



# City of Sunnyvale

## Notice and Agenda - Revised City Council

---

Tuesday, April 10, 2018

4:45 PM

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

---

**Special Meeting: Closed Sessions- 4:45 PM | Special Joint Closed Session with City  
Council and Successor Agency to the Redevelopment Agency | Council Closed  
Session | Study Session- 6:15 PM | Regular Meeting- 7 PM**

### **4:45 P.M. SPECIAL COUNCIL MEETING (Closed Sessions)**

#### **TELECONFERENCE NOTICE**

*Pursuant to Government Code Section 54953(b), this special City Council meeting will include teleconference participation by Councilmember Gustav Larsson from Fairfield Inn, Room 116, 105 Celebration Drive, Suwanee, GA 30024. This Notice and Agenda will be posted at the teleconference location. Public comment from this address shall be allowed pursuant to Government Code Section 54954.3.*

#### **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 Special Joint Meeting of City Council and Successor Agency to the Redevelopment Agency**

#### **5 Convene to Closed Session**

**[18-0318](#)**

**JOINT CLOSED SESSION WITH SUCCESSOR AGENCY TO  
THE REDEVELOPMENT AGENCY**

Closed Session held pursuant to California Government Code  
Section 54956.9(d)(1):

**CONFERENCE WITH LEGAL COUNSEL-EXISTING  
LITIGATION**

Santa Clara County et al. v. Successor Agency to the  
Redevelopment Agency of the City of Sunnyvale, et al.,  
Sacramento County Superior Court Case No.  
34-2018-80002837

Consolidated Appeals:  
Santa Clara County Office of Education, et al., v. Successor  
Agency to the Redevelopment Agency of the City of  
Sunnyvale, et al. Third District Court of Appeal Case No.  
C077661; and

Successor Agency to the Redevelopment Agency of the City of  
Sunnyvale, et al., v. Michael Cohen as Director, et al. Third  
District Court of Appeal Case No. C077659

**6 Adjourn Special Joint Meeting of City Council and Successor Agency to City  
Council Special Meeting**

**7 Convene City Council Special Meeting - Closed Session**

[18-0303](#)

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 Kent Steffens, Director of  
Community Development Trudi Ryan, 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)

**8 Adjourn Special Meeting**

**6:15 P.M. SPECIAL COUNCIL MEETING (Study Session)**

**TELECONFERENCE NOTICE**

*Pursuant to Government Code Section 54953(b), this special City Council meeting*

*will include teleconference participation by Councilmember Gustav Larsson from Fairfield Inn, Room 116, 105 Celebration Drive, Suwanee, GA 30024. This Notice and Agenda will be posted at the teleconference location. Public comment from this address shall be allowed pursuant to Government Code Section 54954.3.*

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

**2 Roll Call**

**3 Public Comment**

**4 Study Session**

[18-0257](#)

Study Session to Review the National Citizens Survey Results

**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**

[18-0013](#)

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

[18-0214](#)

SPECIAL ORDER OF THE DAY - Fair Housing Month

[18-0347](#)

SPECIAL ORDER OF THE DAY - Earth Month

[18-0095](#)

SPECIAL ORDER OF THE DAY - 2018 Earth Day Video and

## Poster Contest Winners

[18-0096](#)

SPECIAL ORDER OF THE DAY - Recognition of Green Businesses

**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**    [18-0247](#)            Approve City Council Meeting Minutes of March 27, 2018

**Recommendation:** Approve the City Council Meeting Minutes of March 27, 2018 as submitted.

**1.B**    [17-1108](#)            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**    [18-0117](#)            Approve a Special Agreement between the City of Sunnyvale and the Sunnyvale Sister City Association for the use of City Facilities

**Recommendation:** Authorize the City Manager to execute a Special Agreement with Sunnyvale Sister City Association for the use of City facilities.

**1.D**    [18-0221](#)            Adopt a Resolution Authorizing the Finance Director to Renew a Business License Tax Data Exchange Agreement with the California Franchise Tax Board

**Recommendation:** Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15378(b)(5) and adopt a Resolution authorizing the Finance Director to execute a reciprocal agreement with the California Franchise Tax Board for the exchange of business license tax data through December 31, 2020.

- 1.E [18-0088](#) Award of a three-year Contract for Routine Hazardous Waste and Emergency Cleanup Service (F18-166)

**Recommendation:** 1) Award a three-year contract in substantially the same form as Attachment 2 to the report in the amount not to exceed \$240,000 to Clean Harbors of Norwell, MA, for the routine hazardous wastes and emergency cleanup service, and 2) Authorize the City Manager to renew the contract for two additional one-year periods if services and pricing remain acceptable to the City, subject to the availability of funds.

- 1.F [18-0322](#) Adopt Ordinance No. 3132-18 designating Lori Avenue between Pajaro Avenue and North Pastoria Avenue and Shirley Avenue between Pajaro Avenue and North Pastoria Avenue as Preferential Parking Zones for the benefit of residents adjacent thereto

**Recommendation:** Adopt Ordinance No. 3132-18

- 1.G [18-0323](#) Second Amendment to Outside Counsel Agreement with Liebert Cassidy Whitmore for Litigation Services

**Recommendation:** Authorize the City Attorney to execute a Second Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Liebert Cassidy Whitmore to increase the not-to-exceed amount by \$50,000, for a total new not-to-exceed contract amount of \$150,000.

## **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      [18-0215](#)      Introduce an Ordinance to Amend Several Chapters of Title 5 (Business Licenses and Regulations) and Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code to Authorize the Denial, Suspension or Revocation of a Permit or License Based Upon Violations of Wage and Hour Laws and Adopt Council Policy 5.1.6, Wage Theft Prevention Policy (Study Issue) and Finding of Exemption from the California Environmental Quality Act

**Recommendation:** Alternatives 1, 2 and 3: 1) Make a finding of exemption from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5), 2) Introduce Ordinance to amend certain Chapters of Sunnyvale Municipal Code Titles 5 and 9 to specifically authorize the denial, suspension or revocation of a permit or license upon a final wage theft judgment, and 3) Adopt a new Council Policy entitled "Wage Theft Prevention Policy."

- 3      [18-0219](#)      Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Managers Association (Pay Plan Category M) to Clarify Implementation of the Education Incentive Pay and Adopt a Resolution to Amend the City's Schedule of Pay to Implement that Side Letter by Adding Two New Salary Ranges for Pay Plan Category M

**Recommendation:** Alternative 1: Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Manager's Association (Pay Plan Category M) to Clarify Implementation of the Education Incentive Pay and Adopt a Resolution to Amend the City's Schedule of Pay to Implement that Side Letter by Adding Two New Salary Ranges for Pay Plan Category M.

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

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

-Council

**-City Manager****INFORMATION ONLY REPORTS/ITEMS**

<a href="#"><u>18-0246</u></a>	Tentative Council Meeting Agenda Calendar
<a href="#"><u>18-0173</u></a>	Information/Action Items
<a href="#"><u>18-0297</u></a>	Board/Commission Meeting Minutes

**ADJOURNMENT****NOTICE TO THE PUBLIC**

*The agenda reports to council (RTCs) may be viewed on the City's website at [sunnyvale.ca.gov](http://sunnyvale.ca.gov) after 7 p.m. on Thursdays or at the Sunnyvale Public Library, 665 W. Olive Ave. as of Fridays prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located at 603 All America Way, Sunnyvale, California during normal business hours and in the Council Chamber on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at (408) 730-7483 for specific questions regarding the agenda.*

*PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing. PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.*

*Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Office of the City Clerk at (408) 730-7483. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.160 (b) (1))*

**Planning a presentation for a City Council meeting?**

*To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" available on the City website at [sunnyvale.ca.gov](http://sunnyvale.ca.gov).*

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





# City of Sunnyvale

## Agenda Item

---

**18-0318**

**Agenda Date:** 4/10/2018

---

JOINT CLOSED SESSION WITH SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
Closed Session held pursuant to California Government Code Section 54956.9(d)(1):  
CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Santa Clara County et al. v. Successor Agency to the Redevelopment Agency of the City of  
Sunnyvale, et al., Sacramento County Superior Court Case No. 34-2018-80002837

Consolidated Appeals:

Santa Clara County Office of Education, et al., v. Successor Agency to the Redevelopment Agency of  
the City of Sunnyvale, et al. Third District Court of Appeal Case No. C077661; and

Successor Agency to the Redevelopment Agency of the City of Sunnyvale, et al., v. Michael Cohen  
as Director, et al. Third District Court of Appeal Case No. C077659



# City of Sunnyvale

## Agenda Item

---

**18-0303**

**Agenda Date:** 4/10/2018

---

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 Kent Steffens, Director of Community Development Trudi Ryan, 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)



# City of Sunnyvale

## Agenda Item

---

**18-0257**

**Agenda Date:** 4/10/2018

---

Study Session to Review the National Citizens Survey Results



# City of Sunnyvale

## Agenda Item

---

**18-0013**

**Agenda Date:** 4/10/2018

---

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



# City of Sunnyvale

## Agenda Item

---

**18-0214**

**Agenda Date:** 4/10/2018

---

SPECIAL ORDER OF THE DAY - Fair Housing Month



# City of Sunnyvale

## Agenda Item

---

**18-0347**

**Agenda Date:** 4/10/2018

---

SPECIAL ORDER OF THE DAY - Earth Month



# City of Sunnyvale

## Agenda Item

---

**18-0095**

**Agenda Date:** 4/10/2018

---

SPECIAL ORDER OF THE DAY - 2018 Earth Day Video and Poster Contest Winners



# City of Sunnyvale

## Agenda Item

---

**18-0096**

**Agenda Date:** 4/10/2018

---

SPECIAL ORDER OF THE DAY - Recognition of Green Businesses





# City of Sunnyvale

## Agenda Item

---

**18-0247**

**Agenda Date:** 4/10/2018

---

**SUBJECT**

Approve City Council Meeting Minutes of March 27, 2018

**RECOMMENDATION**

Approve the City Council Meeting Minutes of March 27, 2018 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

---

Tuesday, March 27, 2018

6:30 PM

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

---

**Special Meeting: Closed Session- 6:30 PM | Regular Meeting- 7 PM**

### **6:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)**

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

#### **1 Call to Order in the West Conference Room**

Vice Mayor Klein Called the meeting to order at 6:30 p.m.

#### **2 Roll Call**

**Present:** 7 - Mayor Glenn Hendricks  
Vice Mayor Larry Klein  
Councilmember Jim Griffith  
Councilmember Gustav Larsson  
Councilmember Nancy Smith  
Councilmember Russ Melton  
Councilmember Michael S. Goldman

#### **3 Public Comment**

No speakers.

#### **4 Convene to Closed Session**

[18-0250](#)

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

Property: APN 213-12-001 1142 Dahlia Court/1197 Lily  
Avenue (commonly referred to as Corn Palace)

Agency negotiator: City Manager Kent Steffens; Director of  
Community of Development Trudi Ryan; Director of Public  
Works Chip Taylor; City Property Administrator Sherine Nafie  
Negotiating parties: Gabriel Francia Trustee, or authorized

buyer (currently TrumarkHomes LLC)  
Under negotiation: Price and terms of payment

## **5 Adjourn Special Meeting**

Vice Mayor Klein adjourned the meeting at 7:06 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 Larry Klein  
Councilmember Jim Griffith  
Councilmember Gustav Larsson  
Councilmember Nancy Smith  
Councilmember Russ Melton  
Councilmember Michael S. Goldman

### **CLOSED SESSION REPORT**

Vice Mayor Klein reported that the Council met in Closed Session held pursuant to California Government Code Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATORS; Property located at 1142 Dahlia Court/1197 Lily Avenue; nothing to report.

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

[18-0262](#) SPECIAL ORDER OF THE DAY - Recognition of LCC  
Women's Caucus Women of Persistence Honoree

Mayor Hendricks and Councilmember Nancy Smith presented awards to Rosemary Baez in recognition of becoming the 2018 League of California Women's Caucus Woman of Persistence Honoree.

[18-0211](#) SPECIAL ORDER OF THE DAY - National Library Week

Mayor Hendricks presented a proclamation in recognition of National Library Week. Director of Library and Community Services Cynthia Bojorquez provided comments

and a video presentation.

[18-0191](#) SPECIAL ORDER OF THE DAY - Youth Arts Month

Mayor Hendricks presented a proclamation in recognition of Youth Arts Month and announced the winners of the "Art on the Cart" contest.

**ORAL COMMUNICATIONS**

Vice Mayor Klein announced that the City is accepting applications for Community Events and Neighborhood Grants Program for the next fiscal year.

Vice Mayor Klein announced that the Summer recruitment for Boards and Commissions is underway.

Josh Grossman spoke regarding mobile home parks and requested three members of the City Council recuse themselves from consideration of issues associated with mobile home parks. Grossman provided a PowerPoint presentation.

Henry Alexander III, speaking as a citizen as part of a neighborhood association, spoke regarding a neighborhood traffic survey and traffic congestion near schools. Alexander III provided a PowerPoint presentation.

Andy Frazer spoke regarding mandating rooftop photovoltaic cells for new buildings and production of solar energy for the grid in California. Frazer provided a presentation.

Paul Brunemeier spoke regarding the absence of a law that would inhibit or prohibit private development of public land and provided an overhead slide presentation.

Tim Kerr spoke regarding study issue CDD 17-09: 2017 Housing Strategy.

Zachary Kauffman spoke regarding setbacks for development along El Camino and palm fronds in trash or yard waste.

**CONSENT CALENDAR**

Mayor Hendricks announced that Item 1.C would be pulled from the Consent Calendar.

MOTION: Vice Mayor Klein moved and Councilmember Larsson seconded the motion to approve Consent Calendar Items 1.A through 1.I, excluding 1.C.

The motion carried by the following vote:

**Yes:** 7 - Mayor Hendricks  
Vice Mayor Klein  
Councilmember Griffith  
Councilmember Larsson  
Councilmember Smith  
Councilmember Melton  
Councilmember Goldman

**No:** 0

**1.A**     [18-0239](#)     Approve City Council Meeting Minutes of March 6, 2018

Approve the City Council Meeting Minutes of March 6, 2018 as submitted.

**1.B**     [17-1090](#)     Approve the List(s) of Claims and Bills Approved for Payment  
by the City Manager

Approve the list(s) of claims and bills.

**1.C**     [18-0144](#)     Award of Bid No. PW18-18 for the Landfill Post-Closure  
Erosion Protection Project (PR 15/02-16), Waiver of Minor Bid  
Irregularity, Finding of California Environmental Quality Act  
(CEQA) Categorical Exemption, and Approval of Budget  
Modification No. 44

Finance Director Tim Kirby provided clarification language to part 2 of the staff recommendation, to specify award a contract to RJ Gordon Construction, Inc. of Pleasant Hill in substantially the same format as Attachment 2 to the report in the amount of \$561,696.

Public Hearing opened at 7:49 p.m.

No speakers.

Public Hearing closed at 7:49 p.m.

