only the identity of the individual hed, and not the truthfulness, accuracy, or
STATE OF CALIFO	ORNIA)	
to me on the basis of the within instrument his/her/their authori	of satisfactory evidence to be the per nt and acknowledged to me that he/	er/their signature(s) on the instrument the
•	ENALTY OF PERJURY under the is true and correct.	laws of the State of California that the
WITNESS r	ny hand and official seal.	
Signature	(Seal)	

EXHIBIT A

Legal Description

The land referred to is situated in the city of Sunnyvale, county of Santa Clara, State of California, and is described as follows:

PARCEL ONE:

Parcel E as shown on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on June 4, 1970 in Book 268 of Maps, Page 51.

EXCEPTING THEREFROM, the following:

A portion of Parcel E, as shown on that certain Parcel Map recorded June 4, 1970 in Book 268, Page 51 of Maps, Records of Santa Clara County, California and being more particularly described as follows: Commencing at the Northeasterly corner of said Parcel E, said corner also being on the Southerly line of Persian Drive as shown on the above mentioned Parcel Maps; thence South 14° 50′ 15″ West along the Easterly line of said Parcel E, 8.90 feet to a point; thence South 78° 57′ 41″ West, 89.94 feet to a point on the Southerly line of said Persian Drive; and thence along said Southerly line of Persian Drive 94.17 feet to the point of commencement.

PARCEL TWO:

An easement for emergency vehicle access as set forth in that certain "Reciprocal Easement Agreement (Emergency Vehicle Access)" recorded April 6, 2015, Instrument No. 22906239, of Official Records.

APN: 110-29-028 ARB: 110-14-118.01

EXHIBIT B

Schedule of Assisted Units

Affordability Level	Number of Units Required	Unit Sizes	Income/Rent Limit (% of AMI)
Extremely Low Income (ELI) ("Special Needs Units")	7	Three 1-Bedrooms Two 2-Bedrooms Two 3-Bedrooms	30% AMI
Very Low Income (VLI)	39	Eighteen 1-Bedrooms Eleven 2-Bedrooms Ten 3-Bedrooms	50% AMI
Low Income (LI)	19	Nine 1-Bedrooms Five 2-Bedrooms Five 3-Bedrooms	60% AMI
Total	65		

Any changes to the above schedule shall require prior written approval of the City.

Rent Limits

(Monthly Rent)

Unit Size	ELI	VLI	LI
1-Bedroom	\$670	\$1,116	\$1,340
2-Bedroom	\$754	\$1,256	\$1,508
3-Bedroom	\$837	\$1,395	\$1,674

Based on 2016 HCD State Income Limits for Santa Clara County. Rent limits adjusted annually following release of new State limits. Rent limits include provision of utilities or a utility allowance by Landlord as defined in Section 1.1 above.

Income Limits

Household Size	1	2	3	4	5
Maximum Income Level					
ELI	\$23,460	\$26,790	\$30,150	\$33,480	\$36,180
VLI	\$39,100	\$44,650	\$50,250	\$55,800	\$60,300
LI	\$46,920	\$53,580	\$60,300	\$66,960	\$72,360

Based on 2016 HCD State Income Limits for Santa Clara County; to be adjusted annually following release of new State income limits. Limits for larger households available on request.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Sunnyvale Community Development Department P.O. Box 3707 Sunnyvale, CA 94088-3707 Attn: Housing Officer

No fee for recording pursuant to Government Code Section 27383

APN: 110-29-028

LOAN AGREEMENT CITY OF SUNNYVALE HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM EDWINA BENNER PLAZA

This HOME Loan Agreement (the "Agreement") is made as of <u>April 1</u>, <u>2017</u> by and between the <u>City of Sunnyvale</u>, a municipal corporation (the "Lender"), and <u>MP Edwina Benner Associates L.P.</u>, a California limited partnership (the "Borrower").

RECITALS

- A. The Borrower has applied to the Lender for a loan in the amount of <u>Six Hundred Thousand Dollars</u> (\$600,000) (the "HOME" Loan") to assist Borrower in the development of an affordable housing project with Sixty-Six (66) dwelling units (the "Project") located at <u>460 Persian Drive</u> in Sunnyvale, California, as more particularly described in <u>Exhibit A</u>, attached hereto (the "Property").
- B. Sixty-Five of the units in the Project are restricted under a City Of Sunnyvale Housing Mitigation Fund Regulatory Agreement And Declaration Of Restrictive Covenants recorded concurrently herewith (the City Regulatory Agreement). The City Regulatory Agreement restricts Sixty-Five (65) Units to be affordable to Lower-Income Households, as that term is defined therein, and one additional unit shall be a Manager's unit. **Three (3)** of the affordable units in the Project are assisted by HOME funds (the "HOME-Assisted Units") and shall be subject to the restrictions set forth herein and in the City HOME Regulatory Agreement.
- C. On May 3, 2016, the Sunnyvale City Council approved this award of HOME funds of up to \$600,000 to the Borrower, which will be used to assist in the development of the Assisted Units in accordance with the terms of this Agreement, including the Project Budget and Schedule set forth in Exhibits B and C.

- D. The Loan will be provided by the Lender in accordance with federal laws and regulations governing the HOME Program as set forth in the Cranston-Gonzales National Housing Act of 1990, 42 U.S.C. 12741 et seq., and 24 CFR Part 92, all as amended from time to time.
- E. The HOME Assisted Units shall be subject to the HOME Program "Low" rent limits, and made available and affordable to Very Low Income Households, both as defined herein.
- F. As a condition of the Loan, the Borrower has agreed to execute and record a regulatory agreement (the "Regulatory Agreement") which will regulate the HOME Assisted Units for the term of the Loan to ensure that the units are occupied by Eligible Tenants, as defined therein, and that rents charged to Tenants of the Assisted Units will be affordable to Very Low Income Households as described above.
- G. The Lender will oversee the Project to ensure that it conforms to the Project Budget, Project Description, and Timeline, as provided in **Exhibits B and C** attached hereto, and that it meets all applicable local and State of California housing and building codes and applicable federal HOME requirements.
- H. Pursuant to the CEQA Guidelines set forth at 14 California Code of Regulations, Section 15000 <u>et seq.</u>, the City adopted a Negative Declaration for the Project on January 25, 2016 to meet the requirements of the California Environmental Quality Act (Sections 2100 <u>et seq.</u> of the Public Resources Code).
- I. The Lender completed its environmental review of the Project pursuant to the National Environmental Policy Act (24 U.S.C. Section 4321 et seq.) and its implementing regulations ("NEPA"), consisting of an Environmental Assessment, and issued a Finding of No Significant Impact (FONSI) for the Project on April 25, 2016 pursuant to 24 CFR 58.40(g)(1) The Lender has relied on this FONSI as evidence of its compliance with NEPA.

NOW THEREFORE, IN CONSIDERATION of recitals hereof and other the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, the Borrower and Lender hereby agree as follows:

ARTICLE I LOAN TERMS

- 1.1 <u>Loan Agreement</u>. The Lender agrees to loan and Borrower agrees to borrow an amount not to exceed **Six Hundred Thousand Dollars (\$600,000)** of HOME Funds (the "Loan"), subject to the conditions and terms of this Agreement. The Loan shall be evidenced by a promissory note executed by Borrower bearing three percent (3%) interest, with a term defined in Section 1.3 hereof (the "Note"), fully deferred, with residual receipts payable as provided in the Note, and secured by a deed of trust (the "Deed of Trust") and Regulatory Agreement recorded against the Property. This Agreement, the Note, the Deed of Trust and the Regulatory Agreement shall be collectively referred to as the "HOME Loan Documents".
- 1.2 <u>Conditions of Funding</u>. The obligation of the Lender to disburse Loan proceeds under this Agreement is subject to the following conditions:

- (a) There exists no Default nor any act, failure, omission or condition that would constitute a default under this Agreement;
- (b) The Borrower holds clear title to the Property at the time of disbursement of the Loan proceeds;
- (c) A title insurer reasonable acceptable to the Lender is unconditionally and irrevocably committed to issuing an LP-1-ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the Lender, and containing such endorsements as the Lender may reasonably require.
- (d) Escrow instructions ("Escrow Instructions") prepared by the parties shall be delivered to and accepted by the title company. The Escrow Instructions shall be consistent with the terms of this Agreement and shall provide, among other matters, that prior to the Closing Date (as defined below):
 - (1) This Agreement shall be executed by the Borrower and the Lender and delivered to the Lender;
 - (2) The Note shall be executed by Borrower and delivered to the Lender;
 - (3) The Deed of Trust shall be executed by Borrower and recorded in the records of the County of Santa Clara (the "County");
 - (4) The Regulatory Agreement shall have been executed by Borrower and the Lender and recorded in the records of the County;
- (e) Any approval of this Agreement, the Note, the Deed of Trust, or the Regulatory Agreement contemplated by this Agreement that is required under the Loan Documents shall be delivered to the Lender, and any certification required by the Lender with respect to the procurement of any such approval shall be delivered by Borrower to the Lender.
- (f) Borrower shall provide the Lender with a resolution approving and authorizing execution of this Agreement and all documents contemplated hereby and with such other documentation required by the Lender regarding Borrower's status and authority to enter into this transaction.
- (g) Borrower shall provide the Lender with certificates of insurance, in form and with insurers admitted in California and acceptable to the Lender, evidencing compliance with the insurance requirements, as provided by the Lender on or prior to the Closing Date, and upon demand by Lender at any time subsequent. If requested by the Lender, Borrower shall also provide complete copies of the required insurance policies and bonds.

- (h) The closing contemplated by this Section and the Escrow Instructions shall occur within thirty (30) days of the date of execution of this Agreement, unless the parties agree to a different closing date (the "Closing Date").
- (i) The Lender has determined that the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that the Borrower has obtained in connection with the Project, are not less than the amount that is necessary to pay for the Project and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement.
- (j) The Lender has received a written draw request from the Borrower, including certification by the Borrower that the condition set forth in Section 1.4(a) is satisfied, setting forth the expenses previously incurred for which reimbursement is requested in connection with the eligible costs of the Project, as set forth in the Project Budget, included herein as Exhibit B. Reimbursement requests shall specify the amount of funds needed, and a copy of the bill or invoice covering the applicable cost. The Borrower shall apply all disbursements for the purpose requested.
- (k) Borrower shall provide Lender with evidence consisting of written, enforceable loan commitments, that all other funds needed to develop the Project ("Matching Funds") have been secured. Matching Funds secured by Borrower to date amount to approximately **Thirty-Six Million Three Hundred Thousand Dollars** (\$36,300,000), as shown in Exhibit B, Project Budget. Borrower shall be responsible for securing all Matching Funds needed to pay for Project development costs, consistent with the Project Budget and Project Description and Timeline (Exhibits B and C to this Agreement).
- (l) Borrower shall submit its Affirmative Marketing Policies and Procedures and Tenant Selection Plan for the Lender's review and approval, at least 120 days prior to planned completion of the Project, which will include a detailed plan for marketing the Assisted Units and a Tenant Selection Plan describing how Borrower will select Tenants from the among all eligible applicants. Lender will review and approve these plans within thirty (30) days of receipt. The Marketing Plan shall include a period of at least two weeks of marketing and outreach targeted primarily to Sunnyvale residents and workers. To the extent possible without conflicting with the non-discrimination provisions of Section 5.2 or with the requirements of other Project funding agencies and/or state or federal fair housing laws, for the HOME Assisted Units, Borrower shall provide a local preference for Sunnyvale residents and those employed within the Sunnyvale city limits.

1.3 <u>Term of Agreement</u>. The term of this Agreement (the "Term") shall commence upon execution of this Agreement and shall end the earlier of Fifty-Five (55) Years from the date

on which the Project receives a Final Occupancy Certificate or December 31, 2075 ("Occupancy"). All payments on the Loan shall become due and payable in full as set forth in the Note.

1.4 Use of Funds.

- (a) The Borrower shall use the HOME Loan Funds for the reimbursement of eligible costs incurred by the Project (the "Permitted Use"), as described in the Project Budget, attached hereto as Exhibit B.
- (b) The Borrower agrees that it will not use the HOME Funds pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any other federal funds under any other federal program without prior written approval of the City.
- (c) The Borrower agrees to be additionally liable for repayment of any disbursed Loan proceeds not utilized for the Permitted Use.
- 1.5 <u>Regulatory Agreement</u>. In connection herewith, the Borrower shall execute and record a HOME Regulatory Agreement which shall regulate the Assisted Units in the Project to ensure that they are occupied by and affordable to Very Low Income Households for the Term as defined in Section 1.3 above. These affordability requirements shall apply without regard to repayment of the Loan, or any full or partial transfer of ownership of the property, and shall run with the land.
- 1.6 <u>Subordinate Loan</u>. The HOME Loan Documents shall be subordinate to the Senior Loans as defined below (each, a "Senior Loan"): the Construction Loan, until repaid; the Bank of America Permanent Loan; the City of Sunnyvale Housing Mitigation Funds Loan; the County of Santa Clara HOME Loan, the County of Santa Clara Permanent Supportive Housing Loan, and the Housing Trust Silicon Valley Loan.
- 1.7 <u>Compliance with HOME Program Requirements</u>. The Borrower agrees that at all times its acts regarding the Project and the use of funds provided herein shall be in conformity with all provisions of the HOME Program including the statutes, rules and regulations and such policies and procedures of HUD pertaining to the HOME Program. The Borrower acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling the Borrower to fully comply with such provisions.

ARTICLE II GENERAL REQUIREMENTS

- 2.1 Rental Agreement. Leases of units must comply with the following requirements:
 - (a) Tenant leases must be for not less than one year unless by mutual agreement between tenant and owner.
 - (b) Any termination of tenancy or refusal to renew a lease, with the exception of evictions or non-renewals for non-payment of rent, must be preceded by

- at least thirty (30) days written notice specifying the grounds for the action by the owner.
- (c) Leases shall be in writing and may not contain the following prohibitive clauses:
 - (1) Agreement by the tenant to be sued.
 - (2) Statement that owner can confiscate tenant property.
 - (3) Statement excusing owner from legal responsibility.
 - (4) Statement that owner does not have to give notice when instituting a lawsuit.
 - (5) Agreement by the tenant to waive rights to a jury trial.
 - (6) Agreement by the tenant to waive rights to appeal a court decision.
 - (7) Agreement by the tenant to pay attorneys' fees if the tenant wins a court case.
 - (8) Agreement by the tenant to waive rights to civil court proceeding to defend eviction.
- 2.2 <u>Construction Management.</u> The Borrower shall comply with all of the terms and provisions of the City permits issued for the Project and ensure that the premises are clean and orderly during the course of the work. All surplus materials delivered to the job site and all materials, fixtures, and equipment shall be removed from the job site promptly after completion, as well as all rubbish and construction debris resulting from construction. The area affected by this work shall be left in a clean condition.
- 2.2 <u>Property Management</u>. During the term of this Agreement, Borrower shall maintain the Property in good repair and in a neat, clean and orderly condition and shall comply with all of the terms and provisions of the City permits issued for the Project. The Borrower must keep and maintain the Property in compliance with all applicable laws and Lender requirements for the duration of this Agreement, and shall not cause or allow the Property to be in violation of any federal, state or local laws, ordinances or regulations.
- 2.3 Occupancy Procedures. The Borrower shall develop and submit to Lender for review and approval a tenant selection plan and written tenant selection policies and criteria for the all of the units that:
 - (a) Are consistent with the purpose of providing housing for Lower-Income Households;
 - (b) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; and
 - (c) Provide for:

- (i) The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
- (ii) The prompt written notification to any rejected applicant of the grounds for any rejection.
- 2.4 <u>Security Deposits</u>. Any security deposits collected by the Borrower or Borrower's agent shall be kept separate and apart from all other funds of the Property in a trust account with depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with California law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.
- 2.5 <u>Hazard and Liability Insurance</u>. The Borrower shall at all times cause the Property to be insured against loss by fire, flood, if in a flood zone, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the Lender. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the Lender. Property insurance policies shall name the Lender as an additional insured, as approved by the Lender. The foregoing shall not limit the obligations of Borrower pursuant to the Deed of Trust.
- 2.6 <u>Hold Harmless</u>. The Borrower and its successors in interest agree to indemnify, defend, and hold harmless the Lender and its agents, employees, volunteers and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorney's fees) arising from or in connection with the Borrower's construction, management, maintenance or operation of the Project; provided, however, the Borrower's obligations to indemnify and hold harmless shall not apply in the event of the Lender's or its agents', employees', volunteers' or officers' gross negligence or willful misconduct.
- 2.7 <u>Annual Report</u>. The Borrower shall file with the Lender an annual report, no later than 120 days following the end of each calendar year. The report shall contain a certification by the Borrower as to such information as the Lender may then require including, but not limited to, the following:
 - (a) Any substantial physical defects in the Property, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Borrower has taken in order to maintain the Property in a safe and sanitary condition in accordance with applicable housing and building codes.
 - (b) The occupancy of the Property including:
 - (1) the verified income of each current household; and
 - (2) the current rent charged each household and whether these rents include utilities.