MOTION: Councilmember Smith moved and Councilmember Larsson seconded the motion to approve Item 1.C as amended 1) Make a finding of a California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 (c) for existing facilities, 2) Award a contract to RJ Gordon Construction, Inc. of Pleasant Hill in substantially the same form as Attachment 2 to the report in the amount of \$561,696, 3) Approve a 10% construction contingency in

the amount of \$56,170; 4) Waive a minor bid irregularity; and 5) Approve Budget Modification No. 44 in the amount of \$145,070 to provide additional project funding.

Motion carried by the following vote:

**Yes: 7 -** Mayor Hendricks  
Vice Mayor Klein  
Councilmember Griffith  
Councilmember Larsson  
Councilmember Smith  
Councilmember Melton  
Councilmember Goldman

**No: 0**

**1.D**      [18-0148](#)      Authorize the Issuance of a Purchase Order for Asphaltic Materials and Pavement Reinforcement Fabric (F18-171)

1) Authorize the City Manager to issue a purchase order, excluding sales tax, to Reed & Graham Company in an amount of \$1,304,850, in substantially the same form as the Attachment 2 to the report; and 2) Delegate authority to the City Manager to renew the Purchase Order for two additional one-year periods, subject to available funding and acceptable pricing and services.

**1.E**      [18-0171](#)      Award of Bid No. PW18-05 for the 2017 Sanitary Sewer Main Replacement Project (UY-13/04-16) and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

1) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302(c) for the replacement or reconstruction of existing utility system; 2) award a contract in substantially the same form as Attachment 2 to the report in the amount of \$756,325 to California Trenchless, Inc. of Hayward and authorize the City Manager to execute the contract when all necessary conditions have been met; and 3) approve a 10% construction contingency in the amount of \$75,633.

**1.F**      [18-0172](#)      Approve the Downtown Sunnyvale Business Improvement District (BID) Annual Report for Fiscal Year 2017/18; and Adopt Resolution of Intention to Levy and Collect an Annual Assessment and Reauthorize the BID for Fiscal Year 2018/19

Alternative 1: Approve the Fiscal Year 2017/2018 BID Annual Report, adopt the Resolution of Intention to Levy and Collect an Assessment and Reauthorize the

Business Improvement District for Fiscal Year 2018/2019, and schedule the public hearing for April 24, 2018.

- 1.G**      [18-0207](#)      Approve the Fourth Amendment to an Agreement between City of Sunnyvale and Sunnyvale Historical Society and Museum Association Pertaining to the Costs for Water, Wastewater, and Garbage Utilities

Alternative 1: Approve the Fourth Amendment to Agreement between City of Sunnyvale and Sunnyvale Historical Society and Museum Association Pertaining to the costs for Water, Wastewater, and Garbage Utilities.

- 1.H**      [18-0235](#)      Appoint Mr. Micah Merrick to the NOVA Workforce Board  
Appoint Mr. Micah Merrick to the NOVA Workforce Board.

- 1.I**      [18-0245](#)      Award of Bid No. PW18-20 for the Slurry Seal 2018 B (ST-18-03) and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

1) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) for rehabilitation of existing streets; 2) Award a contract in substantially the same form as Attachment No. 3 to the report in the amount of \$582,236 to Graham Contractors, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met; and 3) approve a 10% construction contingency in the amount of \$58,224.

#### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**      [18-0050](#)      Introduce an Ordinance Designating Lori Avenue and Shirley Avenue as Preferential Parking Zones and Finding of Exemption from the California Environmental Quality Act

Transportation and Traffic Manager Shahid Abbas provided the staff report. City Attorney John Nagel provided additional information.

Public Hearing opened at 8:08 p.m.

Alan Brinker spoke regarding enforcement of use permit on building owners/landlords and better communication.

Patrick McElwee spoke regarding traffic congestion and safety in relation to

insufficient parking.

Public Hearing closed at 8:14 p.m.

MOTION: Councilmember Griffith moved and Vice Mayor Klein seconded the motion to approve Alternative 1: Make the finding required by Sunnyvale Municipal Code Section 10.26.030, make a finding of exemption from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3), and introduce an ordinance designating Lori Avenue and Shirley Avenue as a Preferential Parking Zone.

FRIENDLY AMENDMENT: Councilmember Goldman offered a friendly amendment to ask staff to investigate some method of helping residents pay for the fee. Councilmember Griffith accepted the friendly amendment with the modification to ask staff to pursue possible fines to mitigate the cost. Councilmember Goldman accepted the modification.

City Clerk Kathleen Franco Simmons read the ordinance title.

The motion carried by the following vote:

**Yes: 7 -** Mayor Hendricks  
Vice Mayor Klein  
Councilmember Griffith  
Councilmember Larsson  
Councilmember Smith  
Councilmember Melton  
Councilmember Goldman

**No: 0**

- 3**      [18-0248](#)      Consider Friends of Stevens Creek Trail Funding Request to Support the Local Match for a Grant Application to the Santa Clara Valley Water District to Remove a Fish Barrier on Stevens Creek; and Approve Budget Modification No. 45 to Appropriate up to \$9,900

Interim Regulatory Programs Manager Elaine Marshall provided a brief report.

Public Hearing opened at 8:26 p.m.

Tim Oey, President of Friends of Stevens Creek Trail, spoke in support of this



matter.

Aaron Grossman concurred with Mr. Oey's comments.

Public Hearing closed at 8:27 p.m.

MOTION: Councilmember Larsson moved and Councilmember Smith seconded the motion to Approve Budget Modification No. 45 to Appropriate up to \$9,900.

City Manager Kent Steffens requested Council to include in the motion that the Council supports funding this specific project.  
Councilmember Larsson accepted.

The motion carried by the following vote:

**Yes:** 7 - Mayor Hendricks  
Vice Mayor Klein  
Councilmember Griffith  
Councilmember Larsson  
Councilmember Smith  
Councilmember Melton  
Councilmember Goldman

**No:** 0

- 4      [18-0139](#)      Approve Study Issue Presentation Dates for Studies  
Recommended for Study in 2018

City Manager Kent Steffens provided the staff report and reviewed the included modifications to scope of work and funding to study issues DPW 18-11: Analysis of Sunnyvale Golf Program and Property Options, and CDD 18-02: Update and Review of the Heritage Resource Inventory. Community Development Director Trudi Ryan provided additional information.

Public Hearing opened at 8:33 p.m.

Josh Grossman spoke regarding the study issue relating to mobile home parks.

David Wessel spoke regarding the high cost of housing in Sunnyvale.

Public Hearing closed at 8:39 p.m.

MOTION: Vice Mayor Klein moved and Councilmember Larsson seconded the motion to approve Alternative 1: Approve the Proposed Presentation Dates for 2018 Council-ranked Study Issues as noted in Attachment 1 to the report.

The motion carried by the following vote:

**Yes:** 7 - Mayor Hendricks  
Vice Mayor Klein  
Councilmember Griffith  
Councilmember Larsson  
Councilmember Smith  
Councilmember Melton  
Councilmember Goldman

**No:** 0

- 5      [18-0166](#)      Appoint an Applicant to the Arts Commission and to the Sustainability Commission

City Clerk Kathleen Franco Simmons provided the staff report.

ARTS COMMISSION (1 term to 6/30/2019)

Applicant: Julie Rogers

VOTE: 6-0-1 (Abstention by Smith)

City Clerk Kathleen Franco Simmons announced applicant Julie Rogers was appointed to the Arts Commission for a term expiring 6/30/2019.

SUSTAINABILITY COMMISSION (1 term to 6/30/2018 - Category One or Category Two)

Applicant: Laura Alvarez-Santos (Category One)

VOTE: 0-0-7 (Abstentions by all Councilmembers)

Applicant: Douglas Kunz (Category One)

VOTE: 7-0-0 (Affirmative votes by all Councilmembers)

Applicant: Joseph Rogers (Category One)

VOTE: 0-0-7 (Abstentions by all Councilmembers)

City Clerk Kathleen Franco Simmons announced Douglas Kunz was appointed to the Sustainability Commission for a term expiring 6/30/2018.

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

None.

**NON-AGENDA ITEMS & COMMENTS****-Council**

Vice Mayor Klein reported his attendance with Councilmember Melton at the National League of Cities Conference in Washington DC.

Councilmember Goldman reported he met with several Councilmembers from other cities regarding SB 827 relating to local control over development.

Councilmember Melton reported his attendance with Vice Mayor Klein at the National League of Cities' Congressional Cities Conference.

Councilmember Melton spoke regarding earlier remarks of Henry Alexander III and outreach meetings regarding traffic around that neighborhood.

Councilmember Melton spoke regarding the County of Santa Clara's decision to extend the operation of the cold weather shelter to be year-round on a trial basis on a six-month increment.

Councilmember Smith spoke regarding California AB 2500 Safe Consumer Lending Act relating to pay-day loans, and requested consideration of supporting it. Mayor Hendricks requested staff to review it to determine if it is in line with existing City policy to support it.

Mayor Hendricks spoke regarding students who marched from Homestead High School on March 14th to observe the 17-minute protest for the 17 victims of Stoneman Douglas High School shooting in Parkland Florida. He met with the students at City Hall about important topics and gave them an opportunity to speak. He assured the group that they were being heard and was impressed and encouraged by their civic engagement.

**-City Manager**

City Manager Kent Steffens spoke regarding information items regarding the Civic Center Modernization Project which includes some follow up information that was requested, and the Review of New Laws, which highlights new laws that have

passed and how they might affect City operations as well as some pending legislation.

**INFORMATION ONLY REPORTS/ITEMS**

- [18-0240](#) Tentative Council Meeting Agenda Calendar
- [18-0059](#) Information/Action Items
- [18-0138](#) Annual Review of New Laws (Information Only)
- [18-0232](#) Civic Center Modernization Project Update -Library Phase Cost Estimate (Information Only)
- [18-0034](#) Study Session Summary of February 27, 2018 - Minimum Wage Update
- [18-0209](#) Study Session Summary of February 27, 2018 - Wage Theft (Study Issue)
- [18-0241](#) Board/Commission Meeting Minutes

**ADJOURNMENT**

Mayor Hendricks adjourned the meeting at 9:07 p.m.

**NOTICE TO THE PUBLIC**

**Planning a presentation for a City Council meeting?**

**Planning to provide materials to Council?**

**Upcoming Meetings**



# City of Sunnyvale

## Agenda Item

---

17-1108

Agenda Date: 4/10/2018

---

### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

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

List No.	Date	Total Disbursements
912	03-11-18 through 03-17-18	\$7,398,676.85
913	03-18-18 through 03-24-18	\$3,037,585.75

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: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

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

3/26/2018

City of Sunnyvale

**LIST # 912**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300605	3/13/18	4LEAF INC	J3567C	Consultants	25,029.16	0.00	25,029.16	<b>\$37,584.16</b>
			J3567F	Consultants	12,555.00	0.00	12,555.00	
xxx300606	3/13/18	AECOM TECHNICAL SERVICES INC	38009904	Engineering Services	271,319.80	0.00	271,319.80	<b>\$271,319.80</b>
xxx300607	3/13/18	AFCO AVPORTS MANAGEMENT LLC	NUQ-18-06275	Real Property Rental/Lease	66,438.00	0.00	66,438.00	<b>\$66,438.00</b>
xxx300608	3/13/18	ABDELLAH HAFID	419158-5726614	DED Services/Training - Books	109.99	0.00	109.99	<b>\$109.99</b>
xxx300609	3/13/18	APEX LIFE SCIENCES LLC	LAB550413632	Salaries - Contract Personnel	1,003.86	0.00	1,003.86	<b>\$1,003.86</b>
xxx300610	3/13/18	BAKER & TAYLOR	4012151872	Library Acquisitions, Books	458.42	0.00	458.42	<b>\$471.26</b>
			4012151872	Library Materials Preprocessing	12.84	0.00	12.84	
xxx300611	3/13/18	BARA INFOWARE INC	1932	General Supplies	10,366.00	0.00	10,366.00	<b>\$10,366.00</b>
xxx300612	3/13/18	BAUER COMPRESSORS INC	0000235625	Safety Equipment Maintenance & Repair	592.31	0.00	592.31	<b>\$592.31</b>
xxx300613	3/13/18	BAY COUNTIES WASTE SERVICES	024882	Recycling Services	55,402.84	0.00	55,402.84	<b>\$55,402.84</b>
xxx300614	3/13/18	BUCKLES-SMITH ELECTRIC CO	3072434-00	Miscellaneous Equipment Parts & Supplies	22.07	0.00	22.07	<b>\$22.07</b>
xxx300615	3/13/18	CSAC EXCESS INSURANCE AUTHORITY	4208	Insurances - Life/AD&D Insurance	16,888.33	0.00	16,888.33	<b>\$41,738.93</b>
			4208	Insurances - Long Term Disability	24,850.60	0.00	24,850.60	
xxx300616	3/13/18	CALLANDER ASSOC	15045-27	Architectural and Design Services	1,065.00	0.00	1,065.00	<b>\$1,065.00</b>
xxx300617	3/13/18	CALTRONICS BUSINESS SYSTEMS	2469199	Equipment Rental/Lease	12,061.46	0.00	12,061.46	<b>\$12,061.46</b>
xxx300618	3/13/18	CAROLLO ENGINEERS	0164205	Engineering Services	150,392.43	0.00	150,392.43	<b>\$279,230.81</b>
			0164905	Professional Services	128,838.38	0.00	128,838.38	
xxx300619	3/13/18	CORIX WATER PRODUCTS US INC	17813003915	Construction Services	1,379.40	0.00	1,379.40	<b>\$2,138.04</b>
			17813005119	Construction Services	758.64	0.00	758.64	
xxx300620	3/13/18	CUBE SOLUTIONS	21699	Occupational Health and Safety Services - Ergonomics Equipment	444.86	0.00	444.86	<b>\$444.86</b>
xxx300621	3/13/18	DANCE FORCE LLC	1132	Rec Instructors/Officials	6,522.60	0.00	6,522.60	<b>\$6,522.60</b>
xxx300622	3/13/18	DELL MARKETING LP	10229343683	Computer Hardware	1,718.14	0.00	1,718.14	<b>\$1,718.14</b>
xxx300623	3/13/18	DISCOUNT SCHOOL SUPPLY	W30018390101	General Supplies	405.71	0.00	405.71	<b>\$405.71</b>
xxx300624	3/13/18	DU-ALL SAFETY	19570	Occupational Health and Safety Services - Other	2,700.00	0.00	2,700.00	<b>\$2,700.00</b>
xxx300625	3/13/18	ENVIRONMENTAL RESOURCE ASSOC	854276	General Supplies	290.43	0.00	290.43	<b>\$290.43</b>
xxx300626	3/13/18	FEDEX	6-106-00839	Mailing & Delivery Services	6.41	0.00	6.41	<b>\$6.41</b>
xxx300627	3/13/18	FISHER SCIENTIFIC CO LLC	9071811	General Supplies	108.62	0.00	108.62	<b>\$296.65</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			9071812	General Supplies	39.63	0.00	39.63	
			9160587	General Supplies	124.53	0.00	124.53	
			9264501	General Supplies	23.87	0.00	23.87	
xxx300628	3/13/18	FLATIRON WEST INC	OMVCLBZBRD G#07	Construction Services	313,864.50	0.00	313,864.50	<b>\$313,864.50</b>
xxx300629	3/13/18	GALE/CENGAGE LEARNING	63258075	Library Acquisitions, Books	527.36	0.00	527.36	<b>\$771.43</b>
			63268558	Library Acquisitions, Books	111.57	0.00	111.57	
			63276604	Library Acquisitions, Books	77.57	0.00	77.57	
			63290227	Library Acquisitions, Books	26.16	0.00	26.16	
			63298107	Library Acquisitions, Books	28.77	0.00	28.77	
			93268558	Library Acquisitions, Books	0.00	0.00	0.00	
xxx300630	3/13/18	GEORGE HILLS CO INC	INV1013146	Liability Claims Adjustor	6,750.00	0.00	6,750.00	<b>\$6,750.00</b>
xxx300631	3/13/18	GEORGE R GUINDON	CMS-B4-GB6	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx300632	3/13/18	GOLDER ASSOC INC	502087	Engineering Services	90.35	0.00	90.35	<b>\$90.35</b>
xxx300633	3/13/18	GRAYBAR ELECTRIC CO INC	9302466905	Comm Equip Maintain & Repair - Materials 2	3,057.71	0.00	3,057.71	<b>\$3,057.71</b>
xxx300634	3/13/18	HDR ENGINEERING INC	1200085270	Engineering Services	462.15	0.00	462.15	<b>\$462.15</b>
xxx300635	3/13/18	HACH CO INC	10829578	Water/Wastewater Treat Equip	0.11	0.00	0.11	<b>\$543.08</b>
			10833397	General Supplies	542.97	0.00	542.97	
xxx300636	3/13/18	HARD DRIVE GRAPHICS	15981	Clothing, Uniforms & Access	2,332.60	0.00	2,332.60	<b>\$2,332.60</b>
xxx300637	3/13/18	HDL COREN & CONE	0024948-IN	Financial Services	4,881.25	0.00	4,881.25	<b>\$4,881.25</b>
xxx300638	3/13/18	HI-TECH OPTICAL INC	739635	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	<b>\$1,500.00</b>
			739636	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			739637	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			742282	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			742284	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			742793	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			742796	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			742797	Benefits and Incentives - Prescription Safety Glasses	120.00	0.00	120.00	
			742804	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			742833	Benefits and Incentives - Prescription Safety Glasses	170.00	0.00	170.00	
			744107	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	
xxx300639	3/13/18	IDEXX DISTRIBUTION GROUP	3027247658	General Supplies	4,608.49	0.00	4,608.49	<b>\$4,608.49</b>
xxx300640	3/13/18	IPS GROUP INC	30254	Credit Card Fees	399.04	0.00	399.04	<b>\$1,391.47</b>
			30971	Credit Card Fees	516.04	0.00	516.04	
			31698	Credit Card Fees	476.39	0.00	476.39	
xxx300641	3/13/18	INTERSTATE GRADING & PAVING INC	PVMTRHB2017 #03	Construction Services	54,162.21	0.00	54,162.21	<b>\$54,162.21</b>
xxx300642	3/13/18	JANICE S LITVIN	18-0207	City Wellness Program	325.00	0.00	325.00	<b>\$325.00</b>
xxx300643	3/13/18	JERRELL DE LEON	CMS-B4-BS8	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx300644	3/13/18	JOBTRAIN	JAN2018	Contracts/Service Agreements	38,893.00	0.00	38,893.00	<b>\$38,893.00</b>
xxx300645	3/13/18	KELLY PAPER CO	9055691	General Supplies	505.22	0.00	505.22	<b>\$505.22</b>
xxx300646	3/13/18	KOHLWEISS AUTO PARTS INC	01PP3917	Inventory Purchase	520.63	10.41	510.22	<b>\$510.22</b>
xxx300647	3/13/18	KRONOS INC	11291651	Computer Software	1,425.00	0.00	1,425.00	<b>\$1,425.00</b>
xxx300648	3/13/18	L N CURTIS & SONS INC	INV161684	Clothing, Uniforms & Access	2,460.13	0.00	2,460.13	<b>\$2,868.88</b>
			INV162490	Clothing, Uniforms & Access	408.75	0.00	408.75	
xxx300649	3/13/18	L3 COMMUNICATIONS MOBILE VISION INC	0314000-IN	Miscellaneous Equipment Parts & Supplies	37.02	0.00	37.02	<b>\$37.02</b>
xxx300650	3/13/18	M&M COMMUNICATIONS INC	INV-0055	Miscellaneous Services	400.00	0.00	400.00	<b>\$400.00</b>
xxx300651	3/13/18	MARCUS LOWE	CMS-B4-GB8	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx300652	3/13/18	MCMaster CARR SUPPLY CO	57866409	Hand Tools	432.65	0.00	432.65	<b>\$2,314.74</b>
			57998850	Miscellaneous Equipment Parts & Supplies	154.55	0.00	154.55	
			58124816	Miscellaneous Equipment Parts & Supplies	1,727.54	0.00	1,727.54	
xxx300653	3/13/18	MIALI MARIE REYNOSO	CMS-B4-GB7	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx300654	3/13/18	MICHAEL VARGAS	CMS-B4-BS67	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300655	3/13/18	MISSION LINEN SUPPLY	506727539	Laundry & Cleaning Services	54.30	0.00	54.30	<b>\$227.28</b>
			506775612	Laundry & Cleaning Services	64.38	0.00	64.38	
			506808730	Laundry & Cleaning Services	54.30	0.00	54.30	
			506855193	Laundry & Cleaning Services	54.30	0.00	54.30	
xxx300656	3/13/18	MOUNTAIN VIEW GARDEN CENTER	93003	Materials - Land Improve	17.44	0.00	17.44	<b>\$17.44</b>
xxx300657	3/13/18	MUNICIPAL PLAN CHECK SERVICES, INC.	1017	Consultants	14,475.00	0.00	14,475.00	<b>\$14,475.00</b>
xxx300658	3/13/18	OAHU PUBLICATIONS INC	101065423-0118	Advertising Services	4,748.69	0.00	4,748.69	<b>\$9,568.01</b>
			101065427-0218	Advertising Services	4,819.32	0.00	4,819.32	
xxx300659	3/13/18	PAYFLEX SYSTEMS USA INC	000411628	Miscellaneous Payment	915.90	0.00	915.90	<b>\$915.90</b>
			130534-1112838	Professional Services	208.00	0.00	208.00	
			130534-112838R	Professional Services	-208.00	0.00	-208.00	
			130536-1112834	Professional Services	80.00	0.00	80.00	
			130536-112834R	Professional Services	-80.00	0.00	-80.00	
xxx300660	3/13/18	PATSONS MEDIA GROUP	205951	Printing & Related Services	1,498.44	0.00	1,498.44	<b>\$12,388.76</b>
			205952	Printing & Related Services	1,498.44	0.00	1,498.44	
			205954	Printing & Related Services	870.91	0.00	870.91	
			205958	Printing & Related Services	539.55	0.00	539.55	
			205959	Printing & Related Services	284.49	0.00	284.49	
			205993	Printing & Related Services	304.11	0.00	304.11	
			206131	Printing & Related Services	1,820.30	0.00	1,820.30	
			206151	Printing & Related Services	108.16	0.00	108.16	
			206173	Printing & Related Services	1,248.05	0.00	1,248.05	
			206174	Printing & Related Services	1,351.60	0.00	1,351.60	
			206175	Printing & Related Services	704.66	0.00	704.66	
			206176	Printing & Related Services	808.45	0.00	808.45	
			206219	Printing & Related Services	1,351.60	0.00	1,351.60	
xxx300662	3/13/18	QUEST DISCOVERY SERVICE	SJB800104	Legal Services	217.00	0.00	217.00	<b>\$217.00</b>
xxx300663	3/13/18	RFI ENTERPRISES INC	569970	Bldg Maint Matls & Supplies	4,402.51	0.00	4,402.51	<b>\$4,402.51</b>
xxx300664	3/13/18	RFI ENTERPRISES INC	570145	General Supplies	4,392.70	0.00	4,392.70	<b>\$4,392.70</b>
xxx300665	3/13/18	RECOLLECT SYSTEMS INC	1502	Advertising Services	11,307.00	0.00	11,307.00	<b>\$11,307.00</b>
xxx300666	3/13/18	REED & GRAHAM INC	912046	Materials - Land Improve	1,512.13	0.00	1,512.13	<b>\$3,311.23</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			912139	Materials - Land Improve	1,799.10	0.00	1,799.10	
xxx300667	3/13/18	SFO REPROGRAPHICS	47114	Printing & Related Services	50.04	0.00	50.04	<b>\$50.04</b>
xxx300668	3/13/18	SSA LANDSCAPE ARCHITECTS INC	6010	Engineering Services	269.50	0.00	269.50	<b>\$269.50</b>
xxx300669	3/13/18	SAFEWAY INC	430763-030818	Food Products	47.09	0.00	47.09	<b>\$156.50</b>
			723472-031018	Inventory Purchase	11.92	0.00	11.92	
			809516-022418	Food Products	97.49	0.00	97.49	
xxx300670	3/13/18	SHALEK CHAPPILL	SVL208	Professional Services	500.00	0.00	500.00	<b>\$500.00</b>
xxx300671	3/13/18	SHANE M REYNOLDS	SMS-B4-GB8	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx300672	3/13/18	SILICON VALLEY LEADERSHIP	FY17/18 QTR2	Outside Group Funding	1,333.32	0.00	1,333.32	<b>\$1,333.32</b>
xxx300673	3/13/18	SILICON VALLEY SECURITY & PATROL INC	2035698	Miscellaneous Services	123.75	0.00	123.75	<b>\$261.25</b>
			2035721	Miscellaneous Services	137.50	0.00	137.50	
xxx300674	3/13/18	SMART & FINAL INC	046445-021218	Food Products	84.14	0.00	84.14	<b>\$84.14</b>
xxx300675	3/13/18	SONSRAY MACHINERY LLC	P07712-12	Parts, Vehicles & Motor Equip	475.71	0.00	475.71	<b>\$3,171.62</b>
			P07713-12	Parts, Vehicles & Motor Equip	953.36	0.00	953.36	
			P07755-12	Parts, Vehicles & Motor Equip	1,025.41	0.00	1,025.41	
			P07795-12	Parts, Vehicles & Motor Equip	717.14	0.00	717.14	
xxx300676	3/13/18	STUDIO EM GRAPHIC DESIGN	16977	Graphics Services	327.00	0.00	327.00	<b>\$327.00</b>
xxx300677	3/13/18	SUNNYVALE BUILDING MAINTENANCE	100160	Professional Services	26,954.62	0.00	26,954.62	<b>\$26,954.62</b>
xxx300678	3/13/18	SUPPLYWORKS	431702406	Inventory Purchase	1,841.01	16.89	1,824.12	<b>\$1,824.12</b>
xxx300679	3/13/18	SUZANNE LUFT	117	Rec Instructors/Officials	225.00	0.00	225.00	<b>\$225.00</b>
xxx300680	3/13/18	TJKM	0046675	Engineering Services	1,200.00	0.00	1,200.00	<b>\$14,108.55</b>
			0046711	Engineering Services	9,914.50	0.00	9,914.50	
			0046793	Engineering Services	180.00	0.00	180.00	
			0046836	Consultants	1,000.00	0.00	1,000.00	
			0046870	Engineering Services	969.05	0.00	969.05	
			0046883	Engineering Services	1,405.00	0.00	1,405.00	
			0046967	Engineering Services	440.00	0.00	440.00	
			046836REV	Consultants	-1,000.00	0.00	-1,000.00	
xxx300681	3/13/18	VERDE DESIGN INC	8-1619400	Consultants	2,507.50	0.00	2,507.50	<b>\$3,677.50</b>
			9-1619400	Consultants	1,170.00	0.00	1,170.00	