- (c) A summary of the information received from the recertification of tenants' incomes.
- (d) Other information reasonably required by the Lender and/or HUD, including the fiscal condition of the Borrower showing a financial statement for the previous fiscal year that includes a balance sheet and a profit and loss statement indicating any surplus or deficit in operating accounts; a detailed, itemized listing of income and expenses; the amount of any fiscal reserves and the total amount of Residual Receipts received. Such financial statement shall be prepared in accordance with the requirements of the Lender and/or HUD. The Lender may require that the financial statement be audited at the Borrower's expense by an independent certified public accountant acceptable to the Lender or other person designated by the Lender.
- (e) For Projects with floating HOME units, the Borrower must provide the Lender with information regarding unit substitution and filling vacancies to comply with HOME rental occupancy requirements.

2.8 Lender Review and Inspections.

- (a) Upon not less than three (3) business days' notice to the Borrower, the Lender and/or HUD may at any time during the term of this Agreement, enter and inspect the physical premises and inspect all accounting records pertaining to the development or operation of the Project. Upon request by the Lender, the Borrower shall notify occupants of upcoming inspections of their units in accordance with state law.
- (b) The Lender may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement. Such information shall be promptly provided by the Borrower.
- (c) Borrower shall preserve and make available its records related to receipt and use of Loan proceeds until the expiration of five years from the date of the final disbursement of Loan proceeds, or for such longer period, if any, as is required by law. Borrower shall preserve and make available its records related to occupancy and rent requirements until the expiration of five years from the end of the calendar year to which such records pertain, or for such longer period, if any, as is required by law. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

2.9 Restrictions on Sale, Encumbrance, and Other Acts.

(a) The Borrower shall not make any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer (a "Transfer") in any form of

- the Project or of any its interest therein, except as otherwise permitted herein or with the prior written approval of the Lender in its reasonable discretion.
- (b) In the event of a transfer to a wholly-controlled affiliate of MidPen Housing Corporation ("MidPen"), Lender approval rights shall be limited to adjusting terms of the Loan and transferee's willingness to assume all obligations.
- (c) The unpaid principal balance of the Loan together with any unpaid interest due thereon shall be due and payable in full upon: 1) a refinancing, sale, transfer or other disposition of the Property or any portion thereof, unless such disposition of the Property has been first approved in writing by the Lender, as evidenced by the signature of the City Manager, and approved as to form by the Lender's Attorney; or 2) the declaration by the Lender of a default as described and subject to the notice and cure periods in Article 3 below
- (d) The Borrower shall not permit the use of the Property for any purpose other than that permitted by this Agreement without the prior written approval of the Lender.
- (e) Notwithstanding anything to the contrary contained herein, the following Transfers shall be permitted under this Agreement, the Note, Deed of Trust and Regulatory Agreement: (1) encumbrance of the Property by all lenders identified on Exhibit B; (2) transfers of the Borrower's limited partner interest; (3) removal and replacement of Borrower's general partner pursuant to the Borrower's partnership agreement; and (4) the granting and exercise of a right of first refusal and/or purchase option from Borrower to MidPen or a wholly-controlled affiliate of MidPen.
- (f) The Lender may approve a Transfer provided that all of the following conditions are met:
 - (1) the Borrower is in compliance with the Regulatory Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Regulatory Agreement;
 - (2) the transferee agrees to assume all obligations of the Borrower pursuant to the Regulatory Agreement and the HOME Program;
 - (3) any transferee demonstrates to the Lender's satisfaction that it has the management and financial capacity to own and operate the Property;
 - (4) the transferee demonstrates to the Lender's satisfaction that it can own and operate the Property in full compliance with all HOME Program requirements; and

- (5) any terms of the sale, transfer or conveyance shall not threaten the Lender's security, repayment of the Loan or the successor's ability to comply with all HOME Program requirements.
- (g) The Lender may grant its approval for a sale, transfer or conveyance subject to such terms and conditions as may be necessary to ensure compliance with HOME Program requirements and Lender's requirements, which may include adjustment of the Loan terms, including repayment terms, as a condition of approval for the transfer.
- 2.10 <u>Assignment of Lender Rights</u>. The Lender retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the Lender may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.
- Environmentally Impaired. In the event that any portion of the Property is 2.11 determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Lender's or the trustee's rights and remedies under the Deed of Trust, the Lender may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Borrower to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Lender's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Lender in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the Lender upon its demand made at any time following the conclusion of such action.
- 2.12 <u>Hazardous Materials</u>. Borrower shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined

as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction, rehabilitation and operation of projects like the Project or kept and used in and about property of this type.

Borrower shall immediately advise the Lender in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq. or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

The Lender shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower. Borrower shall indemnify and hold harmless the Lender and its council members, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by the Lender in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees. This obligation to indemnify shall survive termination of this Agreement.

Without the Lender's prior written consent, which shall not be unreasonably withheld, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the Lender's reasonable judgment, impair the value of the Lender's security hereunder; provided, however, that the Lender's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the Lender's consent before taking such action, provided that in such event Borrower shall notify the Lender as soon as practicable of any action so taken. The Lender agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or

criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the reasonable satisfaction of the Lender that there is no reasonable alternative to such remedial action which would result in less impairment of the Lender's security hereunder; or (iv) the action has been agreed to by the Lender.

Borrower hereby acknowledges and agrees that (i) this Section is intended as the Lender's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

- 2.13 Fees and Taxes. Borrower shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project to the extent owned by Borrower, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the Lender, Borrower deposits with the Lender any funds or other forms of assurance that the Lender in good faith from time to time determines appropriate to protect the Lender from the consequences of the contest being unsuccessful.
- 2.14 <u>Notice of Litigation</u>. Borrower shall promptly notify the Lender in writing of any litigation materially affecting Borrower or the Property and of any claims or disputes that involve a material risk of such litigation

2.15 Operation of Property.

- (a) Borrower shall operate the Property as affordable rental housing for eligible Households as defined in the Regulatory Agreement, consistent with (i) HUD's requirements for use of the HOME Funds, and (ii) the Regulatory Agreement.
- (b) Borrower shall submit its proposed form of lease or occupancy agreement for the Lender's review and approval. The term of the agreement shall be for no less than one (1) year, except by mutual agreement between Borrower and the Tenant, and shall not contain any provision which is prohibited by 24 CFR 92.253(b) and any modifications thereto. Any Borrower termination of a lease agreement or refusal to renew must be in conformance with 24 CFR 92.253(c), and must be preceded by not less than thirty (30) days written notice to the tenant by the Borrower specifying the grounds for the action.
- (c) Borrower shall determine in writing prior to each new occupancy of HOME Assisted Units that prospective Tenants meet the income limits set forth in the Regulatory Agreement and Borrower's Tenant Selection Policies in

- order to satisfy HOME eligibility requirements for occupancy of the HOME Assisted Units.
- (d) The Borrower must determine the eligibility of each Tenant pursuant to the Lender's approved tenant eligibility screening procedures within sixty (60) days before Tenant's expected occupancy of one of the units in the Project. The Borrower shall re-certify each Tenant's eligibility on an annual basis.
- (e) The maximum household income of a Tenant occupying a Unit in the Project and the total charges for rent, utilities, and related services to each Tenant occupying a Unit shall not exceed the HOME Program rent and income limits applicable to the Unit as provided in the Regulatory Agreement.

ARTICLE III DEFAULTS AND REMEDIES

3.1 Event of Default.

Each of the following shall constitute a "Default" and "Event of Default" by Borrower under this Agreement:

- (a) <u>Failure to Complete Project</u>. Failure of Borrower to complete the Project by the date provided in Exhibit C "Project Description and Timeline," subject to the cure periods provided in subsection (d) below and further subject to force majeure.
- (b) <u>Occupancy of Assisted Units</u>. Failure of Borrower to complete and lease Assisted Units to eligible households within 18 months of Project completion.
- (c) <u>Failure to Make Payment</u>. Failure to repay the principal and any interest on the Loan within ten (10) days of receipt of written notice from the Lender that such payment is due pursuant to the Loan Documents.
- (d) <u>Breach of Covenants</u>. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Lender to the Borrower or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 3, the specific provisions shall control.
 - i. Notice to Borrower and Borrower's limited partner shall be at the addresses specified herein. Notwithstanding anything to the contrary contained herein, or in any of the Loan Documents, the limited partner of Borrower shall have the right, but not the obligation, to cure the defaults of the Borrower and any cure

tendered by the limited partner shall be accepted or rejected on the same basis as if tendered by Borrower.

- (e) <u>Default Under Other Loans</u>. Failure to make any payment or perform any of Borrower's covenants, agreements, or obligations under the documents evidencing and securing the other loans to Borrower in connection with the Project, if any, following expiration of all applicable notice and cure periods <u>and the declaration of such default by the holder of such loan</u>.
- (f) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the Lender, the indebtedness evidenced by the Note.
- (g) <u>Assignment; Attachment</u>. Borrower shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by Lender, the indebtedness evidenced by the Note.
 - (h) Suspension; Termination. Borrower shall have voluntarily suspended its business.
- (i) <u>Condemnation</u>. The condemnation, seizure, or appropriation of all or the substantial part of the Property.
 - (i) Unauthorized Transfer. Any transfer other than as permitted by Section 2.9.
- (k) <u>Representation or Warranty Incorrect</u>. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Lender in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made <u>and that Borrower was aware that the representation</u> or warranty was incorrect when made.

3.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Lender or automatically where so specified, relieve the Lender of any obligation to make or continue the Loan and shall give the Lender the right to

proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

- (a) Acceleration of Note. The Lender shall have the right to cause all indebtedness of the Borrower to the Lender under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Lender may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Lender as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Lender Deed of Trust. The Borrower shall be liable to pay the Lender on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Lender in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.
- (b) <u>Specific Performance</u>. The Lender shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Regulatory Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of the Regulatory Agreement.
- (c) <u>Right to Cure at Borrower's Expense</u>. The Lender shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. The Borrower agrees to reimburse the Lender for any funds advanced by the Lender to cure a monetary default by Borrower upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

3.3 Right of Contest.

Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Lender or the rights of the Lender hereunder.

3.4 Remedies Cumulative. No right, power, or remedy given to the Lender by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Lender by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the Lender to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy. Any material breach by the Borrower of any representation, warranty or covenant hereunder, which is not cured within thirty days (30) after notice thereof given by the Lender or, where cure is not possible within thirty (30) days, whose cure is not commenced within thirty days and diligently prosecuted to completion shall constitute an Event of Default.

3.5 <u>Lender's Remedies</u>. Upon the happening of an Event of Default, the Lender may pursue any remedy allowed at law or in equity, including but not limited to, accelerating payment under the Note or applying to any State court for specific performance of this Agreement and the Regulatory Agreement.

ARTICLE IV HOME PROGRAM REQUIREMENTS

- 4.1 <u>HOME Laws and Regulations</u>. The Borrower shall comply with all applicable laws and regulations governing the HOME Program and the use of the HOME Loan, as set forth in 24 CFR Part 92 et seq., including (but not limited to) the requirements set forth in the Regulatory Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the HOME Program and the use of the Loan proceeds, the applicable HOME Program laws and regulations shall govern. The Borrower agrees to enter into any modification of this Agreement and/or the Regulatory Agreement reasonably required by the Lender to attain compliance with the requirements of the HOME Program. The Borrower acknowledges and agrees that it has received and reviewed a copy of the regulations regarding the HOME Program in effect as of the date of execution of this Agreement.
- 4.2 <u>Specific Requirements</u>. The laws and regulations governing the HOME Program and the use of the HOME Loan include (but are not limited to) the following, as may be amended from time to time:
- (a) Environment and Historic Preservation. Section 104(f) of the Housing and Community Residence Act of 1974 and 24 CFR Part 58, which prescribe procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321 4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.
- (d) Uniform Guidance. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards governed by 2 CFR Part 200 (Subpart A Acronyms and definitions, Subpart B General provisions, Subpart D Post Award requirements, and Subpart F Audit requirements).
- (e) Architectural Barriers. The requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).
- (f) Lead-Based Paint. The requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.) and implementing regulations at 24 CFR Part 35.
- (g) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and similar state laws. If and to the extent that development of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance and

payment of monetary benefits (24 CFR 92.353). The Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

- (h) Disabled Access. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and federal regulations issued pursuant thereto (24 CFR Part 8), which prohibit discrimination against the disabled in any federally assisted program.
- (i) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. The Borrower agrees to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project."

- (j) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-20 (Public Law 90-284) and implementing regulations at 24 CFR Part 107.
 - (k) Executive Order 11063 and regulations at 24 CFR Part 107.
- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 107.
- (m) The Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations at 24 CFR Part 146.
- (n) Executive Order 12372 and implementing regulations at 24 CFR Part 52, regarding intergovernmental review of federal programs.
 - (o) Flood Disaster Act of 1973, 42 U.S.C. 4001, et seq.
 - (p) Drug Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D.

- (q) Any other Department of Housing and Urban Development regulations currently in effect or as may be amended or added in the future pertaining to the HOME Program.
- (r) The Fair Housing Act (42 U.S.C. 3601-3620)(Pub. L. 90-284) as it ensures fair housing practices and prohibits housing discrimination based on race, color, religion, sex, national origin, handicap, or familial status.
- (s) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto at 24 CFR Section 470.601 as it relates to prohibiting discriminatory actions in activities funded by Community Development Funds.
- (t) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity) and implementing regulations issued at 41 CFR Chapter 60 and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and implementing regulations at 24 CFR part 135 as they relate to equal employment opportunities.
- (u) Executive Orders 11625 and 12432 (concerning minority business enterprise) and 12138 (concerning women's business enterprise) to encourage the use of women and minority owned businesses to the maximum extent possible.
- (v) Use of debarred, suspended, or ineligible contractors or subrecipients is prohibited directly or indirectly as part of this award as set forth in 24 CFR part 5.
- (w) No member, officer or employee of the organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the loan, and the Borrower shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of the certification.
- (x) There shall be no religious worship, instruction, or proselytizing as part of, or in connection with the performance of this agreement.
- (y) <u>Davis Bacon</u>. All contracts for new construction or rehabilitation projects with 12 or more HOME-assisted units shall comply with HUD requirements as set forth under CFR 24 92.354, and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, and 5 governing the payment of wages and the ratio of apprentices and trainees to journeypersons.
- (z) <u>Affirmative Marketing</u>. The requirements of the City of Sunnyvale's affirmative marketing policies and procedures as contained in the City of Sunnyvale's Consolidated Plan which is in accordance with 24 CFR Part 92.351. In accordance with 24 CFR

92.351(a)(1), projects with five (5) or more HOME-assisted units are subject to Affirmative Marketing requirements.

- (aa) <u>Property Standards</u>. HOME Assisted Units must meet all applicable state and local housing quality standards and code requirements, including meeting the property standards in 24 CFR Part 92.251, upon project completion, and for the duration of the affordability period.
 - i) Rehabilitation: In accordance with 24 CFR 92.251(b), capital needs assessments are required for rental projects with 26+ total units. If the remaining useful life of any system is less than the period of affordability, a replacement reserve must be established to cover eventual repair/replacement.
- (bb) <u>Affordability</u>. The HOME Assisted Units must conform to 24 CFR Part 92.252 including compliance with the HOME rent limits as set forth in the Regulatory Agreement.
- (cc) <u>Conflict of Interest</u>. In accordance with 24 CFR 92.356(f), no owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a CHDO when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project.
- (dd) <u>HUD Regulations</u>. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the use of HOME funds, including but not limited to HUD regulations as may be promulgated regarding subrecipients, owners, developers, or sponsors.
- (ee) <u>Other Federal Requirements</u>. The Federal requirements established in 24 CFR 92.350 are applicable to participants in the HOME program, which include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
- (ff) <u>Successor Rules</u>. In the event HUD ceases to provide definitions, determinations and calculations under the HOME Program related to Income Eligible Households or Annual Income, or both, the provisions of this Section shall be performed in accordance with definitions, determinations and calculations related to such matters as established by the Lender with a view toward establishing such definitions, determinations and calculations in a manner consistent, as nearly as possible, with those formerly promulgated by HUD under the HOME Program.
- (gg) Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Title IV regulations require that an applicant for public benefits is a qualified alien eligible to receive federal public benefits under the Act. According to Section 401 of PRWORA, a "Federal Public Benefit" includes "any grant, contract, loan, professional license or commercial license" provided to an individual, which includes public or assisted housing.