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

For Payments Dated 3/11/2018 through 3/17/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx300682	3/13/18	DEPARTMENT OF HOUSING & COMMUNITY DEV	DECAL#AAN3874	Financial Services	60.00	0.00	60.00	<b>\$60.00</b>
xxx300683	3/13/18	DEPT OF FORESTRY & FIRE PROTECTION	149108	Training and Conferences	328.00	0.00	328.00	<b>\$328.00</b>
xxx300684	3/13/18	DEPT OF FORESTRY & FIRE PROTECTION	149102	Training and Conferences	268.00	0.00	268.00	<b>\$268.00</b>
xxx300685	3/13/18	LC ACTION POLICE SUPPLY	377106	Clothing, Uniforms & Access	59.78	0.00	59.78	<b>\$3,190.31</b>
			377107	Clothing, Uniforms & Access	254.70	0.00	254.70	
			377113	Clothing, Uniforms & Access	719.78	0.00	719.78	
			377114	Clothing, Uniforms & Access	218.00	0.00	218.00	
			377115	Clothing, Uniforms & Access	43.60	0.00	43.60	
			377121	Clothing, Uniforms & Access	58.04	0.00	58.04	
			377122	Clothing, Uniforms & Access	163.14	0.00	163.14	
			377123	Clothing, Uniforms & Access	34.96	0.00	34.96	
			377124	Clothing, Uniforms & Access	80.03	0.00	80.03	
			377136	Clothing, Uniforms & Access	70.73	0.00	70.73	
			377267	Clothing, Uniforms & Access	43.60	0.00	43.60	
			377268	Clothing, Uniforms & Access	15.96	0.00	15.96	
			377282	Clothing, Uniforms & Access	196.15	0.00	196.15	
			377284	Clothing, Uniforms & Access	38.10	0.00	38.10	
			377342	Ballistic Equipment - Body Armor/Vests	790.25	0.00	790.25	
			377395	Clothing, Uniforms & Access	16.79	0.00	16.79	
			377519	Clothing, Uniforms & Access	16.79	0.00	16.79	
			377675	Clothing, Uniforms & Access	24.36	0.00	24.36	
			377676	Clothing, Uniforms & Access	9.23	0.00	9.23	
			377677	Clothing, Uniforms & Access	7.98	0.00	7.98	
			377678	Clothing, Uniforms & Access	89.58	0.00	89.58	
			377685	Clothing, Uniforms & Access	18.30	0.00	18.30	
			377686	Clothing, Uniforms & Access	7.98	0.00	7.98	
			377687	Clothing, Uniforms & Access	9.23	0.00	9.23	
			377688	Clothing, Uniforms & Access	43.60	0.00	43.60	
			377689	Clothing, Uniforms & Access	87.20	0.00	87.20	
			377979	Clothing, Uniforms & Access	14.73	0.00	14.73	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			378068	Clothing, Uniforms & Access	0.55	0.00	0.55	
			378083	Clothing, Uniforms & Access	9.23	0.00	9.23	
			378117	Clothing, Uniforms & Access	23.97	0.00	23.97	
			378118	Clothing, Uniforms & Access	23.97	0.00	23.97	
xxx300688	3/13/18	REGIONAL TRAINING CENTER	39231	Training and Conferences	115.00	0.00	115.00	<b>\$115.00</b>
xxx300689	3/13/18	REGIONAL TRAINING CENTER	39254	Training and Conferences	115.00	0.00	115.00	<b>\$115.00</b>
xxx300690	3/13/18	SANTA CLARA COUNTY CLERK-RECORDER	PROJ824771	Miscellaneous Services	50.00	0.00	50.00	<b>\$50.00</b>
xxx300691	3/13/18	SANTA CLARA COUNTY CLERK-RECORDER	PR-15-02-16	Permit Fees	50.00	0.00	50.00	<b>\$50.00</b>
xxx300692	3/13/18	ARLENE BRAZIL	378412	Refund Recreation Fees	47.25	0.00	47.25	<b>\$47.25</b>
xxx300693	3/13/18	BRAD HUGGETT	171193-51518	Refund Utility Account Credit	25.57	0.00	25.57	<b>\$25.57</b>
xxx300694	3/13/18	BROOKE J CLARKE	051946	Business License Tax	88.59	0.00	88.59	<b>\$88.59</b>
xxx300695	3/13/18	COURTESY TOW SERVICE	036558	Business License Tax	125.74	0.00	125.74	<b>\$125.74</b>
xxx300697	3/13/18	ENCASA	071783	Business License Tax	1,002.92	0.00	1,002.92	<b>\$1,002.92</b>
xxx300698	3/13/18	GHILOTTI CONSTRUCTION	176471-4030	Refund Utility Account Credit	3,423.56	0.00	3,423.56	<b>\$3,423.56</b>
xxx300699	3/13/18	HARBORBOUND ENTERPRISES	054873	Business License Tax	76.41	0.00	76.41	<b>\$76.41</b>
xxx300700	3/13/18	HILL & CO	164235-53086	Refund Utility Account Credit	24.23	0.00	24.23	<b>\$24.23</b>
xxx300701	3/13/18	JAQUELINA GONZALEZ	378005	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx300702	3/13/18	JUNE CASEY	378409	Refund Recreation Fees	23.63	0.00	23.63	<b>\$23.63</b>
xxx300703	3/13/18	LA LIBERTAD GARDENING SERVICE	BL066404 18-19	Business License Tax	170.59	0.00	170.59	<b>\$170.59</b>
xxx300704	3/13/18	LARRY SHERMAN	153713-12350	Refund Utility Account Credit	131.13	0.00	131.13	<b>\$131.13</b>
xxx300705	3/13/18	LEDEIT & SONS GLASS INC	BL057500 18-19	Business License Tax	65.84	0.00	65.84	<b>\$65.84</b>
xxx300706	3/13/18	MS RENE DROLET/RENES INTERPRETING SERVIC	068110	Business License Tax	72.41	0.00	72.41	<b>\$72.41</b>
xxx300707	3/13/18	NATHANIEL JUE	140063-38566	Refund Utility Account Credit	19.81	0.00	19.81	<b>\$19.81</b>
xxx300708	3/13/18	NING DU	169669-44462	Refund Utility Account Credit	146.74	0.00	146.74	<b>\$146.74</b>
xxx300710	3/13/18	RANDI C MACIAS-LIRA	765054	Lib - Lost & Damaged Circulation	32.00	0.00	32.00	<b>\$32.00</b>
xxx300711	3/13/18	SUNRUN INSTALLATION SERVICES	2018-0085	Permit - Building	202.40	0.00	202.40	<b>\$202.40</b>
xxx300712	3/13/18	WEBB MUSIC STUDIO	BL054197 18-19	Business License Tax	72.41	0.00	72.41	<b>\$72.41</b>
xxx300713	3/13/18	YARON FISHER	164339-26354	Refund Utility Account Credit	214.63	0.00	214.63	<b>\$214.63</b>
xxx300714	3/15/18	AECOM TECHNICAL SERVICES INC	2000018628	Engineering Services	86,649.72	0.00	86,649.72	<b>\$86,649.72</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300715	3/15/18	ALLIES	ELL-09	Contracts/Service Agreements	11,199.93	0.00	11,199.93	<b>\$11,199.93</b>
xxx300716	3/15/18	AV CONSULTING	MARCH/2/2018	Training and Conferences	800.00	0.00	800.00	<b>\$800.00</b>
xxx300717	3/15/18	ADVANCE DESIGN CONSULTANTS INC	1730916-03	Consultants	10,309.33	0.00	10,309.33	<b>\$10,309.33</b>
xxx300718	3/15/18	AIR COOLED ENGINES INC	80173	Parts, Vehicles & Motor Equip	279.14	0.00	279.14	<b>\$279.14</b>
xxx300719	3/15/18	ALL CITY MANAGEMENT SERVICES INC	52888	Contracts/Service Agreements	28,189.29	0.00	28,189.29	<b>\$28,189.29</b>
xxx300720	3/15/18	ANDERSON BRULE ARCHITECTS INC	16.1101.2-8	Consultants	3,482.49	0.00	3,482.49	<b>\$3,482.49</b>
xxx300721	3/15/18	BADGER METER INC	1220016	Inventory Purchase	20,817.60	0.00	20,817.60	<b>\$30,288.30</b>
			1220017	Inventory Purchase	9,470.70	0.00	9,470.70	
xxx300722	3/15/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006087452	Advertising Services	206.00	0.00	206.00	<b>\$415.00</b>
			0006091545	Advertising Services	50.00	0.00	50.00	
			0006104523	Advertising Services	93.00	0.00	93.00	
			0006105567	Advertising Services	66.00	0.00	66.00	
xxx300723	3/15/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	28397	Legal Services	3,793.16	0.00	3,793.16	<b>\$9,538.01</b>
			28399	Legal Services	654.71	0.00	654.71	
			28400	Legal Services	1,411.00	0.00	1,411.00	
			28401	Legal Services	3,679.14	0.00	3,679.14	
xxx300724	3/15/18	BIBLIOTHECA ITG LLC	SI0037386-US	Library Periodicals/Databases	5,292.01	0.00	5,292.01	<b>\$5,292.01</b>
xxx300725	3/15/18	BRUCE BARTON PUMP SERVICE INC	0095438-IN	Bldg Maint Matls & Supplies	320.38	0.00	320.38	<b>\$420.02</b>
			0095448-IN	Bldg Maint Matls & Supplies	49.82	0.00	49.82	
			0095479-IN	Bldg Maint Matls & Supplies	49.82	0.00	49.82	
xxx300726	3/15/18	CORT	6278284	Misc Office Equip Rental	428.55	0.00	428.55	<b>\$428.55</b>
xxx300727	3/15/18	CALLAWAY GOLF CO	928758919	Inventory Purchase	445.92	0.00	445.92	<b>\$882.12</b>
			928766657	Inventory Purchase	436.20	0.00	436.20	
xxx300728	3/15/18	CELLEBRITE INC	INVUS180646	Software Licensing & Support	3,400.00	0.00	3,400.00	<b>\$3,400.00</b>
xxx300729	3/15/18	CENTURY GRAPHICS	48604	Clothing, Uniforms & Access	534.71	0.00	534.71	<b>\$534.71</b>
xxx300731	3/15/18	CUNNINGHAM ELECTRIC INC	9025	Facilities Maintenance & Repair Labor	250.00	0.00	250.00	<b>\$250.00</b>
xxx300732	3/15/18	DEL GAVIO GROUP	8454	Furniture	386.25	0.00	386.25	<b>\$386.25</b>
xxx300733	3/15/18	DISCOUNT SCHOOL SUPPLY	W30547270101	General Supplies	283.83	0.00	283.83	<b>\$283.83</b>
xxx300734	3/15/18	EMPIRE SAFETY & SUPPLY	0092321-IN	Inventory Purchase	1,766.89	0.00	1,766.89	<b>\$1,766.89</b>
xxx300735	3/15/18	FEHR & PEERS	120546	Professional Services	8,695.31	0.00	8,695.31	<b>\$8,695.31</b>
xxx300736	3/15/18	FIRSTTWO INC	1043	Software Licensing & Support	5,400.00	0.00	5,400.00	<b>\$5,400.00</b>

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

For Payments Dated 3/11/2018 through 3/17/2018

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300737	3/15/18	FOSTER BROS SECURITY SYSTEMS INC	295520	Bldg Maint Matls & Supplies	248.52	0.00	248.52	<b>\$248.52</b>
xxx300738	3/15/18	GOLDFARB LIPMAN ATTORNEYS	126095	Legal Services	1,174.00	0.00	1,174.00	<b>\$8,358.33</b>
			126096	Legal Services	737.50	0.00	737.50	
			126097	Legal Services	4,661.00	0.00	4,661.00	
			126098	Legal Services	497.83	0.00	497.83	
			126220	Legal Services	1,288.00	0.00	1,288.00	
xxx300739	3/15/18	GRAINGER	9622782507	General Supplies	1,938.90	0.00	1,938.90	<b>\$1,938.90</b>
			9635905194	General Supplies	-969.45	0.00	-969.45	
			9638154956	General Supplies	-969.45	0.00	-969.45	
			9640174109	General Supplies	1,938.90	0.00	1,938.90	
xxx300740	3/15/18	GREENESPORT ASSN	COL030718SOC	Rec Instructors/Officials	900.00	0.00	900.00	<b>\$3,525.00</b>
			COL030718VOL	Rec Instructors/Officials	780.00	0.00	780.00	
			SUN030708SOC	Rec Instructors/Officials	1,000.00	0.00	1,000.00	
			SUN030708VOL	Rec Instructors/Officials	845.00	0.00	845.00	
xxx300741	3/15/18	HAUTE CUISINE INC	083-2018	Food Products	1,700.40	0.00	1,700.40	<b>\$1,700.40</b>
xxx300742	3/15/18	INDEPENDENT ELECTRIC SUPPLY INC	S103625843.001	Electrical Parts & Supplies	182.01	0.00	182.01	<b>\$182.01</b>
xxx300743	3/15/18	INFRASTRUCTURE ENGINEERING CORP	10179	Engineering Services	10,404.29	0.00	10,404.29	<b>\$10,404.29</b>
xxx300744	3/15/18	INTERACTIVE DATA PRICING	59976912550PR	Financial Services	133.85	0.00	133.85	<b>\$267.70</b>
			D					
			59977466054PR	Financial Services	133.85	0.00	133.85	
			D					
xxx300745	3/15/18	JAE MIN LIAO	CK REQ 18-172	DED Services/Training - Books	127.88	0.00	127.88	<b>\$127.88</b>
xxx300746	3/15/18	KIMLEY HORN & ASSOC INC	10758091	Consultants	7,132.50	0.00	7,132.50	<b>\$7,132.50</b>
xxx300747	3/15/18	KOHLWEISS AUTO PARTS INC	01PP4819	Inventory Purchase	44.47	0.89	43.58	<b>\$174.33</b>
			01PP4945	Inventory Purchase	133.42	2.67	130.75	
xxx300748	3/15/18	LEONE & ALBERTS APC	32542	Legal Services	13,715.75	0.00	13,715.75	<b>\$14,180.61</b>
			32543	Legal Services	157.50	0.00	157.50	
			32544	Legal Services	307.36	0.00	307.36	
xxx300749	3/15/18	MAHAN AND SONS INC	1551	Services Maintain Land Improv	1,996.14	0.00	1,996.14	<b>\$2,996.14</b>
			1558	Services Maintain Land Improv	1,000.00	0.00	1,000.00	
xxx300750	3/15/18	MALLORY SAFETY & SUPPLY LLC	4412166	Inventory Purchase	501.41	0.00	501.41	<b>\$501.41</b>
xxx300751	3/15/18	MICHAEL BAKER INTERNATIONAL						<b>\$4,000.00</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			1006502	Consultants	4,000.00	0.00	4,000.00	
xxx300752	3/15/18	MIDWEST TAPE	95852799	Library Acquis, Audio/Visual	91.56	0.00	91.56	<b>\$3,441.68</b>
			95853061	Library Acquis, Audio/Visual	646.05	0.00	646.05	
			95853195	Library Acquis, Audio/Visual	2,554.62	0.00	2,554.62	
			95853197	Library Acquis, Audio/Visual	149.45	0.00	149.45	
xxx300753	3/15/18	MOBILE MODULAR MANAGEMENT CORP	1556995	Real Property Rental/Lease	1,310.33	0.00	1,310.33	<b>\$1,310.33</b>
xxx300754	3/15/18	MUNICIPAL RESOURCE GROUP LLC	03-18-49	Consultants	33,660.94	0.00	33,660.94	<b>\$33,660.94</b>
xxx300755	3/15/18	NAPA AUTO PARTS	5983-380032	Misc Equip Maint & Repair - Materials	21.58	0.00	21.58	<b>\$55.52</b>
			5983-380034	Hand Tools	33.94	0.00	33.94	
xxx300756	3/15/18	NATIONAL DATA & SURVEYING SERVICES INC	17-7705	Consultants	31,050.00	0.00	31,050.00	<b>\$31,050.00</b>
xxx300757	3/15/18	OPENACCESS LLC	001105818FEB18	Contracts/Service Agreements	17,950.00	0.00	17,950.00	<b>\$71,565.00</b>
			002105117FEB18	Contracts/Service Agreements	45,515.00	0.00	45,515.00	
			002105118FEB18	Contracts/Service Agreements	8,100.00	0.00	8,100.00	
xxx300758	3/15/18	OVERDRIVE INC	910DA18040001	Library Periodicals/Databases	69.99	0.00	69.99	<b>\$189.99</b>
			910DA18041728	Library Periodicals/Databases	120.00	0.00	120.00	
xxx300759	3/15/18	PRN ERGONOMIC SERVICES	18020148	Occupational Health and Safety Services - Other	615.00	0.00	615.00	<b>\$615.00</b>
xxx300760	3/15/18	PAN ASIAN PUBLICATIONS INC	U-15504	Library Acquis, Audio/Visual	797.72	0.00	797.72	<b>\$1,630.19</b>
			U-15508	Library Acquis, Audio/Visual	832.47	0.00	832.47	
xxx300761	3/15/18	POLYDYNE INC	1214972	Chemicals	30,418.00	0.00	30,418.00	<b>\$30,418.00</b>
xxx300762	3/15/18	RFI ENTERPRISES INC	570302	Facilities Maintenance & Repair Labor	1,075.00	0.00	1,075.00	<b>\$1,075.00</b>
xxx300763	3/15/18	RANKIN STOCK HEABERLIN	35050	Legal Services	2,117.75	0.00	2,117.75	<b>\$2,117.75</b>
xxx300764	3/15/18	READYREFRESH BY NESTLE	18C5715636006	General Supplies	121.54	0.00	121.54	<b>\$121.54</b>
xxx300765	3/15/18	REON STALLINGS	CK REQ 18-174	DED Services/Training - Books	114.98	0.00	114.98	<b>\$114.98</b>
xxx300766	3/15/18	ROGER D HIGDON	2017-15306M	Consultants	849.20	0.00	849.20	<b>\$849.20</b>
xxx300767	3/15/18	ROYAL COACH TOURS INC	11871	Travel Related Services	1,032.24	0.00	1,032.24	<b>\$2,186.88</b>
			12270	Travel Related Services	1,154.64	0.00	1,154.64	
xxx300768	3/15/18	SCP DISTRIBUTORS LLC	36911411	Chemicals	824.80	0.00	824.80	<b>\$1,143.57</b>
			36911546	Chemicals	318.77	0.00	318.77	
xxx300769	3/15/18	SAFETY KLEEN SYSTEMS INC	75009286	Auto Maint & Repair - Labor	1,096.70	0.00	1,096.70	<b>\$1,096.70</b>



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300770	3/15/18	SAFEWAY INC	804587-030518	Food Products	63.80	0.00	63.80	<b>\$63.80</b>
xxx300771	3/15/18	SHERRILLTREE	CM-227800	Materials - Land Improve	-24.94	0.00	-24.94	<b>\$435.58</b>
			CM-227801	Materials - Land Improve	-569.43	0.00	-569.43	
			INV-377595	Materials - Land Improve	24.94	0.00	24.94	
			INV-383145	Materials - Land Improve	569.43	0.00	569.43	
			INV-404085	Materials - Land Improve	435.58	0.00	435.58	
xxx300772	3/15/18	SHRED-IT USA	8124245722	Records Related Services	119.80	0.00	119.80	<b>\$119.80</b>
xxx300773	3/15/18	SILICON VALLEY AUTOBODY INC	31754	Auto Maint & Repair - Labor	1,086.00	0.00	1,086.00	<b>\$9,083.29</b>
			31754	Auto Maint & Repair - Materials	241.71	0.00	241.71	
			31777	Auto Maint & Repair - Labor	1,338.00	0.00	1,338.00	
			31777	Auto Maint & Repair - Materials	767.50	0.00	767.50	
			31843	Auto Maint & Repair - Labor	1,464.00	0.00	1,464.00	
			31843	Auto Maint & Repair - Materials	403.85	0.00	403.85	
			31870	Auto Maint & Repair - Labor	1,236.00	0.00	1,236.00	
			31870	Auto Maint & Repair - Materials	2,546.23	0.00	2,546.23	
xxx300774	3/15/18	SITEONE LANDSCAPE SUPPLY LLC	84629028	Inventory Purchase	2,952.89	0.00	2,952.89	<b>\$2,952.89</b>
xxx300775	3/15/18	SPECIAL OPERATIONS TECHNOLOGIES INC	57641	Clothing, Uniforms & Access	1,341.72	0.00	1,341.72	<b>\$1,341.72</b>
xxx300776	3/15/18	STEVENS CREEK QUARRY INC	1764	Materials - Land Improve	2,091.18	0.00	2,091.18	<b>\$2,091.18</b>
xxx300777	3/15/18	STUDIO EM GRAPHIC DESIGN	16979	Graphics Services	136.25	0.00	136.25	<b>\$545.00</b>
			16984	Graphics Services	408.75	0.00	408.75	
xxx300778	3/15/18	SUPPLYWORKS	432031896	Inventory Purchase	86.68	0.80	85.88	<b>\$85.88</b>
xxx300779	3/15/18	TAYLORMADE GOLF CO	33012746	Inventory Purchase	360.14	7.01	353.13	<b>\$353.13</b>
xxx300780	3/15/18	THERMO ELECTRON NORTH AMERICA LLC	9020783093	Water/Wastewater Treat Equip	101,371.83	0.00	101,371.83	<b>\$101,371.83</b>
xxx300781	3/15/18	THOMSON REUTERS WEST	837774310	Books & Publications	1,720.99	0.00	1,720.99	<b>\$1,720.99</b>
xxx300782	3/15/18	USA BLUEBOOK	498392	General Supplies	1,539.13	0.00	1,539.13	<b>\$1,539.13</b>
xxx300783	3/15/18	UNIQUE MANAGEMENT SERVICES INC	458688	Financial Services	322.20	0.00	322.20	<b>\$322.20</b>
xxx300784	3/15/18	UNITED RENTALS	153872776-001	Miscellaneous Services	908.46	0.00	908.46	<b>\$1,856.30</b>
			154620704-001	Equipment Rental/Lease	545.53	0.00	545.53	
			155114215-001	Equipment Rental/Lease	402.31	0.00	402.31	
xxx300785	3/15/18	UNITED ROTARY BRUSH CORP	CI211843	Parts, Vehicles & Motor Equip	441.71	0.00	441.71	<b>\$441.71</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300786	3/15/18	V & W CULTURE CO	S01182018CB	Library Acquisitions, Books	1,944.04	0.00	1,944.04	<b>\$1,944.04</b>
xxx300787	3/15/18	VWR INTERNATIONAL LLC	8081368258	General Supplies	16.66	0.00	16.66	<b>\$1,925.51</b>
			8081368259	Chemicals	101.17	0.00	101.17	
			8081389961	General Supplies	13.08	0.00	13.08	
			8081398392	General Supplies	39.29	0.00	39.29	
			8081411077	General Supplies	288.69	0.00	288.69	
			8081428995	General Supplies	35.78	0.00	35.78	
			8081470884	General Supplies	76.64	0.00	76.64	
			8081482959	General Supplies	118.31	0.00	118.31	
			8081482960	General Supplies	64.14	0.00	64.14	
			8081512642	General Supplies	51.04	0.00	51.04	
			8081528626	General Supplies	318.38	0.00	318.38	
			8081528627	General Supplies	104.98	0.00	104.98	
			8081528628	General Supplies	697.35	0.00	697.35	
xxx300789	3/15/18	VALLEY OIL CO	909522	Inventory Purchase	891.38	0.00	891.38	<b>\$891.38</b>
xxx300790	3/15/18	VIRGIL INC	NOVA-4	Contracts/Service Agreements	12,400.00	0.00	12,400.00	<b>\$12,400.00</b>
xxx300791	3/15/18	WATER ONE INDUSTRIES INC	105091	Facilities Maintenance & Repair Labor	1,200.00	0.00	1,200.00	<b>\$1,200.00</b>
xxx300792	3/15/18	WECK LABORATORIES INC	W8B0831	Water Lab Services	164.84	0.00	164.84	<b>\$164.84</b>
xxx300793	3/15/18	WEST LITE SUPPLY CO INC	57447C	Electrical Parts & Supplies	54.50	0.00	54.50	<b>\$114.06</b>
			69261H-2	Electrical Parts & Supplies	59.56	0.00	59.56	
xxx300794	3/15/18	WEST VALLEY STAFFING GROUP	222762	Professional Services	592.12	0.00	592.12	<b>\$1,315.82</b>
			223244	Professional Services	723.70	0.00	723.70	
xxx300795	3/15/18	WILSEY HAM	21922	General Supplies	2,242.50	0.00	2,242.50	<b>\$2,242.50</b>
xxx300796	3/15/18	ZUMAR INDUSTRIES INC	0175002	Materials - Land Improve	2,295.70	0.00	2,295.70	<b>\$2,295.70</b>
xxx300797	3/15/18	WAITER.COM INC	10227808799	Food Products	49.72	0.00	49.72	<b>\$141.06</b>
			10228809763	Food Products	91.34	0.00	91.34	
xxx300798	3/15/18	PACIFIC GAS & ELECTRIC CO	100023460318	Utilities - Electric	1,328.35	0.00	1,328.35	<b>\$1,851.81</b>
			89805160050218	Utilities - Electric	10.81	0.00	10.81	
			89846354520218	Utilities - Electric	0.76	0.00	0.76	
			91271084620218	Utilities - Electric	21.77	0.00	21.77	
			91290311060218	Utilities - Electric	58.06	0.00	58.06	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			97306197490218	Utilities - Electric	6.61	0.00	6.61	
			97322830180218	Utilities - Electric	265.26	0.00	265.26	
			97322834740218	Utilities - Electric	21.19	0.00	21.19	
			97386482120218	Utilities - Electric	139.00	0.00	139.00	
xxx300799	3/15/18	PATRICK BALL	MARCH/17/2018	Special Events	1,700.00	0.00	1,700.00	<b>\$1,700.00</b>
xxx300800	3/15/18	PROJECT DRAWDOWN	013118LECTUR	Consultants	1,000.00	0.00	1,000.00	<b>\$1,050.36</b>
			E					
			013118LECTUR	Travel Expenses - Mileage	50.36	0.00	50.36	
			E					
xxx300801	3/15/18	AMIR NAGHAVI	181131-21774	Refund Utility Account Credit	268.74	0.00	268.74	<b>\$268.74</b>
xxx300802	3/15/18	COLM HUNT	127505-53810	Refund Utility Account Credit	169.63	0.00	169.63	<b>\$169.63</b>
xxx000535	3/13/18	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM		Insurances - Medical	1,165,213.65	0.00	1,165,213.65	<b>\$1,600,208.96</b>
				Insurances - Retiree Medical - PERS	434,995.31	0.00	434,995.31	
xxx002678	3/16/18	INTERNAL REVENUE SERVICE	950002678	Employer Taxes - FICA - Total	204.60	0.00	204.60	<b>\$57,573.24</b>
			950002678	Employer Taxes - Medicare - Total	57,368.64	0.00	57,368.64	
xxx002679	3/16/18	ICMA RETIREMENT CORP	950002679	Retirement Benefits - Deferred Comp - City Portion	10,973.32	0.00	10,973.32	<b>\$12,218.44</b>
			950002679	Retirement Benefits - PARS	1,245.12	0.00	1,245.12	
xxx002680	3/16/18	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002680	Retirement Benefits - Deferred Comp - City Portion	1,913.24	0.00	1,913.24	<b>\$646,183.78</b>
			950002680	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	175,400.82	0.00	175,400.82	
			950002680	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	71,717.83	0.00	71,717.83	
			950002680	Retirement Benefits - Misc PEPRA Employer Required Cont.	69,039.86	0.00	69,039.86	
			950002680	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	198,739.58	0.00	198,739.58	
			950002680	Retirement Benefits - Safety Tier 1&2 Emplpyr Paid Member Cont	89,366.29	0.00	89,366.29	
			950002680	Retirement Benefits - Safety PEPRA Employer Required Cont.	40,006.16	0.00	40,006.16	
xxx100724	3/13/18	SANTA CLARA VALLEY WATER DISTRICT	T1002176	Water for Resale	604,643.25	0.00	604,643.25	<b>\$604,643.25</b>
xxx100725	3/13/18	SFPUC WATER DEPARTMENT	020218-030118	Water for Resale	1,272,447.30	0.00	1,272,447.30	<b>\$1,467,546.30</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/11/2018 through 3/17/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			020218-030118	Purchased Water Related Expenses - Meter Charges	22,939.00	0.00	22,939.00	
			020218-030118	BAWSCA Surcharge	172,160.00	0.00	172,160.00	
xxx906351	3/14/18	US BANK		Insurances - OPEB Trust Contribution	1,014,750.00	0.00	1,014,750.00	<b>\$1,014,750.00</b>
xxx906358	3/15/18	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	30,000.00	0.00	30,000.00	<b>\$30,000.00</b>
<b>Grand Total Payment Amount</b>								<b><u>\$7,398,676.85</u></b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300803	3/20/18	4LEAF INC	J0607-18A	Consultants	15,255.00	0.00	15,255.00	<b>\$33,940.00</b>
			J3567G	Consultants	18,685.00	0.00	18,685.00	
xxx300804	3/20/18	AT&T	3632611401	Software As a Service	279.02	0.00	279.02	<b>\$279.02</b>
xxx300805	3/20/18	AT&T	000011041624	Utilities - Telephone	1,279.93	0.00	1,279.93	<b>\$20,752.27</b>
			000011041626	Utilities - Telephone	1,249.18	0.00	1,249.18	
			000011054296	Utilities - Telephone	36.73	0.00	36.73	
			000011054305	Utilities - Telephone	11,677.27	0.00	11,677.27	
			000011054693	Utilities - Telephone	2,892.80	0.00	2,892.80	
			000011054892	Utilities - Telephone	36.65	0.00	36.65	
			000011057398	Utilities - Telephone	3,579.71	0.00	3,579.71	
xxx300806	3/20/18	ABBINGTON COURT MEDIA	JULY/11/2018	Special Events	1,495.00	0.00	1,495.00	<b>\$1,495.00</b>
xxx300807	3/20/18	ABODE SERVICES	TBRA2017/18-5	Contracts/Service Agreements	2,854.17	0.00	2,854.17	<b>\$28,801.17</b>
			TBRA2017/18-5	Outside Group Funding	25,947.00	0.00	25,947.00	
xxx300808	3/20/18	ACME SCALE CO	0091321-IN	Equipment Maintenance & Repair Labor	650.00	0.00	650.00	<b>\$650.00</b>
xxx300809	3/20/18	ADVANCE DESIGN CONSULTANTS INC	1430913-06	Engineering Services	2,106.80	0.00	2,106.80	<b>\$2,106.80</b>
xxx300810	3/20/18	ALTAWARE INC	10304	Software As a Service	4,135.00	0.00	4,135.00	<b>\$4,135.00</b>