Certification Regarding Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (hh) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federally appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure form to Report Lobbying" in accordance with its instructions.

Non-Religious Activity. In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with funds, pursuant to Title II of the Housing and Community Development Act of 1990, as amended, the Borrower:

- (jj) Represents that it is not, or may not be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and,
 - (kk) Agrees that, in connection with such services:
 - (1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - (2) It will not discriminate against any person applying for housing on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 - (3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence on or in the Project Property; and,
 - (4) The common portion of the Project Property shall contain no sectarian or religious symbols or decorations.

Disclosure of Confidential Tenant Information. To the extent allowed by law, Lender agrees to maintain the confidentiality of any information regarding Tenants or applicants for residency under this Project, or their immediate families, pursuant to this Agreement, which may

be obtained through application forms, interviews, tests, reports, from public agencies or counselors, or any other source. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services under the Project through subcontracts.

ARTICLE V MISCELLANEOUS PROVISIONS

- 5.1 <u>Conflict of Interest.</u> No employee, agent, consultant, officer, elected or appointed official or member of the Lender has or may obtain a personal or financial interest in or benefit from the Borrower or the Project or in any contract or subcontract or agreement, or the proceeds thereof, relating to the Project either for themselves or for those with whom they have family or business ties, during their tenure or one year thereafter.
- Non-discrimination. All of the Assisted Units shall be available for occupancy on a continuous basis to members of the general public who are eligible households and income eligible. The Borrower shall not give preference to any particular class or group of persons in renting the Assisted Units, or any part of the Property, except to the extent that the Assisted Units are required to be leased to Very Low Income Households, as further described in the Regulatory Agreement and Tenant Selection Plan. The Borrower shall not discriminate against any prospective tenant in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Project on the basis of race, color, age, ancestry, national origin, religion, sex, sexual preference, marital status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. The Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.3 Hold Harmless.

(a) The Borrower hereby agrees to, and shall, indemnify, defend, and hold Lender, its elective and appointive boards, council members, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Borrower's operations under this Agreement, whether such operations be by the Borrower or subcontractor, or by any one of more persons directly or indirectly employed by, or acting as agent for, the Borrower or any subcontractor, except to the extent caused by the gross negligence or willful misconduct of Lender, its elective and appointive boards, council members, officers, agents or employees. The Borrower agrees to, indemnify, defend, and shall, hold the Lender, its elective and appointive boards, council members, officers, agents and employees harmless from any suits or actions at law or

- in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations.
- (b) The Borrower agrees to provide all costs of any necessary legal defense and all attorneys' fees incurred in defending any claim, whether or not actually filed in any court.
- 5.4 <u>Amendment</u>. This Agreement may be amended only by a written instrument signed by authorized representatives of the Lender and the Borrower. The City Manager or his/her designee shall be authorized to act on behalf of the Lender.
- 5.5 <u>Notice</u>. Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified mail, to the party in question at the address shown below:

Lender: City of Sunnyvale

Housing Officer P. O. Box 3707

Sunnyvale, CA 94088-3707

With a copy to: City of Sunnyvale

City Attorney P. O. Box 3707

Sunnyvale, CA 94088-3707

Borrower: MP Edwina Benner Associates, L.P. a California

limited partnership

c/o MP 460 Persian LLC, a California limited

liability company

303 Vintage Park Drive, Suite 250

Foster City, CA 94404 Attn: Matthew O. Franklin

With a copy to Trustor's investor limited partner:

Bank of America, N.A. MA1-225-02-02 225 Franklin Street Boston, MA 02110

Attn: Asset Management

5.6 <u>No Waiver</u>. No failure to enforce or delay in enforcing or exercising any right or remedy available under this Agreement shall impair the exercise of such right or remedy or the exercise of a similar right or remedy on a subsequent occasion.

- 5.7 <u>Severability</u>. Should any provision of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in force to the maximum extent possible.
- 5.8 <u>Titles and Headings</u>. The titles and headings in this Agreement are for convenience only and shall not be construed to affect the meaning or construction of any provision of this Agreement.
- 5.9 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 5.10 <u>Attorneys' Fees</u>. The prevailing party shall be entitled to receive the amount of its legal expenses, including reasonable attorneys' fees, expert legal fees and other legal costs and expenses, in the event of any legal action brought under or to enforce the provisions of this Agreement.
- 5.11 No Third Party Beneficiary. This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
- 5.12 <u>No Pledging of Lender's Credit</u>. Under no circumstances shall the Borrower have the authority or power to pledge the credit of Lender or incur any obligation in the name of Lender. Borrower shall save and hold harmless Lender, its City Council, its officers, employees, and boards and commissions for expenses arising out of this Agreement.
- 5.13 <u>Venue</u>. In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

IN WITNESS WHEREOF, the Lender and the Borrower have executed this Agreement as of the date first set forth above.

LENDER:	BORROWER:
City of Sunnyvale, a municipal corporation	MP EDWINA BENNER ASSOCIATES, L.P. a California Limited Partnership
By: Deanna Santana Its: City Manager	By: MP 460 Persian LLC, a California limited liability company Its: General Partner By: Mid-Peninsula Baker Park, Inc., a California nonprofit public benefit corporation Its: Sole Member/Manager By: Matthew O. Franklin Its: Assistant Secretary
APPROVED AS TO FORM: By: Robert Boco Senior Assistant City Attorney	

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
STATE OF CALIFORNIA) COUNTY OF SANTA CLARA)
On, before me,, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature(Seal)
"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
STATE OF CALIFORNIA) COUNTY OF)
On, before me,, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature(Seal)

"A Notary Public or other officer completing this certificate verifies only the identity of the individual

EXHIBIT A

Legal Description

460 Persian Drive, Sunnyvale, CA

The land referred to is situated in the city of Sunnyvale, county of Santa Clara, State of California, and is described as follows:

PARCEL ONE:

Parcel E as shown on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on June 4, 1970 in Book 268 of Maps, Page 51.

EXCEPTING THEREFROM, the following:

A portion of Parcel E, as shown on that certain Parcel Map recorded June 4, 1970 in Book 268, Page 51 of Maps, Records of Santa Clara County, California and being more particularly described as follows: Commencing at the Northeasterly corner of said Parcel E, said corner also being on the Southerly line of Persian Drive as shown on the above mentioned Parcel Maps; thence South 14° 50' 15" West along the Easterly line of said Parcel E, 8.90 feet to a point; thence South 78° 57' 41" West, 89.94 feet to a point on the Southerly line of said Persian Drive; and thence along said Southerly line of Persian Drive 94.17 feet to the point of commencement.

PARCEL TWO:

An easement for emergency vehicle access as set forth in that certain "Reciprocal Easement Agreement (Emergency Vehicle Access)" recorded April 6, 2015, Instrument No. 22906239, of Official Records.

APN: 110-29-028 ARB: 110-14-118.01

Situs Address: 460 Persian Drive, Sunnyvale, CA 94089

EXHIBIT B

Project BudgetSources and Uses

Category		Line Items	Subtotal
ACQUISITION	•		\$ 8,412,829
Property Acquisition	\$	7,561,145	Ψ 0,412,020
Holding Costs (Insurance, Property Management,	\dashv	1,001,110	
Security, Bridge Loan Interest, Tenant Relocation)	\$	766,073	
Soft Costs (Legal, Title, etc.)	\$	85,611	
CONSTRUCTION		/ -	\$ 33,192,896
Hard Costs			\$ 27,764,32
Site prep (grading, soil remediation, utilities, etc.)	\$	193,864	, , , , ,
Structure (foundation, parking, dwelling units)	\$	20,923,348	
On-site improvements (landscaping, fencing, etc.)	\$	1,132,560	
Off-site improvements (sidewalks, etc.)	\$	28,659	
Solar Energy System	\$	448,000	
General Contractor Overhead (~9%)	\$	2,371,097	
Contingency (10%)	\$	2,666,793	
Construction Soft Costs			\$ 5,428,57
Design/Engineering	\$	1,883,400	
Construction Management	\$	202,675	
Permits	\$	312,000	
Legal & Escrow Fees	\$	180,500	
Construction loan interest	\$	2,000,000	
City utility connection fees (water, sewer, etc.)	\$	850,000	
OTHER SOFT COSTS			\$ 2,682,38
Insurance, audit, appraisal, other misc. soft costs	\$	410,020	
Developer Fee	\$	1,400,000	
Reserves	\$	405,365	
Marketing, Lease-up expenses	\$	150,000	
Soft Cost Contingency	\$	317,000	
TOTAL USES	\$	44,288,110	
SOURCES			
City of Sunnyvale Housing Mitigation Loan (Perm)	\$	7,430,000	
Investor Equity	\$	23,288,710	
B of A / Investor Loan (Perm*)	\$	10,419,400	
Housing Trust Loan	\$	200,000	
County of Santa Clara Loan	\$	2,350,000	
City of Sunnyvale HOME Loan	\$	600,000	
	\$	44,288,110	

EXHIBIT C

Project Description and Timeline:

Construct a sixty-six unit (66) affordable housing project at 460 Persian Drive in Sunnyvale, CA as further described in this Agreement and in the plans and conditions of approval of Planning Application 2015-7772 granted by the City of Sunnyvale on January 25, 2016.

Timeline:

Task	Target Date
Close Construction & City Loans	March 30, 2017
Begin Construction	April 15, 2017
Submit Final Tenant Selection Plan to City	June 30, 2017
Complete Construction	September 1, 2018
Begin Lease Up	September 1, 2018
Complete Occupancy	February 1, 2019
Perm Conversion (Senior Lender)	June 1, 2019

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Sunnyvale Housing Division P.O. Box 3707 Sunnyvale, CA 94088-3707 Attn: Housing Officer

No fee for recording pursuant to Government Code Section 27383

APN: 110-29-028

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (Edwina Benner Plaza)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of this 1st day of April, 2017, by and between the City of Sunnyvale, a municipal corporation (the "City") and MP Edwina Benner Associates L.P., a California limited partnership (the "Borrower").

RECITALS

- A. The City and the Borrower have entered into a HOME Investment Partnerships ("HOME") Program Loan Agreement dated concurrently herewith, pursuant to which the City will provide a loan (the "Loan") to the Borrower to assist in the development of an apartment project with sixty-six (66) units (the "Project") located at 460 Persian Drive in the City of Sunnyvale, California, as more particularly described in Exhibit A attached hereto (the "Property"). The Project shall provide sixty-five (65) apartments affordable to Lower-Income Households as defined herein, and one manager's unit.
- B. The Project provides affordable housing for Lower-Income Households (the "Tenants"). The Borrower intends to construct sixty-six (66) multi-family rental apartments and associated improvements on the Property consistent with permits issued by the City to provide affordable housing for Lower-income Households (the "Project").
- C. The HOME Assisted Units shall be maintained by Borrower as affordable housing for Very Low Income Households for the term of this Agreement. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Loan Agreement (as defined below).
- D. The Loan is funded with HOME Investment Partnership Program funds received by the City from the United States Department of Housing and Urban Development ("HUD") in accordance with federal laws and regulations governing the HOME Program as set forth in the Cranston-Gonzales National Housing Act of 1990, 42 U.S.C. 12741 et seq., and 24 CFR Part 92, (the "Regulations and the Acts"), all as amended from time to time.

- E. The City has agreed to make the Loan to the Borrower on the condition that the Project be maintained and operated in accordance with restrictions concerning affordability, operation, and maintenance of the Project, as specified in this Agreement and the Loan Agreement.
- F. In order to ensure that the entire Project will be used and operated in accordance with these conditions and restrictions, the City and the Borrower desire to enter into this Agreement.
- G. As a condition of providing the Loan, the City requires the Borrower to execute this Regulatory Agreement which will regulate Three (3) Units in the Project as "HOME Assisted Units", as more particularly described in Exhibit B attached hereto and incorporated herein, to ensure that they are occupied by and affordable to Very Low Income Households, as defined below, for the term of this Regulatory Agreement. The HOME-Assisted Units will be monitored by the City for compliance with HOME program requirements, and may "float" as that term is defined in HOME regulations.

NOW THEREFORE, in consideration of these recitals and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Borrower hereby agree as follows.

ARTICLE 1 DEFINITIONS

- 1. <u>Definitions</u>. For the purpose of this Regulatory Agreement, the following definitions shall apply:
- (a) "Actual Household Size" shall mean the actual number of persons in the applicant's household at time of application to rent a Unit.
- (b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household as calculated in accordance with 24 CFR 92.203(b)(1) (which incorporates 24 CFR 5.609).
- (c) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.
- (d) "Assumed Household Size" shall mean, solely for the purposes of establishing maximum rent limits for the Assisted Units, a household size equal to the number of bedrooms in the Unit, plus one. For example, the Assumed Household Size for a one-bedroom unit shall be a household of two. Assumed Household Size is not intended to be used as a maximum occupancy limit for the Units.
- (e) "Borrower" shall mean MP Edwina Benner Associates L.P., a California limited partnership, and its successors and assigns to the Project.

- (f) "City" shall mean the City of Sunnyvale, a municipal corporation.
- (g) "Compliance" means that the HOME Assisted Units shall be maintained and operated as affordable housing in accordance with the Regulations and the Acts as defined in the Recitals above. In the event of any conflict between the terms herein and the Regulations and the Acts, the Regulations and the Acts shall prevail, except for those terms specified herein regarding income, rent, and age limits, which may be stricter than those of the Regulations and the Acts.
- (h) "Deed of Trust" shall mean the deed of trust in favor of the City, secured by Borrower's interest in the Property, which secures repayment of the Loan and the performance of the Promissory Note, Loan Agreement, and this Agreement.
- (i) "HOME Assisted Unit(s)" shall mean one or more of the Three (3) Units within the Project developed with the assistance of the HOME Loan, and which, pursuant to Section 2.1(a) below, are required to be occupied by, or if vacant, available for occupancy by Very Low-Income Households, as further set forth in Article 2 and in Exhibit B, attached hereto, and which are subject to the terms of this Agreement and the HOME Program regulations.
- (j) "Household Size" shall mean the actual number of persons in the applicable household.
- (k) "HUD" shall mean the United States Department of Housing & Urban Development.
- (l) "Loan" shall mean all HOME funds loaned to the Borrower by the City pursuant to the HOME Loan Agreement.
- (m) "Loan Agreement" shall mean the HOME Investment Partnerships ("HOME") Loan Agreement entered into by and between the City and the Borrower, dated concurrently herewith
- (n) "Low Income Household" shall mean a household with an Adjusted Income that does not exceed the HUD Low Income Limit, (also known as the Section 8 limit) adjusted for Actual Household Size, as published annually by HUD, and which corresponds roughly to 80 percent or less of the area median income, as determined by HUD.
- (o) "Low Income Rent" shall mean the maximum allowable rent for a Low Income HOME-Assisted Unit pursuant to Section 2.2(a) below (e.g., the HOME Program "High" rent limit for Santa Clara County).
- (p) "Median Income" shall mean the median gross yearly household income, adjusted for household size, in Santa Clara County, California, as published from time to time by the United States Department of Housing and Urban Development ("HUD"). In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD.

- (q) "Note" shall mean the promissory note from the Borrower to the City evidencing all or any part of the Loan.
 - (r) "Project" shall have the meaning set forth in Recital A above.
- (s) "Property" shall mean the real property described in Recital A above and in <u>Exhibit</u> A attached hereto and incorporated herein, located at 460 Persian Drive in Sunnyvale.
- (t) "Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Borrower which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, internet, or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Borrower, and paid by the Tenant.
- (u) "Rent Limit" means the maximum monthly rent that may be charged to each Tenant of a Home Assisted Unit in the Property.
- (v) "Tenant" shall mean a household occupying a HOME Assisted Unit in the Property with Borrower's express written permission pursuant to a valid lease agreement, following determination of Tenant's eligibility to reside at the Property.
- (w) "Term" shall mean the term of this Agreement, which shall commence on the date of this Agreement and shall continue until the Fifty-fifth (55th) anniversary date of the issuance of a final Certificate of Occupancy to the Project, or a specified later date in the event the City and Borrower agree to extend such term.
- (x) "Unit" for leasing and management purposes shall mean one of the sixty-five (65) apartments in the Project, excluding the manager's unit, which pursuant to Section 2.1(a) below, are required to be occupied by, or if vacant available for occupancy by, Lower-Income Households.
- (y) "Very Low Income Limit" means the HOME Program income limits for Very Low Income households, adjusted for the actual size of the applicant household, which are established annually by HUD based on approximately 50% of area median income in Santa Clara County, California.
- (z) "Very Low Income Rent" shall mean the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(a) below (e.g., the HOME Program "Low" rent limit for Santa Clara County).
- (aa) "Very Low Income Household" shall mean a household with an Adjusted Income that does not exceed the HOME Program Very Low Income Limit, adjusted for Actual Household

Size, and as published annually by HUD, and which corresponds roughly to 50 percent or less of the area median income, as determined by HUD.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

In consideration of the Loan provided by the City, Borrower agrees to and accepts the restrictions, obligations and conditions contained in this Agreement, the Loan Agreement, the Note, and the Deed of Trust, including without limitation, the occupancy and rent requirements set forth in this Article 2, as follows:

2.1 Occupancy Requirements.

HOME Assisted Units. Three (3) HOME Assisted Units shall be affordable to, and occupied by, Very Low-Income Households, as set forth in Exhibit B. At all times during the Term, each of the HOME Assisted Units shall be separately rented to and occupied by, or if vacant, available for occupancy by a Very Low-Income Household as defined above, as verified by Borrower. The HOME Assisted Units may "float" within the Project as that term is defined in the Regulations and Acts. Borrower shall determine, by documentation reasonably necessary to make such determination, the eligibility of prospective Tenants prior to each Tenant's initial occupancy and annually upon recertification. Conditions of continued occupancy shall be as provided in applicable HOME regulations and in accordance with Borrower's Program rules.

<u>Initial Occupancy of Vacant Units</u>. HOME Assisted Units must be occupied within six months of project completion, or the City will require an updated marketing plan. The City will require repayment of HOME funds if units are not occupied within 18 months of project completion.

2.2 Allowable Rent

<u>Very Low Income Rent</u>. Subject to the provisions of Section 2.3 below, Rents (including utility allowance) charged to Tenants of the <u>Three (3)</u> HOME Assisted Units designated as "Very Low Income Units" in Schedule B shall not exceed the HOME Program "Low" Rent Limits for the applicable unit size. In the event those rent limits are no longer published by HUD, the Very Low Income Rent shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of **fifty percent (50%)** of Median Income for the Assumed Household Size of the unit.

<u>Low Income Rent</u>. Subject to the provisions of Section 2.3 below, Rents (including utility allowance) charged to Tenants of HOME Assisted Units whose incomes, upon recertification, have been determined to exceed the Very Low Income limits but not the Low Income Limits, may be adjusted to the HOME Program "High" Rent Limits for the applicable unit size. In the event those rent limits are no longer published by HUD, the Low Income Rent shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of **sixty-five percent (65%)** of Median Income for the Assumed Household Size of the unit.

<u>City Approval of Rents</u>. Initial rents for all HOME Assisted Units shall be approved by the City prior to occupancy. Any subsequent rent increases shall also be subject to annual City approval and the maximum rent limit defined above. The City shall provide the Borrower with a schedule of maximum permissible rents for the HOME Assisted Units annually based on the formula described above. The Rent limits in effect as of the date of this Agreement are shown in <u>Exhibit B</u> and are adjusted annually by the City following the annual release of HOME Program rent and income limits by the U.S. Department of Housing and Urban Development.

Housing Assistance Payment Contracts. In the event that some or all of the HOME Assisted Units are subject to a valid Housing Assistance Payment ("HAP") contract with HUD and/or the Santa Clara County Housing Authority, the allowable Rent may be determined by the parties to the HAP contract and may exceed the allowable Rent set forth above, provided that Tenant's portion of the rent does not exceed the lesser of the applicable rent limit for the Unit or the maximum Tenant portion of the rent as determined by the Housing Authority. Borrower shall provide notice to City that a HAP contract has been executed, and such notice shall identify which units will be subject to the HAP contract, and the term of HAP contract applicable to each unit. Executed HAP contract(s) shall be made available for City inspection upon request. Under applicable federal law, prior to the expiration of any HAP assistance, Borrower shall notify Tenant that their Rent may be increased to the applicable allowable Rent limit specified herein.

2.3 Increased Income of Tenants

(a) Non-Qualifying Household.

If, upon recertification of the income of a Tenant of a HOME Assisted Unit, the Borrower determines that a Very Low Income Tenant's Adjusted Income has increased and exceeds the qualifying income for a Very Low Income Household, as set forth in Section 1(z), such Tenant shall be permitted to continue to occupy the Unit and, then, upon expiration of the Tenant's lease:

(1) Such Tenant's Rent may be increased to 30% of Tenant's Adjusted Monthly Household Income upon sixty (60) days' written notice to Tenant. If such an increase is expressly prohibited under a deed restriction of a lienholder senior to the City lien, or federal IRS tax credit regulations applicable to the Property at the time, the rent shall be adjusted to the thencurrent Low-Income Limit, and the number of Very Low Income HOME Assisted Units occupied by Tenants with incomes over the Very Low Income Limit shall be reported to the City on an annual basis in Borrower's annual reports to the City as required under Section 3.2 herein.

(b) Increase from Very Low to Low Income Household.

If, upon recertification of the income of a Tenant of a Very Low Income HOME Assisted Unit, the Borrower determines that the Tenant's Adjusted Income has increased and exceeds the Very Low Income Limit as set forth in Section 1(y), but does not exceed the income limit for a Low Income Household, such Tenant shall be permitted to continue to occupy the Unit and, then, upon expiration of the Tenant's lease:

- (1) Such Tenant's Rent may be increased to the then-current rent limit for a Low-Income HOME Assisted Unit (e.g., the HOME Program "High" rent limit), upon sixty (60) days' written notice to Tenant. Following such rent increase, the Unit shall be accounted for as a Low-Income HOME Assisted Unit, and the next available vacant Unit shall be offered to a Very Low Income Home-Assisted Unit. Any changes in the number of Very Low or Low-Income HOME Assisted Units due to such Tenant income increases shall be reported to the City on an annual basis in Borrower's annual reports to the City as required under Section 3.2 herein.
- (c) <u>Termination of Occupancy</u>. Upon termination of occupancy of a HOME Assisted Unit by a Tenant, such HOME Assisted Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Low- or Very Low-Income Household) as the initial income level of the vacating Tenant, until such Unit is re-occupied, at which time the income character of the Unit (e.g., Very Low-Income Unit) shall be re-determined.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

The Borrower will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the HOME Assisted Units. The Borrower shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain at least three months' pay or benefit check stubs (as applicable) for the most recent pay periods; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is retired or unemployed and has no such tax return, obtain another form of independent verification, such as an affidavit signed by the applicant under penalty of perjury, a court order of support, or similar verification. Copies of Tenant income certifications shall be available to the City upon request. Initial household income certification shall be consistent with the "Part 5 Method" described in 24 CFR 5.609.

3.2 <u>Annual Report to the City.</u>

The Borrower shall submit to the City (a) not later than the ninetieth (90th) day after the close of each calendar year, or such other date as may be requested by the City, a statistical report, describing Borrower's compliance with the terms of this Agreement, including: vacancy rate, rent levels of the HOME Assisted Units, the results of the annual tenant income verification process, and a summary of household income levels for Tenants of the HOME Assisted Units, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the City in order to comply with reporting requirements of the United States Department of Housing and Urban Development.

3.3 Additional Information.

The Borrower shall provide the City with any additional information reasonably requested by the City for verification of compliance with this Agreement. The City shall have the right to examine and make copies of all books, records or other documents of the Borrower which pertain to the Property, except for confidential tenant health records protected from disclosure by state or federal law.

3.4 Records.

The Borrower shall maintain complete, accurate and current records pertaining to the Project, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income of Tenants. All Tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.5 <u>On-site Inspection</u>.

The City shall have the right to perform an on-site inspection of the Project at least one time per year as required by the Regulations, with advance notice to Borrower of at least three (3) business days to monitor compliance with this Agreement. The Borrower agrees to cooperate in such inspection.

ARTICLE 4OPERATION OF THE PROJECT

4.1 Use of the Development.

The Project shall be operated as affordable rental housing consisting of Sixty-six (66) Units, including but not limited to <u>Three (3)</u> HOME Assisted Units and one unrestricted Unit for an on-site property manager. The HOME Assisted Units shall be occupied by and Affordable to Very Low Income Households as further specified herein, and as verified by Borrower pursuant to Borrower's written tenant selection procedures.

4.2 Compliance with Agreements.

Borrower shall comply with all the terms and provisions of this Agreement, the Loan Agreement, the Note, and Deed of Trust.

4.3 Taxes and Assessments.

Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that Borrower

shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

The Borrower is responsible for all management functions with respect to the Property, including without limitation the selection of tenants, certification and recertification of Tenant income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Borrower shall develop and maintain appropriate tenant selection procedures that include verification of: income, program eligibility, and age qualification (senior status), while complying with state and federal fair housing laws. The City shall have no responsibility over management of the Property. The Borrower shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder, unless the City approves self-management by the Borrower. The City hereby approves MidPen Property Management Corporation as the Management Agent.

- (a) Accounting Records. In a manner subject to City approval, the Borrower shall maintain, on an accrual or modified accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Project, and shall cause to be prepared an independent fiscal audit conducted in accordance with generally accepted accounting principles. Upon completion, Borrower shall provide the City with a copy of each such annual fiscal audit. All records and books relating to this system shall be kept for a period of at least seven years and in such a manner as to ensure that the records are reasonably protected from destruction or tampering. All records shall be subject to City inspection and audit.
- (b) <u>Use of Income from Operations</u>. The Borrower, or its management agent, shall promptly deposit all operating income in a segregated account established exclusively for the Project with an FDIC or other comparable federally-insured financial institution.

5.2 <u>Management Agent; Periodic Reports</u>.

Unless the City approves self-management by the Borrower, the Project shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Borrower shall submit for the City's approval the identity of any proposed Management Agent. The Borrower shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent by

notifying the Borrower in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. The City hereby approves MidPen Management Corporation as the initial Management Agent for the Project.

5.3 Performance Review.

The City reserve the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Project. The purpose of each periodic review will be to enable the City to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower shall cooperate with the City in such reviews.

5.4 Replacement of Management Agent.

If, as a result of a periodic review, the City determines in its reasonable judgment that the Project is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, or, if the Project is being self-managed, to cause the Borrower to retain a Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by Borrower of such written notice, City staff, as applicable, and the Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Project, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff, as applicable, recommends in writing the replacement of the Management Agent, Borrower shall have sixty (60) days to remedy any concerns raised by the City. If such concerns cannot be addressed to the reasonable satisfaction of the City, Borrower shall promptly dismiss the then Management Agent, or cease self-management if the Project is self-managed and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 4.2 above and approved by the City pursuant to Section 4.2 above, subject to the approval of other lenders to the Project and of any limited partner of Borrower.

Any contract for the operation or management of the Project entered into by Borrower shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent or to appoint a Management Agent instead of self-management in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 7.8.

5.5 <u>Approval of Management Policies</u>.

The Borrower shall submit its written management policies with respect to the Project to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

The Borrower agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, City, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. The Borrower shall make all repairs and replacements necessary to keep the improvements, exterior walls, windows, lighting, walkways, mailboxes, landscaping, nonresidential space, and other common areas of the Project safe, clean and well maintained and in good condition and repair.

ARTICLE 6MISCELLANEOUS

6.1 Tenant Lease Provisions.

The Borrower shall use a form of Tenant lease approved by the City, which shall not contain any provision which is prohibited by 24 CFR Section 92.253(b) and any amendments thereto. The form of Tenant lease shall also comply with all requirements of this Agreement and the Loan Agreement, and shall, include the following provisions for the HOME Assisted Units:

- a) Provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (1) to provide any information required under this Agreement or reasonably requested by the Borrower to establish or recertify the Tenant's qualification for occupancy of a HOME Assisted Unit in accordance with the standards set forth in this Agreement, or (2) to qualify as a Very Low Income Household, as applicable, as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification, or (3) for other good cause; and
- b) Be for an initial term of not less than one (1) year, and provide for no Rent increase during such year. After the initial year of tenancy, such lease may be month to month by mutual agreement of the Borrower and the Tenant; however the Rent may not be raised more often than once a year. The Borrower will provide each Tenant at least thirty (30) days' written notice of any increase in Rent applicable to such Tenant, and with such further notice as may be required by Section 2.3 above.
- c) Provide that any termination of a lease or refusal by the Borrower to renew shall be in conformance with 24 CFR 92.253(c) and must be preceded by no less than thirty (30) days written notice to the tenant by the Borrower specifying the grounds for the action.

6.2 Nondiscrimination.

Except as specified herein, all of the HOME Assisted Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible ("Eligible Tenants"). The Borrower shall not give preference to any particular class or group of persons in renting or selling the Units, or any part of the Property, except to the extent that the Units are required to be leased to Lower-Income Households. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry,

or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit or in the use or enjoyment of the Development, nor shall the Borrower or any person claiming under or through the Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or any part of the Property or in connection with the employment of persons for the rehabilitation operation and management of any Property.

6.3 Section 8 Certificate Holders.

The Borrower will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Property which have the effect of precluding occupancy of Units by such prospective Tenants.

6.4 Term.

The provisions of this Agreement shall apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Agreement shall bind any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Compliance with Loan Agreements and Program Requirements.

Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the HOME Loan Agreements; and (ii) all requirements imposed on projects assisted under the HOME Investment Partnership Program as contained in 42 USC 12701, et seq., 24 CFR Part 92, and other implementing rules and regulations.

6.6 <u>Notice of Expiration of Term.</u>

At least six (6) months prior to the expiration of the Term the Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants in HOME Assisted Units containing (a) the anticipated date of the expiration of the Term, (b) any anticipated Rent increase upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to the City, and (d) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Housing Officer of the City.

6.7 Covenants to Run With the Land.

The City and the Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument,

unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.8 Enforcement by the City.

If the Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

- (a) <u>Calling the Loan</u>. The City may declare a default under the Note, accelerate the indebtedness evidenced by the Note, including outstanding principal and interest, and demand immediate repayment thereof. Upon failure to repay such accelerated amount in full, the City may proceed with foreclosure in accordance with the provisions of the Deed of Trust and state law regarding foreclosures.
- (b) <u>Collect Rents</u>. Collect all rents and income in connection with the operation of the Project and use the same and the reserve funds for the operation and maintenance of the Project.
- (c) <u>Excess Rents</u>. In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charge to the affected households.
- (d) <u>Action to Compel Performance or for Damages</u>. The City may bring an action at law or in equity to compel the Borrower's performance of its obligations under this Agreement, and/or for damages.
- (e) <u>Remedies Provided Under Loan Agreement</u>. The City may exercise any other remedy provided under the Loan Agreement.
- (f) <u>Remedies Cumulative</u>. The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

6.9 Attorney's Fees and Costs.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.10 Recording and Filing.

The City and the Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Santa Clara.

6.11 Governing Law.

This Agreement shall be governed by the laws of the State of California.

6.12 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

6.13 <u>Amendments</u>.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Santa Clara.

6.14 Notices.

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Borrower: MP Edwina Benner Associates, L.P. a California

limited partnership

c/o MP 460 Persian LLC, a California limited liability company

303 Vintage Park Drive, Suite 250

Foster City, CA 94404 Attn: Matthew O. Franklin

With a copy to Trustor's investor limited partner:

Bank of America, N.A. MA1-225-02-02 225 Franklin Street Boston, MA 02110

City: City of Sunnyvale Housing Division

P.O. Box 3707

Sunnyvale, CA 94088-3707 Attention: Housing Officer

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.15 Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.16 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.17 <u>Captions</u>.

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.

6.18. Assignment of City's Rights.

The City retains the right, at its sole discretion, to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

6.19. Binding on Successors.

This Agreement shall bind, and benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in interest, and assigns, provided, however, that the Borrower may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of the City.

6.20. Hold Harmless.

Absent the gross negligence or willful misconduct of the City, or its respective agents, employees or officers, the Borrower and its successors in interest agree to indemnify, defend, and hold harmless the City and its respective agents, employees and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorneys' fees) arising from or in connection with the Borrower's rehabilitation, management, maintenance or operation of the Project.