xxx300811	3/20/18	AMERICAN FIDELITY ADMINISTRATIVE SVCS	28225	Professional Services	664.95	0.00	664.95	<b>\$664.95</b>
xxx300812	3/20/18	AMFASOFT CORP	KAJAGR-01	DED Services/Training - Training	4,374.00	0.00	4,374.00	<b>\$4,374.00</b>
xxx300813	3/20/18	ANDERSON PACIFIC ENGINEERING	WPCPCHLRINE #32	Construction Services	17,389.27	0.00	17,389.27	<b>\$17,389.27</b>
xxx300814	3/20/18	ANGEL ISLAND TIBURON FERRY	03102018	Excursions	490.00	0.00	490.00	<b>\$490.00</b>
xxx300815	3/20/18	AON RISK INSURANCE SERVICES WEST INC	820000031608	Insurances - Fidelity	4,550.00	0.00	4,550.00	<b>\$4,550.00</b>
xxx300816	3/20/18	APPLEONE EMPLOYMENT SERVICES	01-4791141	Contracts/Service Agreements	8,707.09	0.00	8,707.09	<b>\$9,477.89</b>
			01-4791142	Contracts/Service Agreements	770.80	0.00	770.80	
xxx300818	3/20/18	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2018-003	Consultants	6,525.09	0.00	6,525.09	<b>\$6,525.09</b>
xxx300819	3/20/18	AVERY ASSOC INC	2352	Professional Services	3,990.00	0.00	3,990.00	<b>\$3,990.00</b>
xxx300820	3/20/18	BKF ENGINEERS	18010970	Consultants	16,087.17	0.00	16,087.17	<b>\$16,087.17</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300821	3/20/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006106922	Advertising Services	91.00	0.00	91.00	<b>\$91.00</b>
xxx300822	3/20/18	BUCKLES-SMITH ELECTRIC CO	3076464-00	Electrical Parts & Supplies	276.55	0.00	276.55	<b>\$276.55</b>
xxx300823	3/20/18	CWEA-SCVS	APR/03/2018	Training and Conferences	260.00	0.00	260.00	<b>\$260.00</b>
xxx300824	3/20/18	CARMELLA MARIE RUHOFF	14	General Supplies	16.00	0.00	16.00	<b>\$307.50</b>
			15	General Supplies	42.00	0.00	42.00	
			16	Miscellaneous Services	68.00	0.00	68.00	
			50	Supplies, Office 1	181.50	0.00	181.50	
xxx300825	3/20/18	CHANG TAI DO KARATE & FITNESS	CTD2018JF	Rec Instructors/Officials	5,246.88	0.00	5,246.88	<b>\$5,246.88</b>
xxx300826	3/20/18	CITY OF FOSTER CITY	11802	Software Licensing & Support	684.93	0.00	684.93	<b>\$684.93</b>
xxx300827	3/20/18	CITY OF SANTA CLARA MUNICIPAL UTILITIES	MARCH2018	Utilities - Electric	545.68	0.00	545.68	<b>\$545.68</b>
xxx300828	3/20/18	CONEXWEST	55125	Miscellaneous Equipment	4,654.30	0.00	4,654.30	<b>\$4,654.30</b>
xxx300829	3/20/18	CONSOLIDATED PARTS INC	5045518	Miscellaneous Equipment Parts & Supplies	174.40	0.00	174.40	<b>\$174.40</b>
xxx300830	3/20/18	COUNTY OF SANTA CLARA FINANCE DEPT	1800061374	Contracts/Service Agreements	97,792.00	0.00	97,792.00	<b>\$97,792.00</b>
xxx300831	3/20/18	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800058310	Prisoner Transport - Transport	525.69	0.00	525.69	<b>\$525.69</b>
xxx300832	3/20/18	DAVID J POWERS & ASSOC INC	22069	Developer Passthroughs-Downtown Projects	11,104.00	0.00	11,104.00	<b>\$11,104.00</b>
xxx300833	3/20/18	DEL GAVIO GROUP	8416	Architectural and Design Services	5,223.45	0.00	5,223.45	<b>\$5,710.95</b>
			8486	Architectural and Design Services	487.50	0.00	487.50	
xxx300834	3/20/18	DELL MARKETING LP	10228598481	Hardware Maintenance	11,346.71	0.00	11,346.71	<b>\$11,573.44</b>
			10230064381	Computer Hardware	226.73	0.00	226.73	
xxx300835	3/20/18	DEPARTMENT OF JUSTICE	287344	Contracts/Service Agreements	780.00	0.00	780.00	<b>\$1,324.00</b>
			290036	Pre-Employment Testing	544.00	0.00	544.00	
xxx300836	3/20/18	DEWEY HUANG	SMS-B4-GB7	Rec Instructors/Officials	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx300837	3/20/18	EOA INC	SU59-0118	Professional Services	2,794.58	0.00	2,794.58	<b>\$2,794.58</b>
xxx300839	3/20/18	ELAINE GONZALEZ	594457-1776240	DED Services/Training - Books	21.70	0.00	21.70	<b>\$21.70</b>
xxx300840	3/20/18	ELK GROVE AUTO WINNER CHEVY	19150	Parts, Vehicles & Motor Equip	24,535.93	0.00	24,535.93	<b>\$24,535.93</b>
xxx300841	3/20/18	GENUENT LLC	258214	Professional Services	2,496.00	0.00	2,496.00	<b>\$5,499.00</b>
			258342	Professional Services	3,003.00	0.00	3,003.00	
xxx300842	3/20/18	GOLDEN GATE PETROLEUM						<b>\$14,616.83</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			979426	Inventory Purchase	14,616.83	0.00	14,616.83	
xxx300843	3/20/18	HAUTE CUISINE INC	076-2018	Food Products	56.00	0.00	56.00	<b>\$56.00</b>
xxx300844	3/20/18	HOWARD ROME MARTIN & RIDLEY LLP	37122	Legal Services	1,169.26	0.00	1,169.26	<b>\$1,302.26</b>
			37345	Legal Services	133.00	0.00	133.00	
xxx300846	3/20/18	INFOSEND INC	131401	Mailing & Delivery Services	773.80	0.00	773.80	<b>\$3,213.65</b>
			132053	Mailing & Delivery Services	578.63	0.00	578.63	
			132915	Mailing & Delivery Services	1,861.22	0.00	1,861.22	
xxx300847	3/20/18	INSIGHT PUBLIC SECTOR INC	1100586113	Software Licensing & Support	1,426.00	0.00	1,426.00	<b>\$1,426.00</b>
xxx300848	3/20/18	JMB CONSTRUCTION INC	STRMPMPSTN2 #12	Construction Services	172,315.75	0.00	172,315.75	<b>\$172,315.75</b>
xxx300849	3/20/18	JANET DAIJO	4054935580	DED Services/Training - Books	16.97	0.00	16.97	<b>\$16.97</b>
xxx300850	3/20/18	KMVT COMMUNITY TELEVISION	7152	Engineering Services	5,250.71	0.00	5,250.71	<b>\$5,250.71</b>
xxx300851	3/20/18	KATHERINE L WAKI	2018-3635	Legal Services	3,454.00	0.00	3,454.00	<b>\$3,454.00</b>
xxx300852	3/20/18	LANCE WEISSER	Y3K	Graphics Services	450.00	0.00	450.00	<b>\$450.00</b>
xxx300853	3/20/18	LAWSON PRODUCTS INC	9305648544	Miscellaneous Equipment Parts & Supplies	306.04	0.00	306.04	<b>\$422.50</b>
			9305655668	Miscellaneous Equipment Parts & Supplies	116.46	0.00	116.46	
xxx300854	3/20/18	LYNGSO GARDEN MATERIALS INC	946248	Materials - Land Improve	2,965.89	0.00	2,965.89	<b>\$2,965.89</b>
xxx300855	3/20/18	MP EIGHT TREES LLC	HMF DRAW#12	Customer Loans Disbursed	7,689.75	0.00	7,689.75	<b>\$7,689.75</b>
xxx300856	3/20/18	MSI FUEL MANAGEMENT INC	4360	Auto Maint & Repair - Labor	570.00	0.00	570.00	<b>\$2,280.00</b>
			4370	Auto Maint & Repair - Labor	570.00	0.00	570.00	
			4389	Auto Maint & Repair - Labor	570.00	0.00	570.00	
			4401	Auto Maint & Repair - Labor	570.00	0.00	570.00	
xxx300857	3/20/18	MAHAN AND SONS INC	1559	Services Maintain Land Improv	1,872.16	0.00	1,872.16	<b>\$1,872.16</b>
xxx300858	3/20/18	METROPOLITAN PLANNING GROUP	1000077	Professional Services	3,480.00	0.00	3,480.00	<b>\$3,480.00</b>
xxx300859	3/20/18	MIDWEST TAPE	95818103	Library Acquis, Audio/Visual	484.06	0.00	484.06	<b>\$2,853.46</b>
			95872654	Library Acquis, Audio/Visual	1,727.12	0.00	1,727.12	
			95872655	Library Acquis, Audio/Visual	642.28	0.00	642.28	
xxx300860	3/20/18	MONTEREY MECHANICAL CO	121506-03	Misc Equip Maint & Repair - Labor	1,830.80	0.00	1,830.80	<b>\$11,233.78</b>
			121506-03	Misc Equip Maint & Repair - Materials	9,402.98	0.00	9,402.98	
xxx300861	3/20/18	NATIONAL DATA & SURVEYING SERVICES INC	18-8041	Consultants	730.00	0.00	730.00	<b>\$730.00</b>
xxx300862	3/20/18	NEOPOST USA INC.	55596414	Equipment Rental/Lease	260.25	0.00	260.25	<b>\$260.25</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300864	3/20/18	PAYFLEX SYSTEMS USA INC	128934-1123556	Insurances - Depend Care & Health Care	881.60	0.00	881.60	<b>\$898.08</b>
				Rmb Admin Fees				
			128934-1123556	Professional Services	16.48	0.00	16.48	
xxx300865	3/20/18	PACIFIC JANITORIAL SUPPLY CO	30046863	Inventory Purchase	413.33	0.00	413.33	<b>\$413.33</b>
xxx300866	3/20/18	PACIFIC TELEMAGEMENT SERVICES	975993	Utilities - Telephone	75.00	0.00	75.00	<b>\$75.00</b>
xxx300867	3/20/18	PAN PACIFIC SUPPLY CO INC	29598211	Misc Equip Maint & Repair - Labor	1,975.00	0.00	1,975.00	<b>\$7,438.08</b>
			29598211	Misc Equip Maint & Repair - Materials	5,463.08	0.00	5,463.08	
xxx300868	3/20/18	PETROLEUM MARKETING EQUIPMENT	3065635	Parts, Vehicles & Motor Equip	25.13	0.00	25.13	<b>\$25.13</b>
xxx300869	3/20/18	PINE CONE LUMBER CO INC	745942	Materials - Land Improve	293.11	0.00	293.11	<b>\$293.11</b>
xxx300870	3/20/18	POLYDYNE INC	1200614	Chemicals	30,150.00	0.00	30,150.00	<b>\$30,150.00</b>
xxx300871	3/20/18	PORTNOV COMPUTER SCHOOL	02-01-18	DED Services/Training - Training	5,400.00	0.00	5,400.00	<b>\$11,990.00</b>
			02-02-18	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			02-05-18	DED Services/Training - Training	595.00	0.00	595.00	
			02-06-18	DED Services/Training - Training	595.00	0.00	595.00	
xxx300872	3/20/18	PRO-SWEEP INC	248170	Services Maintain Land Improv	832.00	0.00	832.00	<b>\$1,352.00</b>
			248171	Services Maintain Land Improv	520.00	0.00	520.00	
xxx300873	3/20/18	READYREFRESH BY NESTLE	08A0029664380	Food Products	71.64	0.00	71.64	<b>\$286.14</b>
			08C0029664380	Food Products	116.55	0.00	116.55	
			08C0035365238	Miscellaneous Services	32.69	0.00	32.69	
			18C5736476002	General Supplies	36.71	0.00	36.71	
			18C5740154009	General Supplies	21.74	0.00	21.74	
			18C5740156004	General Supplies	6.81	0.00	6.81	
xxx300874	3/20/18	SAFETY KLEEN SYSTEMS INC	75316459	Auto Maint & Repair - Labor	65.00	0.00	65.00	<b>\$1,504.02</b>
			75645017	Auto Maint & Repair - Labor	135.32	0.00	135.32	
			75686435	Auto Maint & Repair - Labor	65.00	0.00	65.00	
			75743010	Auto Maint & Repair - Labor	1,036.70	0.00	1,036.70	
			75813027	Auto Maint & Repair - Labor	120.00	0.00	120.00	
			75816652	Auto Maint & Repair - Labor	17.00	0.00	17.00	
			76041828	Auto Maint & Repair - Labor	65.00	0.00	65.00	
xxx300875	3/20/18	SAFEWAY INC	439966	Food Products	32.94	0.00	32.94	<b>\$90.27</b>
			804630-030518	Food Products	57.33	0.00	57.33	
xxx300876	3/20/18	SAN JOSE CONSERVATION CORPS						<b>\$50.00</b>