6.21. Restrictions on Sale, Encumbrance, and Other Acts.

- (a) Except for leases to tenants in the ordinary course of business, the Borrower shall not make or allow any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or of any of its interest therein (a "Transfer"), except with the prior written approval of the City.
- (b) The City may approve a sale, transfer or conveyance provided that all of the following conditions are met:
- (1) The Borrower is in compliance with this Agreement, or the sale, transfer or conveyance will result in the cure of any existing violations of the Agreement;
- (2) The successor-in-interest to the Borrower agrees to assume all obligations of the Borrower pursuant to this Agreement and the HOME Program;

ATTACHMENT 4

The successor-in-interest demonstrates to the City's satisfaction that it can own and operate the Project in full compliance with all HOME Program requirements;

(4) Any terms of the sale, transfer or conveyance shall not threaten the City's security, repayment of the Loan or the successor's ability to comply with all HOME Program requirements;

(5) The City may require, as a condition of approval of the proposed sale, transfer, or conveyance, adjustment of the terms of the HOME Loan, including but not limited to adjustments to the repayment schedule, partial or full payment of the loan balance, or requirement for residual receipts payments to begin following the transfer.

Any successor-in-interest demonstrates to the City's satisfaction that it has the management and financial capacity to own and operate the Project.

Notwithstanding anything to the contrary contained herein, the following (c) Transfers shall be permitted under this Agreement: (1) encumbrance of the Property by all lenders identified on Exhibit B of the Loan Agreement; (2) transfers of the Borrower's limited partner interests; (3) removal and replacement of Borrower's general partner pursuant to the Borrower's partnership agreement; and (4) the granting and exercise of a right of first refusal and/or purchase option from Borrower to MidPen or a wholly-controlled affiliate of MidPen.

IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

BORROWER:

MP EDWINA BENNER ASSOCIATES, L.P., a California Limited Partnership

By: MP 460 Persian LLC, a California limited liability company

Its: General Partner

Mid-Peninsula Baker Park, Inc., a California nonprofit public benefit corporation By:

Its: Sole Member/Manager

> Matthew O. Franklin By:

Assistant Secretary Its:

	T.	7.
U		

City of Sunnyvale, a municipal corporation

Deanna Santana By:

City Manager Its:

APPROVED AS TO FORM:

Robert Boco

By:

Senior Assistant City Attorney Its:

	ment to which this certificate is attac	e verifies only the identity of the individual hed, and not the truthfulness, accuracy, or
STATE OF CALIFO COUNTY OF SANT	,	
the within instrument his/her/their authorization	at and acknowledged to me that he/ and capacity(ies), and that by his/he	, Notary Public, , who proved rson(s) whose name(s) is/are subscribed to she/they executed the same in er/their signature(s) on the instrument the h(s) acted, executed the instrument.
I certify UNDER PE foregoing paragraph		laws of the State of California that the
WITNESS my hand	and official seal.	
Signature	(Seal)	
"A Notary Public or or	ther officer completing this certificate	e verifies only the identity of the individual
who signed the documents with the world with the wo	ment to which this certificate is attac	hed, and not the truthfulness, accuracy, or
validity of that docum	ment to which this certificate is attac	
STATE OF CALIFO COUNTY OF On personally appeared to me on the basis of the within instrument his/her/their authorization.	DRNIA , before me, satisfactory evidence to be the per t and acknowledged to me that he/red capacity(ies), and that by his/he	, Notary Public,, who proved rson(s) whose name(s) is/are subscribed to
STATE OF CALIFO COUNTY OF On personally appeared to me on the basis of the within instrumen his/her/their authoriz person(s), or the entited to the county of	DRNIA , before me, satisfactory evidence to be the per trand acknowledged to me that he/red capacity(ies), and that by his/hety upon behalf of which the person ENALTY OF PERJURY under the	, Notary Public,, who proved rson(s) whose name(s) is/are subscribed to she/they executed the same in er/their signature(s) on the instrument the
STATE OF CALIFO COUNTY OF On personally appeared to me on the basis of the within instrument his/her/their authorization person(s), or the entire of the certify UNDER PE	ment to which this certificate is attacent." ORNIA , before me, satisfactory evidence to be the pert and acknowledged to me that he/red capacity(ies), and that by his/hety upon behalf of which the persor ENALTY OF PERJURY under the is true and correct.	, Notary Public,, who proved rson(s) whose name(s) is/are subscribed to she/they executed the same in er/their signature(s) on the instrument the h(s) acted, executed the instrument.

EXHIBIT A Legal Description

The land referred to is situated in the city of Sunnyvale, county of Santa Clara, State of California, and is described as follows:

PARCEL ONE:

Parcel E as shown on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on June 4, 1970 in Book 268 of Maps, Page 51.

EXCEPTING THEREFROM, the following:

A portion of Parcel E, as shown on that certain Parcel Map recorded June 4, 1970 in Book 268, Page 51 of Maps, Records of Santa Clara County, California and being more particularly described as follows: Commencing at the Northeasterly corner of said Parcel E, said corner also being on the Southerly line of Persian Drive as shown on the above mentioned Parcel Maps; thence South 14° 50' 15" West along the Easterly line of said Parcel E, 8.90 feet to a point; thence South 78° 57' 41" West, 89.94 feet to a point on the Southerly line of said Persian Drive; and thence along said Southerly line of Persian Drive 94.17 feet to the point of commencement.

PARCEL TWO:

An easement for emergency vehicle access as set forth in that certain "Reciprocal Easement Agreement (Emergency Vehicle Access)" recorded April 6, 2015, Instrument No. 22906239, of Official Records

APN: 110-29-028 ARB: 110-14-118.01

EXHIBIT B

Schedule of HOME Assisted Units: Allowable Rents and Income Limits

All HOME-Assisted Units are Very Low Income Units and may float throughout the Project.

Unit Size	Number of HOME Assisted Units	HOME "Low" Rent Limit*
One-Bedroom Unit	1	\$1,046
Two-Bedroom Unit	1	\$1,256
Three-Bedroom Unit	1	\$1,451
Total	3	

^{*} Based on HOME Program "Low" rent limits (based on 50% of AMI) for in Sunnyvale-San Jose MSA (Santa Clara County), as updated and published annually by HUD and available upon request from the City or at HUDExchange.info. Rents shown above are 2016 HOME rent limits.



City of Sunnyvale

Agenda Item

17-0191 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Declaring City-Owned Property Located at 1484 Kifer Road (Unilever) as Surplus Property and Authorizing the Sale of the Unilever Property in Compliance with Government Code Section 54220 et seq. and approval of Budget Modification No. 32

BACKGROUND

The City owns one industrial parcel along the City's east boundary line at 1484 Kifer Road, commonly known as the Unilever Margarine Plant (as shown in Attachment 1). The Unilever site and building at 1484 Kifer Road was gifted to the City without consideration in 1979, subject to the terms and conditions of a thirty (30) year lease with owners of the margarine plant. The original 30-year lease was entered in December 1962 and provided for five successive 5-year extensions, with a termination date of December 31, 2017. The City and Unilever (current owner of the Margarine Plant) entered into an early lease termination agreement, effective October 31, 2016.

For several fiscal years, the City's 20-year Financial Plan included projected revenues from the sale of the Unilever property. This assumption was first included as part of the FY 2006/07 budget and adjusted, after a recent appraisal. The property was appraised in 2015 as part of the Civic Center Modernization Project with an estimated value of \$11 million. Funds from the sale would be added to the City's General Fund Capital Improvement Reserve in accordance with current City policy. To prepare for a sale, the City would need to update its 2015 appraisal.

The Unilever site is now part of the Lawrence Station Area Plan (LSAP), adopted by the City Council on December 6, 2016. The LSAP allows industrial and research and development uses on the Unilever site, up to 50% floor area ratio (FAR). In addition, the City Council has directed staff to evaluate additional opportunities for allowing residential development in the LSAP area; the Unilever site could be considered for residential or flexible mixed uses.

Civic Center Context

It is important to note that as part of the funding discussions for the Civic Center Modernization Project, the Unilever property was included as a potential funding source for Civic Center improvements.

EXISTING POLICY

Council Policy 1.2.7 Acquisition, Leasing and Disposition of City-Owned Real Property Section 3: Disposing of surplus property shall be done in a manner to maximize the benefit to the community and should be done whenever real estate market conditions are favorable to the City.

Section 3.D: The City may use any of the following methods or combination thereof to maximize the benefit to the community. Methods of disposition should be determined on a case-by-case basis and

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may include:

- Auction
- Negotiated Sale
- Exchange
- Lease
- Request for Proposal

Discounts will not be negotiated unless an extraordinary need or circumstance is recognized by the City Council prior to negotiation, setting forth the amount of the discount and the justification for it. The purpose of this requirement is to demonstrate to the community that the City is not making a gift of public assets.

Section 3.E: Costs associated with the disposition of property shall come from proceeds of the sale or charged to the fund which owns the property. Unless otherwise directed by the City Council, net proceeds from disposition of surplus property owned by the General Fund shall be placed into the General Fund Reserve for Capital Improvements. Proceeds from the sale of land or facilities originally purchased with monies from a specific fund shall be returned to that fund, except when a fund no longer exists, it will be at the direction of City Council.

ENVIRONMENTAL REVIEW

Declaring City-owned real property as surplus property for sale does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Any future development shall be subject to the CEQA requirements.

DISCUSSION

The Unilever site totals 4.8 acres and currently has a 96,000+ square foot industrial building that was constructed circa 1963 and expanded in the mid-1980s. An appraisal of the parcel was completed by Valbridge that indicated the building is at the end of its economic life and the highest and best use is to demolish the existing improvements for office/R&D redevelopment. The appraisal for this site was also completed in 2015 and was based on the market value at the time of approximately \$11 million.

Selling this parcel would become an important source of revenue for the City to fund a portion of planned improvements at the Civic Center (as discussed in RTC No. 16-0077). Next steps to implement this strategy would be for Council to designate the Unilever parcel as surplus property. This would trigger notices to local school districts, open space districts and affordable housing providers that the property is available, per Government Code Section 54220. A new appraisal will be required in compliance with Council Policy 1.2.7 to provide value of a property not more than sixmonths old at the time the properties are presented to Council to complete the sale. The estimated cost for the appraisal is approximately \$5,000 to \$10,000. In addition, the appraisers may require an updated title report on the property, which can cost anywhere from \$300 to \$750, depending on the complexity of the parcel.

After returning to Council to consider any offers received, the City could negotiate the sale or lease with a qualified buyer or move forward to sell or lease the property on the open market. It is recommended that if selling on the open market becomes an option, a real estate broker be selected

17-0191 Agenda Date: 2/28/2017

through an RFP process to help assist with marketing the properties. Staff has received unsolicited offers from private brokers and corporations indicating there is an interest from several large high tech companies for property in an as-is condition. They were informed of the City's policies and the requirements of the Government Code that would need to be followed before there is any consideration of selling in the open market.

FISCAL IMPACT

The Unilever property resides in the General Fund. Proceeds from the sale of the property would be reserved in the General Fund Capital Improvement Projects Reserve for use on future capital projects consistent with Council Policy 1.2.7. Completing the sale will reduce operating costs for property management and repairs. Longer-term redevelopment of the property will result in higher property tax revenues to the City. If the Council proceeds with an alternative that requires proceeding with appraisals and Phase 1 environmental assessments, up to \$15,000 will need to be appropriated.

Budget Modification No. 32 appropriates \$15,000 to a new project to fund the Phase 1 environmental assessments and property appraisal.

Budget Modification No. 32 FY 2016/17

	Current	Increase/ (Decrease)	Revised
General Fund		-	
Expenditures New Project City Owned	<u></u>	¢15 000	4.5.000
New Project - City Owned Property Environmental Assessments and Property Appraisals	\$ 0	\$15,000	\$15,000
December			
Reserves Capital Improvement Projects Reserve	\$32,647,983	(\$15,000)	\$32,632,983

Funding Source

This project is funded by the General Fund, Capital Improvement Project Reserve.

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.

As per Council Policy 1.2.7, 10-day notices were mailed to surrounding residents within 1,000 feet of the properties.

ALTERNATIVES

1. Adopt a resolution declaring the City-owned property located at 1484 Kifer Road as surplus property for sale, and begin the public notice process pursuant to Government Code Section

17-0191 Agenda Date: 2/28/2017

54222; if any agencies offer to purchase the property, begin good faith negotiations and return to Council for consideration. Approve Budget Modification No. 32 to appropriate \$15,000 for an updated appraisal.

- 2. If no offers are received pursuant to Government Code Section 54222 or price and terms cannot be agreed upon, then proceed with the sale of the property on the open market via a Request for Proposal process.
- 3. Do not declare the subject City-owned property as surplus property and proceed as otherwise directed by Council.

STAFF RECOMMENDATION

Alternatives 1 and 2: 1) Adopt a resolution declaring the City-owned property located at 1484 Kifer Road as surplus property for sale, and begin the public notice process pursuant to Government Code Section 54222; if any agencies offer to purchase the property, begin good faith negotiations and return to Council for consideration; and approve Budget Modification No. 32 to appropriate \$15,000 for updated appraisals; and 2) If no offers are received pursuant to Government Code Section 54222 or price and terms cannot be agreed upon, then proceed with the sale of the properties on the open market via a Request for Proposal process.

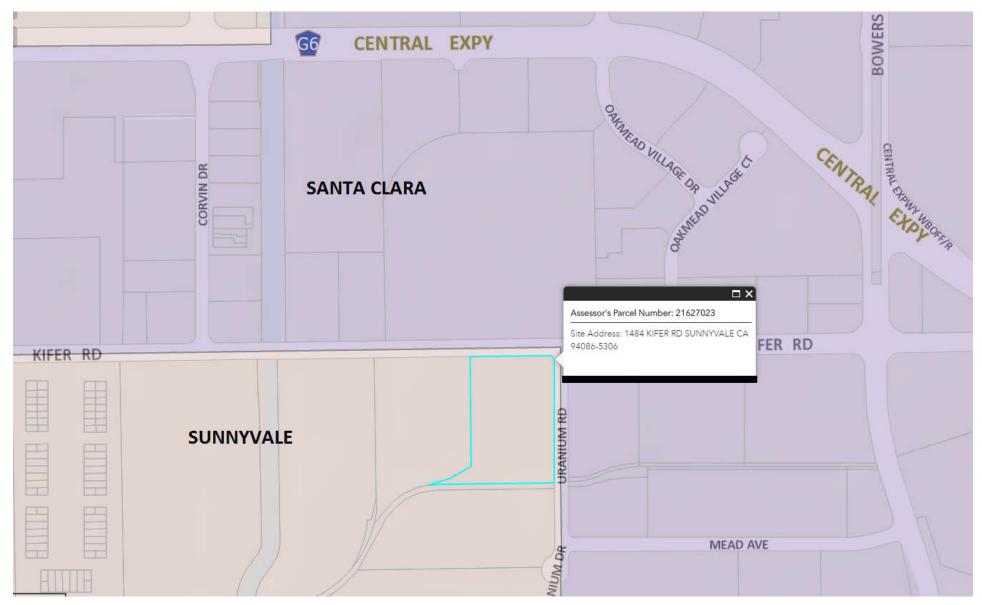
The sale of the Unilever Property has been assumed as part of the City's 20-year Financial Plan for the last ten years. Proceeds from the sale are an important source of funding for planned capital improvements at the Civic Center.

Prepared by: Ryan Sandoval, City Property Administrator Reviewed by: Manuel Pineda, Director, Public Works Reviewed by: Timothy J. Kirby, Director, Finance Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

- 1. Vicinity Map
- 2. Resolution

VICINITY MAP



UNILEVER



RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE DECLARING CITY-OWNED PROPERTY LOCATED AT 1484 KIFER ROAD AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF THE PROPERTY IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 54220, ET SEQ.

WHEREAS, Council Policy 1.2.7 authorizes the City Council to declare City-owned real property as surplus property and to direct the sale of such property in compliance with the requirements of Government Code Sections 54220 *et seq.*; and

WHEREAS, the City of Sunnyvale ("City") owns an industrial parcel on the easterly City boundary line, commonly known as the Unilever site, located at 1484 Kifer Road, Sunnyvale, CA; and

WHEREAS, the Unilever site is no longer needed for municipal purposes and available for sale; and

WHEREAS, the sale of this City property in accordance with the Council Policy will result in significant public benefits including revenues from the sale, return of the properties to the property tax rolls, and relief of any maintenance responsibilities by the City; and

WHEREAS, the sale of this property shall be in accordance with Council Policy 1.2.7 and Government Code Sections 54220, *et seq*.

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

1. The parcel listed below is no longer needed for municipal purposes or necessary for City use, and is hereby declared surplus:

Address of Property

1484 Kifer Road

APN 216-27-023

- 2. The public interest will be served by the sale of this surplus property. The City Manager or designee is authorized to take such steps as necessary to proceed with the sale of such property, and to execute any implementing documents in accordance with Council Policy 1.2.7, and Government Code Sections 54220, *et seq*.
 - 3. This Resolution shall take effect immediately upon its adoption.

Adopted by the City Counci	il at a regular meeting held on	, 2016, by the
following vote:		
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
RECUSAL:		
ATTEST:	APPROVED:	
City Clerk	 Mayor	
(SEAL)	Wayor	
City Attorney		



City of Sunnyvale

Agenda Item

17-0077 Agenda Date: 2/28/2017

Tentative Council Meeting Agenda Calendar



City of Sunnyvale Tentative Council Meeting Agenda Calendar

Tuesday, March 7, 2017 - City Council

Closed Session

17-0120 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: Sunnyvale Employee Association (SEA)

Study Session

17-0059 4:30 P.M. SPECIAL COUNCIL MEETING (Study Session)

Water Pollution Control Plant Update

17-0069 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)

Land Use and Transportation Element (LUTE)

Special Order of the Day

17-0106 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and

Commission Members

Public Hearings/General Business

17-0156 Adopt Council-ranked Study Issue Presentation Dates for 2017

17-0162 Make Required Findings and Approve Conversion Impact Report for Blue

Bonnet Mobile Home Park, Located at 617 E. Evelyn Avenue in Sunnyvale

- Continued from January 24, 2017

16-1130 Amend the Salary Table of the City's Salary Resolution and the

Classification Plan to Add the Newly Established Classifications of

Principal Water Pollution Control Operator, Water Pollution Control Plant Mechanic in Training, and Cross Connection Control Specialist and to Change the Classification Title for the Director of Information Technology

to Chief Information Officer.

Tuesday, March 28, 2017 - City Council

Special Order of the Day

17-0195 SPECIAL ORDER OF THE DAY - National Library Week

Public Hearings/General Business

16-0242 Individual Lockable Storage Requirements for Multi-Family Housing (Study

Issue)

16-0571 Introduce an Ordinance to Amend Sections of Sunnyvale Municipal Code

Title 10 for Revision in Traffic Control Authority and Rescind Resolution No. 203-95 and Related Amendments Designating Speed Limits for Certain Streets and Multi-Way Stops, and Adopt New Speed Limits

Resolution

16-0871 Approve a Program for Paid Parking in Downtown Caltrain Commuter Lots

and Adopt Resolution Amending the FY 2016/17 Citywide Fee Schedule to Include Daily and Monthly Parking Permit Rates for those Parking Lots

17-0026 Proposed Project: PEERY PARK PLAN REVIEW PERMIT to construct a

207,620-square foot, four-story corporate/research and development (R&D) office building and a 7-level, partially underground parking structure with attached ground floor retail of up to 4,000 square feet on a 4.4-acre site resulting in a total of 110% FAR. The project includes outdoor dining/recreation areas and a pedestrian/bicycle path for public use.

File #: 2015-7256

Location: 520 Almanor Avenue (APNs 165-43-016, -017 and -018)

Applicant / Owner: Lane Partners, LLC / Pace Properties

Environmental Review: The project does not require additional CEQA review per CEQA Guidelines Section 15168(c)(2) and (4). The project is within the scope of the Peery Park Specific Plan (PPSP) Program EIR. The environmental impacts associated with the proposed development are adequately addressed and analyzed in the Peery Park Specific Plan Program EIR and/or can be substantially mitigated with the imposition of

uniformly applied development policies and standards.

17-0208 Approve the 2016 Annual Progress Report on Implementation of the

General Plan Housing Element

Tuesday, April 11, 2017 - City Council

Study Session

17-0227 6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Review Performance Evaluation Tools for the City Manager and City

Attorney

Public Hearings/General Business

15-0605 Land Use and Transportation Element and Environmental Impact Report

17-0130 Proposed Project: Related General Plan Amendment and Rezoning

applications:

GENERAL PLAN AMENDMENT: To change the land use designation from Industrial to Residential High Density (27-45 du/ac) for 210 W. Ahwanee Avenue, a 0.41-acre site; 214 W. Ahwanee Avenue, a 0.31-acre site; and 220 W. Ahwanee Avenue, a 1.18-acre site.

REZONE: Introduction of an Ordinance to rezone 210 W. Ahwanee Avenue, a 0.41-acre site; 214 W. Ahwanee Avenue, a 0.31-acre site; and 220 W. Ahwanee Avenue, a 1.18-acre site from Industrial and Service with a Planned Development combining district (M-S/PD) to High Density Residential with a Planned Development combining district (R-4/PD).

File #: 2016-7082

Location: 210, 214, and 220 W. Ahwanee Avenue (APNs: 204-03-003,

204-03-002, and 204-03-043, resp).

Zoning: M-S/PD

Applicant / Owner: M Designs Architects/Kishore Polakala (210 W. Ahwanee Avenue), City of Sunnyvale/Multiple property owners (214 and

220 W. Ahwanee Avenue)

Environmental Review: Mitigated Negative Declaration

17-0224

File #: 2015-8110

Locations: 675 Almanor Ave. (APNs: 165-44-006 165-44-012)

Zoning: PPSP/IEAC

Proposed Project: To allow a 150,651 sq. ft. four-story office/R&D building and a detached five-level and partial underground parking structure, resulting in 100% FAR and located within the Peery Park Specific Plan area. The project includes a 2,500 sq. ft. retail space on the ground floor. Environmental Review: The project is exempt from additional CEQA review per CEQA Guidelines section 15168(c)(2), (3) and (4). The project is within the scope of the Peery Park Specific Plan Program EIR. The environmental impacts associated with the proposed development are adequately addressed and analyzed in the Peery Park Specific Plan Program EIR and/or can be substantially mitigated with the imposition of uniformly applied development policies and standards.

Applicant / Owner: Chang Architecture/Almanor Ventures LLC

Tuesday, April 25, 2017 - City Council

Public Hearings/General Business

17-0134 File #: 2016-7753

Location: 1457-1493 Firebird Way (APNs: 309-14-035 through 309-14-044 and 309-27-050 through 309-27-055), 1459-1495 Flamingo Way (309-14-045 through 309-14-047 and 309-27-044 through 309-27-049) and 677-691 Dunholme Way (APNs: 309-14-048 through 309-14-051).

Zonina: R-0

Proposed Project: Introduction of Ordinance to REZONE 29 contiguous single family home lots from R-0 (Low Density Residential) to R-0/S (Low Density Residential/Single-Story)

Applicant / Owner: Susann Luschas (plus multiple owners)

Environmental Review: The Ordinance being considered is categorically

exempt from review pursuant to CEQA Guidelines Section 15305 (minor alteration in land use) and Section 15061(b)(3) (a general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the activity is not subject to CEQA).

17-0136

Award a Contract for Civic Center Master Planning Services and approve Budget Modification X in the Amount of \$_____from the General Fund Capital Improvement Fund

Tuesday, May 9, 2017 - City Council

Special Order of the Day

17-0128 6 P.M. SPECIAL COUNCIL MEETING

SPECIAL ORDER OF THE DAY - Department of Public Safety Special Awards

Public Hearings/General Business

17-0188 Proposed Project: Related applications on a 2.1-acre site:

REZONE: Introduction of an Ordinance to rezone the property at 1314-1320 Poplar Ave. from R-1/ECR (Low Density Residential/Precise

Plan for El Camino Real) to C-2/ECR (Highway Business Commercial/Precise Plan for El Camino Real); and

SPECIAL DEVELOPMENT PERMIT: Redevelop a former mobile home park (Conversion Impact Report certified and closure approved in January 2016) and existing duplex property into a 108-unit apartment complex, where 20% of units will be affordable to very low income households. The complex will consist of one five-story building (four stories above amenities and parking on the ground floor plus one level of parking underground) facing El Camino Real and one three-story building facing Poplar Ave. Location: 1008 E. El Camino Real (APN 313-03-011) and 1314-1320

Poplar Ave. (APN 313-03-013)

File #: 2016-7293

Applicant / Owner: St. Anton Communities / Sunnyvale Park LLC;

Alhambra Apartments LP

Environmental Review: Mitigated Negative Declaration

17-0221

Recommendation to Council to Adopt a Mitigated Negative Declaration and a Mitigation Monitoring Reporting Program for Animal Assisted Happiness at Baylands Park, Approve the Conceptual Plan and Authorize the City Manager to Execute a Sublease Agreement between the City and Animal Assisted Happiness

Tuesday, May 16, 2017 - City Council

Study Session

17-0073 6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)

Board and Commission Interviews

Wednesday, May 17, 2017 - City Council

Study Session

17-0074 6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)

Board and Commission Interviews

Tuesday, May 23, 2017 - City Council

Closed Session

17-0231 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

17-0234 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

Public Hearings/General Business

17-0107 Appoint Applicants to Boards and Commissions

Thursday, May 25, 2017 - City Council

Public Hearings/General Business

17-0076 8:30 A.M. SPECIAL COUNCIL MEETING

Budget Workshop

Tuesday, June 6, 2017 - City Council

Special Order of the Day

17-0110 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and

Commission Members

Public Hearings/General Business

17-0137 Proposed Utility Rate Increases for FY 2017/18 Rates for Water,

Wastewater, and Solid Waste Utilities for Services Provided to Customers Within and Outside City Boundaries; Finding of CEQA Exemption Pursuant

to Public Resource Code Section 21080(b)(8) and CEQA Guidelines

Section 15273

17-0138 Adopt a Resolution to Cause Charges for Non-Payment of Delinquent

Utility Charges to be placed on the FY 2017/18 County of Santa Clara

Property Tax Roll

17-0192 Annual Public Hearing on FY 2017/18 Budget and Resource Allocation

Plan and Establishment of Appropriations Limit

Tuesday, June 20, 2017 - City Council

Closed Session

17-0235 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Public Hearings/General Business

17-0193 Adoption of the FY 2017/18 Budget, Fee Schedule, and Appropriations

Limit

Tuesday, July 11, 2017 - City Council

Closed Session

17-0236 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

Public Hearings/General Business

17-0079 Agenda items pending- to be scheduled

Tuesday, July 25, 2017 - City Council

Public Hearings/General Business

17-0080 Agenda items pending- to be scheduled

Tuesday, August 8, 2017 - City Council

Study Session

17-0203 6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Board and Commission Interviews (As needed)

Public Hearings/General Business

17-0121 2017 2nd Quarterly Consideration of General Plan Amendment Initiation

Requests

Tuesday, August 22, 2017 - City Council

Public Hearings/General Business

17-0204 Appoint Applicants to Boards and Commissions

Tuesday, September 12, 2017 - City Council

Public Hearings/General Business

17-0093 Agenda items pending- to be scheduled

Tuesday, September 26, 2017 - City Council

Public Hearings/General Business

17-0094 Agenda items pending- to be scheduled

Tuesday, October 3, 2017 - City Council

Public Hearings/General Business

17-0095 Agenda items pending- to be scheduled

Tuesday, October 17, 2017 - City Council

Public Hearings/General Business

17-0096 Agenda items pending- to be scheduled

Tuesday, November 7, 2017 - City Council

Study Session

17-0239 6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Board and Commission Interviews (As needed)

Public Hearings/General Business

17-0122 2017 3rd Quarterly Consideration of General Plan Amendment Initiation

Requests

Tuesday, November 28, 2017 - City Council

Public Hearings/General Business

17-0240 Appoint Applicants to Boards and Commissions

Tuesday, December 12, 2017 - City Council

Study Session

17-0108 6 P.M. SPECIAL COUNCIL MEETING (Study Session)

Discussion of Upcoming Selection of Vice Mayor for 2018

Public Hearings/General Business

17-0089 Agenda items pending- to be scheduled

Tuesday, December 19, 2017 - City Council

Closed Session

17-0237 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

17-0238 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section

54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

Public Hearings/General Business

17-0159 Receive and File the FY 2016/17 Budgetary Year-End Financial Report,

Comprehensive Annual Financial Report (CAFR) and Approve Budget Modification No. XX and Sunnyvale Financing Authority Financial Report

Tuesday, January 9, 2018 - City Council

Public Hearings/General Business

17-0091 Agenda items pending- to be scheduled

Tuesday, January 23, 2018 - City Council

Public Hearings/General Business

17-0092 Agenda items pending- to be scheduled

Friday, January 26, 2018 - City Council

Study Session

17-0099 8:30 A.M. SPECIAL COUNCIL MEETING

Strategic Session-Prioritization & Policy Priorities Update

Tuesday, February 6, 2018 - City Council

Public Hearings/General Business

17-0123 2017 4th Quarterly Consideration of General Plan Amendment Initiation

Requests

Friday, February 16, 2018 - City Council

Public Hearings/General Business

17-0101 8:30 A.M. SPECIAL COUNCIL MEETING

Study/Budget Issues Workshop

Tuesday, February 27, 2018 - City Council

Public Hearings/General Business

17-0102 Agenda items pending- to be scheduled

Date to be Determined - City Council

Public Hearings/General Business

16-0618 File #: 2015-7756 Consider Below Market Rate Alternative Compliance

Plan for the Ownership Project at 803 El Camino Real

17-0135 File #: 2016-7734

Location: Ticonderoga Drive, Pimento Avenue

Zoning: R-1 Single Family Low Density

Proposed Project: Introduction of Ordinance to REZONE 29 contiguous

lots from R-(Low Density Residential) to R-1/S (Low Density

Residential/Single-Story). The lots face Ticonderoga Drive between Mary Avenue and Pome Avenue and Pimento Avenue north of Ticonderoga

Drive.

Applicant / Owner: Molly Kauffman/(and multiple owners)

Environmental Review: Categorically Exempt



City of Sunnyvale

Agenda Item

17-0016 Agenda Date: 2/28/2017

Information/Action Items

2017 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	May 2017	
2.	12/13/16	Provide a City Manager Biweekly Report item to provide information about how workers compensation insurance costs have changed over the last several years	HR		
3.	2/7/17	Provide copies of the previous Report(s) to Council that established the selection criteria for the Charles Street property affordable housing developer to new Councilmembers.	CDD		2/13/17

Revised 2/23/17

NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2017

No.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
		No new Council-sponsored Study Issues			

2 Revised 2/23/17



City of Sunnyvale

Agenda Item

17-0060 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Boards and Commissions Semi-Annual Attendance Report, July - December 2016 (Information Only)

DISCUSSION

The semi-annual report of all City boards and commissions shows the attendance of each member at both regular and special meetings. The report shows attendance for July to December 2016 and for the past 12 months as required by Council Policy 7.2.19, 2.H.(II).

The next attendance report will be provided to Council in July 2017, for the period of January - June 2017.

EXISTING POLICY

Council Policy 7.2.19, 2.H.(II): Council shall take into consideration board and commission member attendance records, including tardiness, when evaluating the overall performance of board and commission members. Unexcused absences from three consecutive regularly scheduled meetings, or from more than 25% of all regularly scheduled meetings over any twelve consecutive month period, shall result in that member's seat being declared vacant by the City Clerk.

City Charter Section 1005: If a member of a board or commission has three consecutive absences from regularly scheduled meetings, unless by permission of the board or commission expressed in its minutes, the Council will declare the member's seat vacant.