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			LUNCHEON'18	Meetings	50.00	0.00	50.00	
xxx300877	3/20/18	SHRUTI BETTAPUR	676829-8635442	DED Services/Training - Books	78.39	0.00	78.39	<b>\$78.39</b>
xxx300878	3/20/18	SILICON VALLEY AUTOBODY INC	31776	Auto Maint & Repair - Labor	931.00	0.00	931.00	<b>\$1,338.59</b>
			31776	Auto Maint & Repair - Materials	407.59	0.00	407.59	
xxx300879	3/20/18	SILICON VALLEY SECURITY & PATROL INC	2035425	Services Maintain Land Improv	550.00	0.00	550.00	<b>\$550.00</b>
xxx300880	3/20/18	SITEONE LANDSCAPE SUPPLY LLC	84009212	Services Maintain Land Improv	265.00	0.00	265.00	<b>\$9,540.35</b>
			84628940	Materials - Land Improve	9,275.35	0.00	9,275.35	
xxx300881	3/20/18	SMART & FINAL INC	054679-030618	City Training Program	95.43	0.00	95.43	<b>\$156.43</b>
			054824-030718	General Supplies	61.00	0.00	61.00	
xxx300882	3/20/18	SOUTH BAY REGIONAL PUBLIC SAFETY	218395	Training and Conferences	3,215.58	0.00	3,215.58	<b>\$3,215.58</b>
xxx300883	3/20/18	SOUTH BAY REGIONAL PUBLIC SAFETY	218398	Training and Conferences	733.27	0.00	733.27	<b>\$733.27</b>
xxx300884	3/20/18	TMT ENTERPRISES INC	94257	Materials - Land Improve	2,324.97	0.00	2,324.97	<b>\$2,324.97</b>
xxx300885	3/20/18	TRISTAR RISK MANAGEMENT	103603	Workers' Compensation - Claims	485.53	0.00	485.53	<b>\$485.53</b>
xxx300886	3/20/18	TURF STAR INC	6995008-00	Parts, Vehicles & Motor Equip	50.97	0.00	50.97	<b>\$3,379.87</b>
			6996925-00	Parts, Vehicles & Motor Equip	53.36	0.00	53.36	
			6997954-00	Parts, Vehicles & Motor Equip	179.47	0.00	179.47	
			6999092-00	Parts, Vehicles & Motor Equip	93.41	0.00	93.41	
			6999093-00	Parts, Vehicles & Motor Equip	53.36	0.00	53.36	
			6999095-00	Parts, Vehicles & Motor Equip	1,157.69	0.00	1,157.69	
			6999649-00	Parts, Vehicles & Motor Equip	146.96	0.00	146.96	
			6999650-00	Parts, Vehicles & Motor Equip	109.48	0.00	109.48	
			6999868-00	Parts, Vehicles & Motor Equip	528.50	0.00	528.50	
			7000281-00	Parts, Vehicles & Motor Equip	260.18	0.00	260.18	
			7000926-00	Parts, Vehicles & Motor Equip	209.98	0.00	209.98	
			7000934-00	Parts, Vehicles & Motor Equip	54.19	0.00	54.19	
			7000934-01	Parts, Vehicles & Motor Equip	218.16	0.00	218.16	
			7000962-00	Parts, Vehicles & Motor Equip	81.45	0.00	81.45	
			7000993-00	Parts, Vehicles & Motor Equip	84.59	0.00	84.59	
			7001496-00	Parts, Vehicles & Motor Equip	-166.03	0.00	-166.03	
			7001786-00	Parts, Vehicles & Motor Equip	54.32	0.00	54.32	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			7001787-00	Parts, Vehicles & Motor Equip	51.98	0.00	51.98	
			7001887-00	Parts, Vehicles & Motor Equip	73.66	0.00	73.66	
			7002425-00	Parts, Vehicles & Motor Equip	107.56	0.00	107.56	
			7002428-00	Parts, Vehicles & Motor Equip	69.97	0.00	69.97	
			7002821-00	Parts, Vehicles & Motor Equip	93.34	0.00	93.34	
			7002833-00	Parts, Vehicles & Motor Equip	36.04	0.00	36.04	
			7003103-00	Parts, Vehicles & Motor Equip	-129.38	0.00	-129.38	
			7003105-00	Parts, Vehicles & Motor Equip	-93.34	0.00	-93.34	
xxx300889	3/20/18	UNITED STATES POSTAL SERVICE	P#14000-031918	Mailing & Delivery Services	225.00	0.00	225.00	<b>\$225.00</b>
xxx300891	3/20/18	VALLEY OIL CO	39304	Fuel, Oil & Lubricants	458.40	0.00	458.40	<b>\$6,593.29</b>
			39305	Fuel, Oil & Lubricants	317.35	0.00	317.35	
			39837	Fuel, Oil & Lubricants	143.88	0.00	143.88	
			39911	Fuel, Oil & Lubricants	458.40	0.00	458.40	
			40141	Fuel, Oil & Lubricants	308.74	0.00	308.74	
			40494	Fuel, Oil & Lubricants	143.88	0.00	143.88	
			40546	Fuel, Oil & Lubricants	461.23	0.00	461.23	
			40803	Fuel, Oil & Lubricants	2,191.99	0.00	2,191.99	
			41643	Fuel, Oil & Lubricants	721.95	0.00	721.95	
			41644	Fuel, Oil & Lubricants	931.85	0.00	931.85	
			41738	Fuel, Oil & Lubricants	311.74	0.00	311.74	
			41955	Fuel, Oil & Lubricants	143.88	0.00	143.88	
xxx300892	3/20/18	WEST COAST RUBBER & RECYCLING INC	18-295	Auto Maint & Repair - Labor	225.00	0.00	225.00	<b>\$236.25</b>
			18-295	Auto Maint & Repair - Materials	11.25	0.00	11.25	
xxx300893	3/20/18	DOUGLAS MCCONNELL	04-25-SV	Excursions	1,000.00	0.00	1,000.00	<b>\$1,000.00</b>
xxx300894	3/20/18	GRAINGER	9687054867	Supplies, Vehicles/Motor Equip	72.18	0.00	72.18	<b>\$15,660.61</b>
			9687189101	Hand Tools	84.06	0.00	84.06	
			9688613232	Electrical Parts & Supplies	509.87	0.00	509.87	
			9690181343	Electrical Parts & Supplies	1,223.61	0.00	1,223.61	
			9690436887	Bldg Maint Matls & Supplies	353.51	0.00	353.51	
			9690600532	Supplies, Safety	1,312.36	0.00	1,312.36	
			9690895561	Electrical Parts & Supplies	436.15	0.00	436.15	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			9691221940	Chemicals	31.07	0.00	31.07	
			9691612361	Hand Tools	494.69	0.00	494.69	
			9691852835	Hand Tools	33.22	0.00	33.22	
			9691943618	Clothing, Uniforms & Access	741.90	0.00	741.90	
			9691943626	Clothing, Uniforms & Access	485.54	0.00	485.54	
			9692972731	Bldg Maint Matls & Supplies	51.06	0.00	51.06	
			9692972749	Bldg Maint Matls & Supplies	532.90	0.00	532.90	
			9693121528	Parts, Vehicles & Motor Equip	75.69	0.00	75.69	
			9693326572	Hand Tools	188.59	0.00	188.59	
			9693885098	Miscellaneous Equipment Parts & Supplies	55.79	0.00	55.79	
			9694124950	Miscellaneous Equipment Parts & Supplies	43.81	0.00	43.81	
			9694124968	Hand Tools	421.24	0.00	421.24	
			9695355546	Hand Tools	851.99	0.00	851.99	
			9695595489	Parts, Vehicles & Motor Equip	443.78	0.00	443.78	
			9697887827	Miscellaneous Equipment Parts & Supplies	45.04	0.00	45.04	
			9697887835	Bldg Maint Matls & Supplies	395.06	0.00	395.06	
			9697887843	Miscellaneous Equipment Parts & Supplies	223.62	0.00	223.62	
			9698518421	Miscellaneous Equipment Parts & Supplies	72.52	0.00	72.52	
			9699305471	Bldg Maint Matls & Supplies	56.19	0.00	56.19	
			9699305489	Bldg Maint Matls & Supplies	57.03	0.00	57.03	
			9699305497	Hand Tools	30.74	0.00	30.74	
			9700153282	Supplies, Safety	959.81	0.00	959.81	
			9700884662	Hand Tools	486.18	0.00	486.18	
			9701089519	Fuel, Oil & Lubricants	533.15	0.00	533.15	
			9701815533	General Supplies	599.20	0.00	599.20	
			9701815541	Miscellaneous Equipment Parts & Supplies	388.72	0.00	388.72	
			9701986029	Chemicals	24.20	0.00	24.20	
			9701986037	Miscellaneous Equipment Parts & Supplies	202.44	0.00	202.44	
			9702994220	Water Meters	310.60	0.00	310.60	
			9705129667	Hand Tools	31.79	0.00	31.79	
			9705129675	Electrical Parts & Supplies	407.65	0.00	407.65	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			9705427962	Hand Tools	20.15	0.00	20.15	
			9705592799	Electrical Parts & Supplies	76.84	0.00	76.84	
			9706972768	Bldg Maint Matls & Supplies	67.17	0.00	67.17	
			9706972776	Electrical Parts & Supplies	255.07	0.00	255.07	
			9707031721	Bldg Maint Matls & Supplies	430.78	0.00	430.78	
			9707031739	Bldg Maint Matls & Supplies	92.15	0.00	92.15	
			9707298692	Clothing, Uniforms & Access	66.10	0.00	66.10	
			9707689247	Bldg Maint Matls & Supplies	189.44	0.00	189.44	
			9710614216	General Supplies	20.37	0.00	20.37	
			9710614224	Supplies, Safety	283.05	0.00	283.05	
			9712604488	Bldg Maint Matls & Supplies	66.95	0.00	66.95	
			9713408665	General Supplies	56.47	0.00	56.47	
			9713408673	Electrical Parts & Supplies	190.38	0.00	190.38	
			9713408681	Miscellaneous Equipment Parts & Supplies	75.03	0.00	75.03	
			9713408699	Electrical Parts & Supplies	403.68	0.00	403.68	
			9713739457	Hand Tools	56.08	0.00	56.08	
			9713930346	Supplies, Safety	43.95	0.00	43.95	
xxx300899	3/20/18	LUX BUS AMERICA	32964	Excursions	940.00	0.00	940.00	<b>\$940.00</b>
xxx300900	3/20/18	PACIFIC GAS & ELECTRIC CO	0007715411-0	Miscellaneous Services	5,000.00	0.00	5,000.00	<b>\$5,000.00</b>
xxx300901	3/20/18	PALO ALTO MEDICAL FOUNDATION	1636	Medical Services	75.00	0.00	75.00	<b>\$18,752.05</b>
			1637	Medical Services	75.00	0.00	75.00	
			1642	Medical Services	35.00	0.00	35.00	
			1643	Medical Services	200.00	0.00	200.00	
			1648	Medical Services	35.00	0.00	35.00	
			1649	Medical Services	200.00	0.00	200.00	
			1654	Medical Services	35.00	0.00	35.00	
			1655	Medical Services	200.00	0.00	200.00	
			1656	Medical Services	75.00	0.00	75.00	
			1657	Medical Services	270.00	0.00	270.00	
			1658	Medical Services	75.00	0.00	75.00	
			1659	Medical Services	75.00	0.00	75.00	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			1660	Medical Services	270.00	0.00	270.00	
			1661	Medical Services	75.00	0.00	75.00	
			1662	Medical Services	75.00	0.00	75.00	
			1663	Medical Services	270.00	0.00	270.00	
			1664	Medical Services	75.00	0.00	75.00	
			1665	Medical Services	75.00	0.00	75.00	
			1672	Medical Services	35.00	0.00	35.00	
			1673	Medical Services	200.00	0.00	200.00	
			1678	Medical Services	35.00	0.00	35.00	
			1679	Medical Services	200.00	0.00	200.00	
			1680	Medical Services	104.00	0.00	104.00	
			1681	Medical Services	195.00	0.00	195.00	
			1682	Medical Services	75.00	0.00	75.00	
			1683	Medical Services	57.00	0.00	57.00	
			1684	Medical Services	75.00	0.00	75.00	
			3442	Pre-Employment Testing	195.00	0.00	195.00	
			3443	Pre-Employment Testing	75.00	0.00	75.00	
			3444	Pre-Employment Testing	30.00	0.00	30.00	
			3622	Medical Services	104.00	0.00	104.00	
			3623	Pre-Employment Testing	195.00	0.00	195.00	
			3624	Pre-Employment Testing	75.00	0.00	75.00	
			3625	Pre-Employment Testing	30.00	0.00	30.00	
			3626	Medical Services	75.00	0.00	75.00	
			3627	Pre-Employment Testing	195.00	0.00	195.00	
			3628	Pre-Employment Testing	75.00	0.00	75.00	
			3629	Pre-Employment Testing	75.00	0.00	75.00	
			3630	Pre-Employment Testing	57.00	0.00	57.00	
			3631	Medical Services	270.00	0.00	270.00	
			3632	Medical Services	75.00	0.00	75.00	
			3633	Medical Services	75.00	0.00	75.00	
			3634	Medical Services	75.00	0.00	75.00	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			3639	Medical Services	35.00	0.00	35.00	
			3640	Medical Services	200.00	0.00	200.00	
			3642	Medical Services	270.00	0.00	270.00	
			3643	Medical Services	75.00	0.00	75.00	
			3644	Medical Services	75.00	0.00	75.00	
			3645	Pre-Employment Testing	195.00	0.00	195.00	
			3646	Pre-Employment Testing	75.00	0.00	75.00	
			3648	Pre-Employment Testing	150.00	0.00	150.00	
			3653	Medical Services	35.00	0.00	35.00	
			3654	Medical Services	200.00	0.00	200.00	
			3655	Pre-Employment Testing	195.00	0.00	195.00	
			3656	Pre-Employment Testing	75.00	0.00	75.00	
			3657	Pre-Employment Testing	75.00	0.00	75.00	
			3658	Pre-Employment Testing	57.00	0.00	57.00	
			3659	Pre-Employment Testing	195.00	0.00	195.00	
			3660	Pre-Employment Testing	75.00	0.00	75.00	
			3661	Medical Services	195.00	0.00	195.00	
			3662	Pre-Employment Testing	195.00	0.00	195.00	
			3663	Pre-Employment Testing	75.00	0.00	75.00	
			3664	Pre-Employment Testing	30.00	0.00	30.00	
			3665	Pre-Employment Testing	195.00	0.00	195.00	
			3666	Pre-Employment Testing	75.00	0.00	75.00	
			3668	Pre-Employment Testing	195.00	0.00	195.00	
			3669	Pre-Employment Testing	75.00	0.00	75.00	
			3670	Pre-Employment Testing	195.00	0.00	195.00	
			3671	Pre-Employment Testing	75.00	0.00	75.00	
			3672	Pre-Employment Testing	37.00	0.00	37.00	
			3673	Pre-Employment Testing	195.00	0.00	195.00	
			3674	Pre-Employment Testing	75.00	0.00	75.00	
			3675	Pre-Employment Testing	195.00	0.00	195.00	
			3676	Pre-Employment Testing	75.00	0.00	75.00	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			3677	Pre-Employment Testing	195.00	0.00	195.00	
			3678	Pre-Employment Testing	75.00	0.00	75.00	
			3679	Pre-Employment Testing	195.00	0.00	195.00	
			3680	Pre-Employment Testing	75.00	0.00	75.00	
			3681	Medical Services	195.00	0.00	195.00	
			3682	Pre-Employment Testing	195.00	0.00	195.00	
			3683	Pre-Employment Testing	75.00	0.00	75.00	
			3688	Medical Services	35.00	0.00	35.00	
			3689	Medical Services	200.00	0.00	200.00	
			3690	Medical Services	270.00	0.00	270.00	
			3691	Pre-Employment Testing	75.00	0.00	75.00	
			3693	Pre-Employment Testing	195.00	0.00	195.00	
			3694	Pre-Employment Testing	75.00	0.00	75.00	
			3695	Pre-Employment Testing	30.00	0.00	30.00	
			3696	Medical Services	75.00	0.00	75.00	
			3697	Pre-Employment Testing	75.00	0.00	75.00	
			3703	Pre-Employment Testing	92.00	0.00	92.00	
			3704	Pre-Employment Testing	150.00	0.00	150.00	
			3705	Pre-Employment Testing	4.83	0.00	4.83	
			3706	Pre-Employment Testing	200.00	0.00	200.00	
			3707	Pre-Employment Testing	179.52	0.00	179.52	
			3708	Pre-Employment Testing	125.00	0.00	125.00	
			3710	Medical Services	195.00	0.00	195.00	
			3711	Medical Services	195.00	0.00	195.00	
			3712	Medical Services	195.00	0.00	195.00	
			3713	Pre-Employment Testing	179.52	0.00	179.52	
			3719	Pre-Employment Testing	92.00	0.00	92.00	
			3720	Pre-Employment Testing	4.83	0.00	4.83	
			3721	Pre-Employment Testing	200.00	0.00	200.00	
			3722	Pre-Employment Testing	195.00	0.00	195.00	
			3723	Pre-Employment Testing	75.00	0.00	75.00	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			3724	Pre-Employment Testing	30.00	0.00	30.00	
			3725	Pre-Employment Testing	75.00	0.00	75.00	
			3726	Pre-Employment Testing	57.00	0.00	57.00	
			3727	Pre-Employment Testing	30.00	0.00	30.00	
			3728	Pre-Employment Testing	94.00	0.00	94.00	
			3729	Pre-Employment Testing	47.00	0.00	47.00	
			3730	Medical Services	195.00	0.00	195.00	
			3731	Pre-Employment Testing	195.00	0.00	195.00	
			3732	Pre-Employment Testing	75.00	0.00	75.00	
			3733	Pre-Employment Testing	57.00	0.00	57.00	
			3734	Pre-Employment Testing	195.00	0.00	195.00	
			3735	Pre-Employment Testing	75.00	0.00	75.00	
			3736	Pre-Employment Testing	57.00	0.00	57.00	
			3737	Pre-Employment Testing	195.00	0.00	195.00	
			3738	Pre-Employment Testing	75.00	0.00	75.00	
			3739	Pre-Employment Testing	75.00	0.00	75.00	
			3740	Pre-Employment Testing	57.00	0.00	57.00	
			3741	Medical Services	195.00	0.00	195.00	
			3742	Medical Services	195.00	0.00	195.00	
			3743	Pre-Employment Testing	195.00	0.00	195.00	
			3744	Pre-Employment Testing	75.00	0.00	75.00	
			3745	Pre-Employment Testing	30.00	0.00	30.00	
			3746	Pre-Employment Testing	195.00	0.00	195.00	
			3747	Pre-Employment Testing	75.00	0.00	75.00	
			3748	Pre-Employment Testing	30.00	0.00	30.00	
			3749	Pre-Employment Testing	30.00	0.00	30.00	
			3750	Pre-Employment Testing	195.00	0.00	195.00	
			3751	Pre-Employment Testing	75.00	0.00	75.00	
			3752	Pre-Employment Testing	57.00	0.00	57.00	
			3753	Medical Services	104.00	0.00	104.00	
			3756	Pre-Employment Testing	125.00	0.00	125.00	