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: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Board and Commission Semi-Annual Attendance Report (July - December 2016)

Board and Commission Meeting Attendance (Regular and Special Meetings) January - December 2016

						January - Ju	ne 2016						July - Decen	nber 2016	Total: January - December 2016					
Arts Commission	Term Start	Term Ends	Regu	ary - Juno Ilar Meeti	ngs: 2	Total Absences	Eligible Regular	Special M	June 2016 eetings: 0	Regu	Decembe	ngs: 4	Total Absences	Eligible Regular	Special M	ember 2016 leetings: 0	Total Eligible	Percentage of	Total Unexcused	Percentage of Unexcused
			Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Meetings	Attendance	Absences	Absences
Kiphuth, Roberta	7/1/14	2018	2	0	0	0	2	-	-	4	0	0	0	4	-	-	6	100%	0	0%
Koppel, David	7/15/15	2019	1	1	0	1	2	-	-	1	2	1	3	4	-	-	6	33%	1	17%
Lawson, Robert	9/17/14	2017	2	0	0	0	2	-	-	3	1	0	1	4	-	-	6	83%	0	0%
Nguyen, Dustin*	10/26/16	2017	-	-	-	-	-	-	-	1	0	0	0	1	-	-	1	N/A*	0	0%
Vaughn, Susannah	7/1/16	2020	-	-	-	-	-	-	-	3	1	0	1	4	-	-	4	75%	0	0%
Bicycle and Pedestrian Advisory Commission	Term Start	Term Ends	Regu	January - June 2016 Regular Meetings: 6			Eligible Regular	Special N	January - June 2016 Special Meetings: 0		July - December 2016 Regular Meetings: 6			Eligible Regular	Special M	ember 2016 eetings: 0	Total Eligible	Percentage of	Total Unexcused Absences	Percentage of Unexcused
			Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Meetings	Attendance		Absences
Cordes, John	7/1/14	2018	5	1	0	1	6	-	-	6	0	0	0	6	-	-	12	92%	0	0%
Jackson, Kevin	7/1/16	2020	6	0	0	0	6	-	-	6	0	0	0	6	-	-	12	100%	0	0%
Jones, David	7/1/14	2017	6	0	0	0	6	-	-	4	2	0	2	6	-	-	12	83%	0	0%
Oey, Timothy	7/1/16	2020	-	-	-	-	-	-	-	6	0	0	0	6	-	-	6	100%	0	0%
Okuzumi, Margaret	9/17/14	2017	5	1	0	1	6	-	-	5	1	0	1	6	-	-	12	83%	0	0%
Rausch, Angela	7/1/14	2018	5	1	0	1	6	-	-	5	1	0	1	6	-	-	12	83%	0	0%
Welch, Kyle	7/1/15	2019	6	0	0	0	6	-	-	5	1	0	1	6	-	-	12	92%	0	0%
Board of Building Code Appeals	Term Start	Terms Ends	ı	ary - June Meetings:	0	Total Absences (EA+UA)	Eligible Meetings	N/A		July - December 2016 Regular Meetings: 0			Total Absences (EA+UA)	Eligible Meetings	N	I/A	Total Eligible Meetings Percentage Attendance		Total Unexcused Absences	Percentage of Unexcused
			Pres.	EA	UA	(=:::-,				Pres.	EA	UA	(=:::-,				mounings		Absences	Absences
Grossman, Joshua	7/1/16	2019	-	-	-	-	0			-	-	-	-	0			0	-	-	-
Kisyova, Petya	7/1/15	2019	-	-	-	-	0			-	-	-	-	0			0	-	-	-
McNutt, Gregory	7/1/16	2020	-	-	-	-	0			-	-	-	-	0			0	-	-	-
Michitaka, Mike	7/1/16	2020	-	-	-	-	0			-	-	-	-	0			0	-	-	-
Shen, Yonghong	7/1/16	2017	-	-	-	-	0			-	-	-	-	0			0	-	-	-
	ı	1				T	1	1		1			_				1	1	T	Т
Board of Library Trustees	Term Start	Term Ends	Regu	ary - June 2016 ular Meetings: 2		Total Absences (EA+UA)	Eligible Regular Meetings	January- June 2016 Special Meetings: 2		July - December 2016 Regular Meetings: 2			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2016 Special Meetings: 1		Total Eligible Meetings	Percentage of	Total Unexcused Absences	Percentage of Unexcused
			Pres.	EA	UA	(=::::0::,)		Pres.	Absent	Pres.	EA	UA	(=====		Pres.	Pres. Absent		Attendance		Absences
Bremond, Daniel	7/1/16	2020	2	0	0	0	2	2	0	2	0	0	0	2	1	0	4	100%	0	0%
Hwang, Tina	7/1/16	2020		-	-	-	-	-	-	1	1	0	1	2	1	0	2	50%	0	0%
Isaak, Mark	11/18/15	2019	2	0	0	0	2	2	0	2	0	0	0	2	1	0	4	100%	0	0%

0

2

2

0

0

0

2

0

0

2

2018

2017

7/1/14

8/2/15

Pres.=Present

Lai, Carey

Torres, Erika

EA=Excused Absence

UA=Unexcused Absence

0%

0%

4

100%

75%

0

0

^{*}Member not in office at least six months, therefore percentage of attendance not shown. (Per Council Policy 7.2.19)

Board and Commission Meeting Attendance (Regular and Special Meetings) January - December 2016

						January - Ju	ne 2016						July - Decem	ber 2016	Total: January - December 2016							
Heritage Preservation Commission	Term Start	Term Ends	1	ary - June ılar Meetii		Total Absences (EA+UA)	Eligible Regular Meetings	_	Januray -June 2016 Special Meetings: 0		July - December 2016 Regular Meetings: 4			Eligible Regular Meetings	July - December 2016 Special Meetings: 0		Total Eligible Meetings	Percentage of	Total Unexcused Absences	Percentage of Unexcused		
			Pres.	EA	UA	(EA+UA)	weetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	weetings	Pres.	Absent	weetings	Attendance	Absences	Absences		
Dietrich, Hannalore	9/17/14	2018	2	1	0	1	3	-	-	3	1	0	1	4	-	-	7	71%	0	0%		
Hopkins, Dawn	7/1/15	2019	3	0	0	0	3	-	-	3	1	0	1	4	-	-	7	86%	0	0%		
Larsen, Dixie	2/12/14	2017	3	0	0	0	3	-	-	4	0	0	0	4	-	-	7	100%	0	0%		
Michitaka, Mike	7/1/16	2020	3	0	0	0	3	-	-	4	0	0	0	4	-	-	7	100%	0	0%		
Mouritsen, Dale	7/1/14	2018	3	0	0	0	3	-	-	4	0	0	0	4	-	-	7	100%	0	0%		
Valenzuela, Kenneth	8/12/15	2019	3	0	0	0	3	-	-	4	0	0	0	4	-	-	7	100%	0	0%		
Housing and Human Services Commission	Term Start	Term Ends	Regu	January - June 2016 Regular Meetings: 2		Total Absences (EA+UA)	Eligible Regular Meetings	Regular Special Meeting		July - December 2016 Regular Meetings: 1		Total Absences (EA+UA)	Eligible Regular Meetings	Special N	ember 2016 leetings: 3	Total Eligible Meetings	Percentage of	Total Unexcused Absences	Percentage of Unexcused			
			Pres.	EA	UA	(2,110,1)		Pres.	Absent	Pres.	EA	UA	(2/110/1)	mooningo	Pres.	Absent		Attendance		Absences		
Chiu, Dennis (Resigned 9/21/16)	7/1/14	2018	2	0	0	0	2	1	2	0	1	0	1	1	-	-	3	67%	0	0%		
Evans, Patti	7/1/15	2019	2	0	0	0	2	3	0	1	0	0	0	1	0	3	3	100%	0	0%		
Gilbert, Diana	7/1/13	2017	1	1	0	1	2	2	1	1	0	0	0	1	3	0	3	67%	0	0%		
Grossman, Joshua	7/1/16	2020	-	-	-	-	-	-	-	1	0	0	0	1	2	1	1	100%	0	0%		
Kwok, Minjung	2/24/16	2017	1	0	0	0	1	2	0	1	0	0	0	1	3	0	2	100%	0	0%		
Pathak, Narendra	11/17/15	2017	2	0	0	0	2	3	0	1	0	0	0	1	3	0	3	100%	0	0%		
Stetson, Elinor	6/15/16	2020	-	-	-	-	-	-	-	1	0	0	0	1	1	2	1	100%	0	0%		
Parks and Recreation Commission	Term Start	Term Ends	1	January - June 2016 Regular Meetings: 4		Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		_	July - December 2016 Regular Meetings: 3		Total Absences (EA+UA)	Eligible Regular Meetings	,	ember 2016 leetings: 0	Total Eligible Meetings	Percentage of	Total Unexcused Absences	Percentage of Unexcused		
			Pres.	EA	UA	(EA+UA)	weetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	weetings	Pres.	Absent	weetings	Attendance	Absences	Absences		
Alexander III, Henry	6/15/16	2020	3	0	1	1	4	1	0	3	0	0	0	3	-	-	7	86%	1	14%		
Din, Omar (Resigned 7/14/16)	2/23/16	2018	3	0	0	0	3	1	0	-	-	-	-	-	-	-	3	100%	0	0%		
Gabashvili, Irene*	10/26/16	2019	-	-	-	-	-	-	-	1	0	0	0	1	-	-	1	N/A*	0	0%		
Kenton, Ralph	7/1/13	2017	3	1	0	1	4	1	0	3	0	0	0	3	-	-	7	86%	0	0%		
Pasqua, Craig	7/1/15	2019	4	0	0	0	4	1	0	3	0	0	0	3	-	-	7	100%	0	0%		
Pochowski, Robert	7/1/13	2017	2	2	0	2	4	1	0	2	1	0	1	3	-	-	7	57%	0	0%		
Personnel Board	Term Start	Term Ends		(EA+UA)		Total Absences (EA+UA)	Eligible Meetings				July - December 201 Regular Meetings: 0		Regular Meetings: 0		Total Absences (EA+UA)	Eligible Meetings	N	I/A	Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
Cohen, Jonathan	8/12/15	2019	0	2	0	2	2			-	-	-	-	0			2	0%	0	0%		
Oberman, Traci	7/1/14	2018	2	0	0	0	2			-	-	-	-	0			2	100%	0	0%		
Schmidt, Barbara	7/1/16	2019	-	-	-	-	0			-	-	-	-	0			0	N/A	0	N/A		
Sellers, Garry	7/1/13	2017	2	0	0	0	2			_	_	_	_	0			2	100%	0	0%		

Pres.=Present

EA=Excused Absence

UA=Unexcused Absence

^{*}Member not in office at least six months, therefore percentage of attendance not shown. (Per Council Policy 7.2.19)

Board and Commission Meeting Attendance (Regular and Special Meetings) January - December 2016

						January - Ju	ne 2016					,	July - Decem	ber 2016	Total: January - December 2016					
Planning Commission	Term Start	Term Ends	January - June 2016 Regular Meetings: 12		Total Absences	Eligible Regular	January - June 2016 Special Meetings: 2		July - December 2016 Regular Meetings: 11			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2016 Special Meetings: 4		Total Eligible Meetings	Percentage of	Total Unexcused Absences	Percentage of Unexcused	
			Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	Weetings	Pres.	Absent	Weetings	Attendance	Absences	Absences
Harrison, Sue	7/1/14	2018	12	0	0	0	12	2	0	9	2	0	2	11	4	0	23	91%	0	0%
Howe, John*	10/26/16	2020	-	-	-	-	-	-	-	3	0	0	0	3	2	0	3	N/A*	0	0%
Klein, Larry (Resigned 9/13/16)	7/1/16	2020	11	1	0	1	12	2	0	5	0	0	0	5	0	1	17	94%	0	0%
Melton, Russell	7/1/16	2020	12	0	0	0	12	2	0	11	0	0	0	11	4	0	23	100%	0	0%
Olevson, Ken	7/1/13	2017	12	0	0	0	12	2	0	9	2	1	3	11	4	0	23	91%	1	4%
Rheaume, Ken	7/1/14	2018	12	0	0	0	12	1	1	10	1	0	1	11	4	0	23	96%	0	0%
Simons, David	7/1/15	2019	11	1	0	1	12	2	0	9	2	0	2	11	3	1	23	87%	0	0%
Weiss, Carol	11/19/15	2019	11	1	0	1	12	2	0	10	1	0	1	11	3	1	23	91%	0	0%
Sustainability Commission	Term Start	Term Ends	January- June 2016 Regular Meetings: 4		Total Absences (EA+UA)	Eligible Regular Meetings	r Special Meetings: 1		July - December 2016 Regular Meetings: 6			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2016 Special Meetings: 1		Total Eligible Meetings	Percentage of	Total Unexcused Absences	Percentage of Unexcused	
			Pres.	EA	UA	(EA+UA)	weenings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	Weetings	Pres.	Absent	weetings	Attendance	Absences	Absences
Glazebrook, Brian (Resigned 11/3/16)	9/14/14	2017	3	1	0	1	4	0	1	3	1	0	1	4	0	1	8	75%	0	0%
Hafeman, Dan	7/1/15	2015	4	0	0	0	4	1	0	6	0	0	0	6	1	0	10	100%	0	0%
Kisyova, Petya	7/1/14	2018	3	1	0	1	4	1	0	4	2	0	2	6	1	0	10	70%	0	0%
Paton, Bruce	7/1/13	2017	4	0	0	0	4	1	0	5	1	0	1	6	1	0	10	90%	0	0%
Srivastava, Amit	7/1/14	2018	3	1	0	1	4	0	1	6	0	0	0	6	1	0	10	90%	0	0%
Wickham, Kristel	7/1/16	2020	-	-	-	-	-	-	-	6	0	0	0	6	1	0	6	100%	0	0%
Zornetzer, Steven	7/1/16	2020	2	1	0	1	3	1	0	4	2	0	2	6	0	1	9	100%	0	0%

^{*}Member not in office at least six months, therefore percentage of attendance not shown. (Per Council Policy 7.2.19) Pres.=Present

OF SUNN, L

City of Sunnyvale

Agenda Item

16-0944 Agenda Date: 2/28/2017

REPORT TO COUNCIL

SUBJECT

Addition of Graphic Panels to the Orchard Heritage Park Interactive Exhibit (OHPIE) (Information Only)

BACKGROUND

In September of 1994, City Council approved the design concept of the Orchard Heritage Park Interpretive Exhibit (OHPIE). Construction began in May 2000 and completed in May 2001. OHPIE is the result of a cooperative effort between the City and the Sunnyvale Historical Society and Museum Association (SHSMA) that raised funds and public support to create a tribute to Sunnyvale's agricultural heritage. The interactive exhibit has various decorative panels that depict and commemorate the history of orchards within the City of Sunnyvale and the surrounding communities. A resident with support of the SHSMA has requested to donate three panels that represent the Slav (predominantly former Yugoslavia) orchardists of Sunnyvale.

DISCUSSION

The donated panels representing the Slav orchardist's contributions to the history of Sunnyvale are supported and have been deemed historically accurate by the SHSMA and have no fiscal impact on the City. The panels are coated with an anti-graffiti film and are consistent in theme and appearance with the current panels in the exhibit.

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: James Stark, Superintendent of Parks and Open Space

Reviewed by: Manuel Pineda, Director, Public Works Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

- 1. Map Location of OHPIE
- 2. Agreement
- 3. New Panels



ORIGINAL

ATTACHMENT 2

AGREEMENT BETWEEN CITY OF SUNNYVALE AND SUNNYVALE HISTORICAL SOCIETY AND MUSEUM ASSOCIATION FOR THE DEVELOPMENT OF AN INTERPRETIVE EXHIBIT AT ORCHARD HERITAGE PARK AT THE SUNNYVALE COMMUNITY CENTER

THIS AGREEMENT, made and entered into this 19 day of September, 2000, by and between CITY OF SUNNYVALE, a municipal corporation of the State of California ("CITY"), and SUNNYVALE HISTORICAL SOCIETY, a California not for profit corporation ("SOCIETY");

WHEREAS, on December 15, 1992, pursuant to the Open Space Sub-Element of the General Plan of CITY, the City Council of CITY designated a ten (10) acre orchard at CITY's Community Center as a special use site to be known as Orchard Heritage Park; and

WHEREAS, on September 27, 1994, the City Council of CITY approved a design concept for the Orchard Heritage Park Interpretive Exhibit as outlined in Report to Mayor and Council No. 94-496. The City Council also directed CITY staff to continue coordination with SOCIETY for development and funding of said design concept, with engineering and exhibit design documents to be submitted to the City Council in the future; and

WHEREAS, SOCIETY has represented to CITY that SOCIETY currently has sufficient funding to proceed with the development of the Interpretive Exhibit; and

WHEREAS, the parties desire to proceed with the development of the Exhibit through a formal agreement between them.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. SOCIETY HAS PREPARED CONSTRUCTION PLANS AND SPECIFICATIONS AND WILL CONSTRUCT AND FINANCE PROJECT.

- (a) The parties acknowledge that SOCIETY has caused to be prepared at its expense and has submitted to CITY construction plans and specifications for a project (the "Project") consisting of an interpretive exhibit depicting and commemorating the history of orchards within the City of Sunnyvale and the surrounding community. SOCIETY has prepared such plans and specifications in consultation with CITY. The Project site consists of an area in the southeasterly portion of the Sunnyvale Community Center, east of the Arboretum building and the existing orchard fence. The area encompasses approximately 7,200 square feet. The Project site is more precisely depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Conceptual Plan for the Project set forth in Exhibit "B", attached hereto and incorporated herein by this reference.
- (b) Upon filing of the final plans and specifications CITY shall review the Project through its staff under the miscellaneous plan permit process. It is acknowledged that the Planning Commission and City Council of CITY have reviewed the plans and specifications as an informational item and have approved them. If CITY fails to approve the plans and specifications within a reasonable time this Agreement shall terminate, and the parties shall have no further obligations thereunder. If CITY, through its staff, approves the plans and specifications within a reasonable time), SOCIETY shall have the following responsibilities regarding the Project:
 - (1) Obtaining all necessary permits authorizing construction of the Project

from CITY and other public agencies having jurisdiction over the Project, in compliance with all applicable laws, regulations, Codes, and the permitting process. All fees that CITY would otherwise charge SOCIETY in connection with CITY's review and processing of the Project are hereby waived.

- (2) Prior to commencement of construction of the Project, provide CITY with access to the financial records of SOCIETY, with sufficient proof that the SOCIETY has sufficient funds to undertake and complete such construction.
- (3) Commence construction of the Project not later than November 30, 2000, and complete construction not later than March 30, 2001.
- (4) Provide all labor, materials and funding necessary for construction of the Project. The parties understand that CITY's role in providing the means for construction of the Project is limited to furnishing the land upon which the Project is to be constructed. In the event that CITY makes any monetary contribution to SOCIETY in connection with the Project, SOCIETY shall use all moneys so received toward implementation of the exhibit and not for payments toward the cost of construction. Exhibit implementation costs include the professional design and services of an exhibit designer, research and documentation of a professional historian, and the fabrication of the exhibit panels presenting the history story.
- (c) CITY shall use reasonable efforts to expedite planning, permits and approval for construction of the Project.

SECTION 2. OBLIGATIONS OF CITY UPON COMPLETION AND ACCEPTANCE OF PROJECT

- (a) Upon completion of the Project and acceptance of it by CITY, ownership in the Project shall vest in CITY.
- (b) Upon completion of the Project and acceptance of it by CITY, CITY shall become responsible for maintenance of the Project, and the furnishing of all utilities related thereto, including water, gas, electricity, sewer, garbage, and such telephone service as CITY may deem appropriate, at the cost and expense of CITY.
- (c) CITY shall determine the hours of the day the Project shall be open to the public.
- (d) CITY shall have the right to determine whether fees should be charged to the public for admittance to the Project, and the amounts of such fees as may be charged in accordance with the policies of CITY's Recreation Sub-Element of its General Plan. CITY shall not charge SOCIETY any fees for its use of Project, provided that such use is first scheduled and approved by the Director of Parks and Recreation of CITY or his or her designee.

SECTION 3. INDEMNIFICATION AND INSURANCE.

(a) SOCIETY shall defend, indemnify and hold harmless CITY, its officer, agents and employees from any claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees, in connection with any death of or bodily injury to persons or loss of or damage to property arising out of or in any way connected with the act, omission, or negligence of SOCIETY, its officers, employees, agents, contractor,

subcontractor or any officer, agent or employee thereof in relation to the performance by SOCIETY of its obligations under this Agreement. This paragraph shall not apply to any death, bodily injury, loss or damage occurring more than five (5) years after completion of construction of the Project and its acceptance by CITY.

- (b) SOCIETY shall obtain and keep in force a liability insurance policy in the amount of not less than \$1,000,000.00 insuring against the risks of personal and bodily injury and loss of or damage to property arising out of the performance by SOCIETY of its obligations under this Agreement. Such insurance policy shall designate CITY, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of activities performed on behalf of SOCIETY under this Agreement. For any claims related to such activities, SOCIETY's insurance shall be primary.
- (c) SOCIETY shall obtain from any contractors performing activities designated in this Agreement with regard to the Project, whether such persons are performing such activities for compensation or in kind, certificates of such liability insurance protecting against the risks described in Section 3(b) as such contractors may have in effect. Such certificates shall designate CITY, SOCIETY, and their officials, employees, agents and volunteers as additional insureds with respect to liability arising out of activities performed by the contractor on behalf of SOCIETY under this Agreement.

SECTION 4. REPRESENTATIVES OF THE PARTIES

(a) The Director of Parks and Receation or designee shall represent CITY in all matters pertaining to the administration of this Agreement. All requirements of CITY pertaining to the Project shall be coordinated through the CITY representative.

(b) The President of SOCIETY or designee shall represent SOCIETY in all matters pertaining to the administration of this Agreement. All requirements of SOCIETY pertaining to the Project shall be coordinated through the SOCIETY representative.

SECTION 5. TIME OF THE ESSENCE. Time is of the essence of this Agreement. If SOCIETY fails to perform its obligations set forth in Section 1 in a timely manner, CITY may terminate this Agreement, except to the extent that such obligations may be suspended pursuant to Section 6.

SECTION 6. FORCE MAJEURE. If, due to act of God; fire; flood; storm; inclement weather; earthquake; drought; acute restrictions or riot; war or insurrection; plant or animal infestation or disease; sudden or severe energy shortage; strike; work stoppage; work slowdown or other concerted job action; or other condition of emergency or disaster beyond the control of either party which makes performance of any of its obligations under this Agreement impossible or extremely impracticable, such obligations shall be suspended during such time any such condition or conditions exist.

SECTION 7. DISCRIMINATION PROHIBITED. Neither CITY nor SOCIETY shall discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, sex, disability, sexual orientation, or medical condition, in violation of state or federal laws, or any other basis otherwise prohibited by state or federal law.

<u>SECTION 8. NOTICES</u>. All notices shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY

Director of Parks and Recreation

City of Sunnyvale P.O. Box 3707

Sunnyvale, CA 94088-3707

To SOCIETY

President

Sunnyvale Historical Society and Museum Association

P.O. Box 61301

Sunnyvale, CA 94088

SECTION 9. EFFECT OF WAIVER OF BREACH OR VIOLATION. The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision of law shall not be deemed to be a waiver of any other term, covenant, or condition or law. The subsequent acceptance by either party of any money that may become due hereunder shall not be deemed a waiver of any preceding breach or violation by the other party of any term or condition of this Agreement, or of any applicable law.

SECTION 10. LEGAL ACTIONS; ATTORNEY FEES.

- (a) Any disputes regarding this Agreement shall be resolved according to the laws of the State of California. Any legal proceedings shall be instituted in the courts of the State of California and County of Santa Clara, irrespective of any claim of diversity of citizenship or other possible jurisdictional conditions.
- (b) The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party, not to exceed \$5,000.00.

SECTION 11. INTEGRATED AGREEMENT. This document represents the entire and integrated Agreement between CITY and SOCIETY and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatever.

SECTION 12. AMENDMENT OF AGREEMENT. This Agreement may be amended only by written instrument, signed by both CITY and SOCIETY.

SECTION 13. ALL PROVISIONS OF AGREEMENT ARE CONDITIONS. All provisions of this Agreement are expressly made conditions.

SECTION 14. TERMINATION OF AGREEMENT; SURVIVAL OF OBLIGATIONS.

- (a) SOCIETY may terminate this Agreement upon written notice to CITY for any of the following reasons:
- (1) The failure of CITY to approve the plans and specifications within a reasonable time.
- (2) The failure of CITY to issue all permits necessary for construction of the Project within a reasonable time.
- (b) CITY may terminate this Agreement upon written notice to SOCIETY for any of the following reasons:
- (1) The failure of SOCIETY to timely prepare and submit the final version of its plans and specifications for the Project.
- (2) The failure of SOCIETY to commence construction of the Project by November 30, 2000.
- (3) The failure of SOCIETY to complete construction of the Project by March 30, 2001.

- (c) This Agreement may be terminated at any time upon the mutual assent of the City Council of CITY and the Board of Directors of SOCIETY.
- (d) Upon termination of this Agreement the parties shall have no further responsibilities thereunder, except that the obligation of SOCIETY pursuant to Section 3(a) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, CITY and SOCIETY have executed this Agreement on the day and year first above written.

ATTEST: City Clerk

B. (AM MA)

Deputy City Clerk

CITY OF SUNNYVALE ("CITY")

Mayor

APPROVED AS TO FORM:

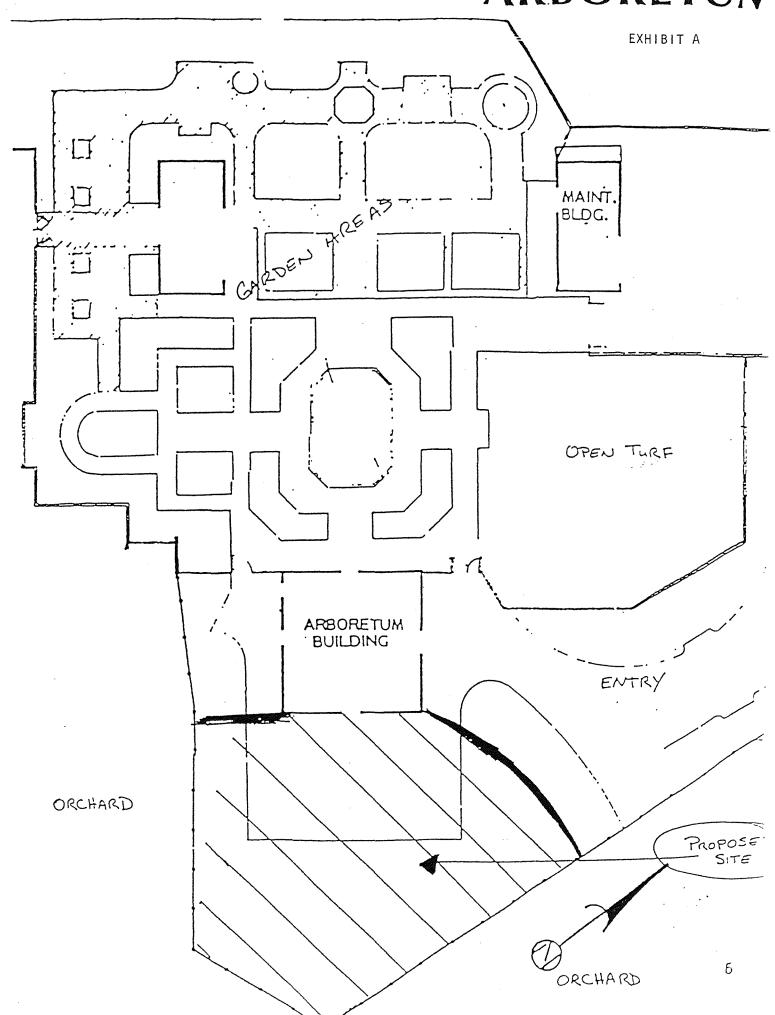
SUNNYVALE HISTORICAL SOCIETY AND MUSEUM

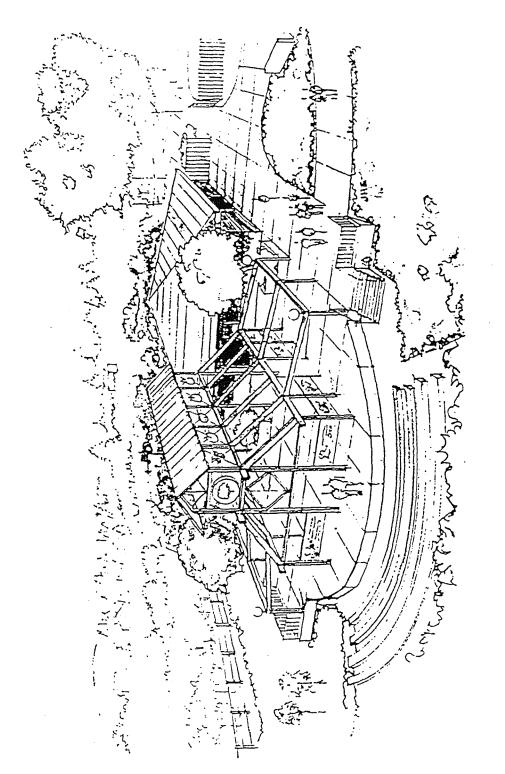
ASSOCIATION ("SOCIETY")

President

Actins So Asst City Attorney

AKBUKETUIV





AN INTERPRETIVE EXHIBIT AT THE SUNNYVALE COMMUNITY CENTER

RCHARD HERITAGE PARK

Yugoslavian Orchardists of Sunnyvale

Throughout Sunnyvale's history, orchard farmers have come from many cultures. One of the most prominent groups in Sunnyvale have been the Yugoslavs. On the two adjoining panels are listed over 60 such families.

Orchards ranged from two to seventy acres in size. Most families bought small orchards and as availability of land and money allowed, they added to their holdings. The majority of the orchards were apricots followed by cherries and prunes. A few pear and walnut orchards were also added to the mix.





YUGOSLAVIAN ORCHARDISTS OF SUNNYVALE

Bahara Family Belich, John family

Bogdanich, Paul (Jacobina) Family

Bonacich, Louie (Lena) Family

Bonacich, George Family

Buyak, Nick (Mary) Family

Canderlich, Matt

Gachina, Mike (Millica) Family Gluhaich, Peter Family

Glumaz, George (Clara) Family

Glumaz, Steve (Stella) Family

Gregorich Family

Jurevich, Ivan (Mathilda) Family

Lazenbat, Nick Family

Lazo, Martin (Ann) Family

Lepesh, Nick (Anne) Family

Lobrovich, Mitchel Family

Lobrovich, Steve (Antonette) Lupin, John Family

Mardesich, Ivan (Annie) Family

Mardesich Brothers Nick (Rita) and Joe (Virginia)

Mardesich, John P. (Margaret) Family

Mardesich Brothers Nick (Barbara), John (Jolene), Joseph (Carol)

Mardesich, Paul (Mande) Family

Mardesich Brothers, Paul Jr. (Ann) and Nikola (Marilyn)

Mardesich, Petar (Katica) Family

Mardesich, Vincent Family Mardesich, Visko

Mardesich, Winifred Family

Mariani, Joe (Lucy) Family

Mariani, Jack (Lukrica) Family

Mariani, Joe aka Bepo (Similia) Family

Mariani, Andy

YUGOSLAVIAN ORCHARDISTS OF SUNNYVALE

Mariani, Margaret

Mariani, Marion Family

Mariani, Louie (Justine) Family

Mariani Paul Sr. Family

Mariani, Paul Jr. (Mary Francis) Family

Mariani, Vinko (Lisisa) Family

Marinovich, Tony (Olga) Family

Millich, Stanjo Millich, Stephen

Papac, Nick (Agnes) Family

Pavlina, Luka (Kate) Family

Pavlina Brothers Peter (Carole), Steve (Virginia) and Milton (Carolyn)

Perkov, Feliz (Irene) Family

Popovich, Joe (Dorothy) Family

Popovich, Ken

Radich, Louie (Kate) Family

Radisich, Jerry (Cornelia) Family

Radovich, Richie

Sousa, Mathilda Family

Stojanovich, George (aka Luca)

Tepsich, Nick (Mary) Family

Tikvica, Nick (Thelma) Family Tikvica Brothers Raymond (Jackie), Nick Jr. (Marilyn) and Lester

Vernig, John (Ann) Family

Vidovich, John (Mare) Family

Vistica, Martin (Nicolina) Family Vodanovich, John Family

Volvodich, Nick (Mary) Family

Yemin, John

Zankich, Joseph (Mary) Family Zankich, Brothers and Sisters - Martin, Mary, Joe, Kris and Antoinette

Zarevich, Pete (Mary) Family

OF SUNA, LA

City of Sunnyvale

Agenda Item

17-0210 Agenda Date: 2/28/2017

Study Session Summary of January 31, 2017 - Valley Transportation Authority (VTA) Presentation on the Next Network Draft Plan for Proposed Changes to Transit in Sunnyvale (Information Only)

Call to Order:

Vice Mayor Larsson Called the meeting to order at 5:02 p.m.

City Councilmembers Present:

Mayor Glenn Hendricks
Vice Mayor Gustav Larsson
Councilmember Jim Griffith
Councilmember Larry Klein
Councilmember Nancy Smith
Councilmember Russ Melton
Councilmember Michael S. Goldman

City Councilmembers Absent:

None.

Public Comment:

Five members of the public addressed the Council and provided comments.

Study Session Summary:

Director of Public Works, Manuel Pineda, provided a brief introduction. VTA planner Adam Berger provided a report and PowerPoint presentation. City Manager Deanna Santana provided additional information.

Councilmembers asked questions, made comments, and requested additional information as summarized below (some comments were made by more than one councilmember and are only listed once).

- Question on additional funds needed to provide coverage to areas not included in new draft plan.
- Questions and discussion on the timing and coverage of weekend service.
- Discussion over implementation of Orange Line and connection to Lockheed Martin Transit Center.
- Discussion on community outreach.
- Discussion on area coverage and farebox recovery rates.
- Discussion on integration of transit network including LRT and BART.
- Discussion on the route frequencies and options available to the public.
- Concerns on elimination of library and civic center stops.

17-0210 Agenda Date: 2/28/2017

- Concern on the minimal frequency of service on Lawrence Expressway.
- Discussion to continue and maintain the existing services to the schools.

Adjournment:

Vice Mayor Larsson adjourned the meeting at 5:59 p.m.