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			3757	Pre-Employment Testing	195.00	0.00	195.00	
			3758	Pre-Employment Testing	75.00	0.00	75.00	
			3759	Pre-Employment Testing	195.00	0.00	195.00	
			3760	Pre-Employment Testing	75.00	0.00	75.00	
			3761	Pre-Employment Testing	57.00	0.00	57.00	
			3762	Medical Services	195.00	0.00	195.00	
			3763	Medical Services	195.00	0.00	195.00	
			3765	Pre-Employment Testing	195.00	0.00	195.00	
			3766	Pre-Employment Testing	75.00	0.00	75.00	
			3767	Pre-Employment Testing	195.00	0.00	195.00	
			3768	Pre-Employment Testing	75.00	0.00	75.00	
			3769	Pre-Employment Testing	75.00	0.00	75.00	
			3770	Pre-Employment Testing	57.00	0.00	57.00	
			3771	Pre-Employment Testing	75.00	0.00	75.00	
			3772	Pre-Employment Testing	57.00	0.00	57.00	
			3773	Medical Services	195.00	0.00	195.00	
			3774	Pre-Employment Testing	30.00	0.00	30.00	
			3780	Pre-Employment Testing	92.00	0.00	92.00	
			3781	Pre-Employment Testing	4.83	0.00	4.83	
			3782	Pre-Employment Testing	150.00	0.00	150.00	
			3783	Pre-Employment Testing	200.00	0.00	200.00	
			3784	Pre-Employment Testing	179.52	0.00	179.52	
			3785	Pre-Employment Testing	126.00	0.00	126.00	
xxx300915	3/20/18	AMY LESLIE	182357-74042	Refund Utility Account Credit	196.83	0.00	196.83	<b>\$196.83</b>
xxx300916	3/20/18	ERICSSON TELEVISION INC	147803-49264	Refund Utility Account Credit	1,325.71	0.00	1,325.71	<b>\$1,325.71</b>
xxx300917	3/20/18	FLOWCARDIA INC	11729-49442	Refund Utility Account Credit	307.26	0.00	307.26	<b>\$307.26</b>
xxx300918	3/20/18	SARAH RAHAMIM	171369-28414	Refund Utility Account Credit	268.98	0.00	268.98	<b>\$268.98</b>
xxx300919	3/20/18	TAMALPAIS ENVIRONMENTAL	187469-58872	Refund Utility Account Credit	3,711.10	0.00	3,711.10	<b>\$3,711.10</b>
xxx300920	3/20/18	TTR SUBSTATIONS INC	192147-48942	Refund Utility Account Credit	4,217.87	0.00	4,217.87	<b>\$4,217.87</b>
xxx300921	3/22/18	AIRGAS USA LLC	9072815246	Chemicals	129.80	0.00	129.80	<b>\$129.80</b>
xxx300922	3/22/18	ALLSTAR FIRE EQUIPMENT INC	205642	Clothing, Uniforms & Access	365.15	0.00	365.15	<b>\$365.15</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300923	3/22/18	APPLEONE EMPLOYMENT SERVICES	01-4797842	Contracts/Service Agreements	8,649.18	0.00	8,649.18	<b>\$8,651.97</b>
			01-4797842	Travel Expenses - Mileage	2.79	0.00	2.79	
xxx300924	3/22/18	AXON ENTERPRISE INC	SI-1526054	Computer Software	15,000.00	0.00	15,000.00	<b>\$15,000.00</b>
xxx300925	3/22/18	BACKFLOW PREVENTION SPECIALISTS INC	6151	Water Backflow Valves	126.04	0.00	126.04	<b>\$158.47</b>
			6157	Water Backflow Valves	32.43	0.00	32.43	
xxx300926	3/22/18	BAUER COMPRESSORS INC	0000232809	Safety Equipment Maintenance & Repair	708.50	0.00	708.50	<b>\$5,231.16</b>
			0000233290	Safety Equipment Maintenance & Repair	1,301.73	0.00	1,301.73	
			0000236305	Clothing, Uniforms & Access	282.05	0.00	282.05	
			0000236484	Safety Equipment Maintenance & Repair	159.35	0.00	159.35	
			0000237068	Safety Equipment Maintenance & Repair	2,779.53	0.00	2,779.53	
xxx300927	3/22/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006097957	Advertising Services	177.00	0.00	177.00	<b>\$340.00</b>
			0006105779	Advertising Services	163.00	0.00	163.00	
xxx300928	3/22/18	BAY-VALLEY PEST CONTROL INC	0235599	Services Maintain Land Improv	58.00	0.00	58.00	<b>\$1,968.00</b>
			0236150	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0236162	Facilities Maintenance & Repair Labor	65.00	0.00	65.00	
			0236187	Services Maintain Land Improv	58.00	0.00	58.00	
			0237048	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0237471	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0237472	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0237473	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0237474	Facilities Maintenance & Repair Labor	88.00	0.00	88.00	
			0237475	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0237476	Facilities Maintenance & Repair Labor	43.00	0.00	43.00	
			0237484	Facilities Maintenance & Repair Labor	32.00	0.00	32.00	
			0237485	Facilities Maintenance & Repair Labor	56.00	0.00	56.00	
			0237487	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0237488	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0237489	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0237490	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0237491	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			02374912	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			0237493	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0237494	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0237495	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0237500	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0237501	Facilities Maintenance & Repair Labor	42.00	0.00	42.00	
			0237502	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0237525	Services Maintain Land Improv	120.00	0.00	120.00	
			0237537	Services Maintain Land Improv	120.00	0.00	120.00	
			0237649	Services Maintain Land Improv	78.00	0.00	78.00	
xxx300931	3/22/18	BOOTSTRAP SOLUTIONS	2005	Contracts/Service Agreements	16,500.00	0.00	16,500.00	<b>\$16,500.00</b>
xxx300932	3/22/18	BUCKLES-SMITH ELECTRIC CO	3076196-00	Miscellaneous Equipment Parts & Supplies	585.02	0.00	585.02	<b>\$585.02</b>
xxx300933	3/22/18	CARMELLA MARIE RUHOFF	144	General Supplies	16.00	0.00	16.00	<b>\$45.50</b>
			48	General Supplies	29.50	0.00	29.50	
xxx300934	3/22/18	CAROLLO ENGINEERS	0165001	Engineering Services	59,607.29	0.00	59,607.29	<b>\$59,607.29</b>
xxx300935	3/22/18	CENTRAL LABOR COUNCIL PARTNERSHIP	FEB2018	DED Services/Training - Training	31.48	0.00	31.48	<b>\$69,139.34</b>
			FEB2018	Contracts/Service Agreements	69,107.86	0.00	69,107.86	
xxx300936	3/22/18	CENTURY GRAPHICS	48545	Clothing, Uniforms & Access	65.06	0.00	65.06	<b>\$65.06</b>
xxx300937	3/22/18	CITY & COUNTY OF SAN FRANCISCO	DEC2017	Contracts/Service Agreements	60,047.99	0.00	60,047.99	<b>\$65,317.74</b>
			JAN2018	Contracts/Service Agreements	5,269.75	0.00	5,269.75	
xxx300938	3/22/18	CONEXWEST	9305	Miscellaneous Equipment	4,834.00	0.00	4,834.00	<b>\$4,834.00</b>
xxx300939	3/22/18	CORIX WATER PRODUCTS US INC	17713021889	Water Meters	258.33	0.00	258.33	<b>\$2,792.91</b>
			17713023141	Materials - Land Improve	1,753.05	0.00	1,753.05	
			17713037441	Materials - Land Improve	422.92	0.00	422.92	
			17813001393	Materials - Land Improve	358.61	0.00	358.61	
xxx300940	3/22/18	COUNTY OF ALAMEDA	OCT-DEC2017	Contracts/Service Agreements	12,170.00	0.00	12,170.00	<b>\$12,170.00</b>
xxx300941	3/22/18	DOTNETNUKE CORP	6109617	Software Licensing & Support	7,999.00	0.00	7,999.00	<b>\$7,999.00</b>
xxx300942	3/22/18	HACH CO INC	10846113	Miscellaneous Equipment Parts & Supplies	792.25	0.00	792.25	<b>\$792.25</b>
xxx300943	3/22/18	HILLARD HEINTZE LLC	HH18-1094	Consultants	25,839.18	0.00	25,839.18	<b>\$25,839.18</b>
xxx300944	3/22/18	HYDROSCIENCE ENGINEERS INC	262001085	Professional Services	4,485.00	0.00	4,485.00	<b>\$4,485.00</b>
xxx300945	3/22/18	INDUSTRIAL SAFETY SUPPLY CORP	1057475	Chemicals	86.40	0.00	86.40	<b>\$86.40</b>
xxx300946	3/22/18	INFORMATION SERVICES DEPT	1800061946	Software As a Service	1,966.40	0.00	1,966.40	<b>\$1,966.40</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300947	3/22/18	INTERNATIONAL MANAGEMENT SYSTEMS	8146	Professional Services	9,360.00	0.00	9,360.00	<b>\$9,360.00</b>
xxx300948	3/22/18	JAVELCO EQUIPMENT SERVICE INC	53291	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	<b>\$818.24</b>
			53291	Misc Equip Maint & Repair - Materials	141.62	0.00	141.62	
			53537	Misc Equip Maint & Repair - Labor	285.00	0.00	285.00	
			53537	Misc Equip Maint & Repair - Materials	296.62	0.00	296.62	
xxx300949	3/22/18	JULIA VINDASIUS	CK REQ 18-177	DED Services/Training - Books	150.00	0.00	150.00	<b>\$150.00</b>
xxx300950	3/22/18	KENNEDY JENKS CONSULTANTS	119868	Engineering Services	11,187.50	0.00	11,187.50	<b>\$11,187.50</b>
xxx300951	3/22/18	KOHLWEISS AUTO PARTS INC	01PP5946	Inventory Purchase	932.17	18.21	913.96	<b>\$913.52</b>
			01PP6484	Inventory Purchase	-21.78	0.00	-21.78	
			01PP6519	Inventory Purchase	21.78	0.44	21.34	
xxx300952	3/22/18	LEONE & ALBERTS APC	32541	Legal Services	2,167.92	0.00	2,167.92	<b>\$2,280.42</b>
			32544-020518	Legal Services	112.50	0.00	112.50	
xxx300953	3/22/18	LIEBERT CASSIDY WHITMORE	1456050	Legal Services	4,035.60	0.00	4,035.60	<b>\$23,773.85</b>
			1456051	Legal Services	19,738.25	0.00	19,738.25	
xxx300954	3/22/18	MWA ARCHITECTS INC	201727.00-2	Engineering Services	46,150.64	0.00	46,150.64	<b>\$46,150.64</b>
xxx300955	3/22/18	MARINA WIDJAJA	CK REQ 18-176	DED Services/Training - Books	55.00	0.00	55.00	<b>\$55.00</b>
xxx300956	3/22/18	MCMaster CARR SUPPLY CO	58572754	Miscellaneous Equipment Parts & Supplies	163.73	0.00	163.73	<b>\$762.97</b>
			58572755	Miscellaneous Equipment Parts & Supplies	299.62	0.00	299.62	
			58591820	Miscellaneous Equipment Parts & Supplies	299.62	0.00	299.62	
xxx300957	3/22/18	MICHAEL BAKER INTERNATIONAL	1006405	Professional Services	42.50	0.00	42.50	<b>\$42.50</b>
xxx300958	3/22/18	NI GOVERNMENT SERVICES INC	8021209496	Miscellaneous Services	78.77	0.00	78.77	<b>\$78.77</b>
xxx300959	3/22/18	NATIONAL BUSINESS FURNITURE	QL201083	Furniture	2,918.57	0.00	2,918.57	<b>\$2,918.57</b>
xxx300960	3/22/18	NORTH STATE ENVIRONMENTAL	049725	HazMat Disposal - Hazardous Waste Disposal	1,100.00	0.00	1,100.00	<b>\$1,100.00</b>
xxx300961	3/22/18	OLDCASTLE STORMWATER SOLUTIONS	500020026	Construction Services	85.00	0.00	85.00	<b>\$85.00</b>
xxx300962	3/22/18	OPTONY INC	180311	Consultants	2,904.25	0.00	2,904.25	<b>\$3,648.75</b>
			180808	Consultants	744.50	0.00	744.50	
xxx300963	3/22/18	PACIFIC ECO-RISK	14108	Water Lab Services	2,985.00	0.00	2,985.00	<b>\$2,985.00</b>
xxx300964	3/22/18	PAPE MACHINERY	1057953	Auto Maint & Repair - Labor	520.51	0.00	520.51	<b>\$931.77</b>
			10752999	Parts, Vehicles & Motor Equip	342.04	0.00	342.04	
			10753742	Parts, Vehicles & Motor Equip	69.22	0.00	69.22	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300965	3/22/18	PINNACLE VEND SYSTEMS	2363	Equipment Rental/Lease	3,765.00	0.00	3,765.00	<b>\$3,765.00</b>
xxx300966	3/22/18	PRACTICAL PRODUCTIVITY SOLUTIONS	1142	City Training Program	1,400.00	0.00	1,400.00	<b>\$1,400.00</b>
xxx300967	3/22/18	QUESTICA INC	209109-5	Computer Software	39,590.00	0.00	39,590.00	<b>\$39,590.00</b>
xxx300968	3/22/18	RANKIN STOCK HEABERLIN	35049	Legal Services	948.47	0.00	948.47	<b>\$948.47</b>
xxx300969	3/22/18	REDWOOD ENGINEERING CONSTRUCTION	PLYGRNDEQRP #09	Construction Services	27,550.00	0.00	27,550.00	<b>\$27,550.00</b>
xxx300970	3/22/18	REED & GRAHAM INC	912252	Materials - Land Improve	1,886.28	0.00	1,886.28	<b>\$6,429.42</b>
			912339	Materials - Land Improve	1,051.26	0.00	1,051.26	
			912435	Materials - Land Improve	3,491.88	0.00	3,491.88	
xxx300971	3/22/18	SAFEWAY INC	432610-031218	Food Products	18.02	0.00	18.02	<b>\$46.37</b>
			434819-022618	Food Products	15.95	0.00	15.95	
			439966-030718	Food Products	32.94	0.00	32.94	
			439966REV	Food Products	-32.94	0.00	-32.94	
			802252-030118	General Supplies	12.40	0.00	12.40	
xxx300972	3/22/18	SAN MATEO COUNTY COMMUNITY COLLEGE	202862	Contracts/Service Agreements	17,478.07	0.00	17,478.07	<b>\$40,828.02</b>
			202881	Contracts/Service Agreements	23,349.95	0.00	23,349.95	
xxx300973	3/22/18	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H6395642001	Medical Services	745.00	0.00	745.00	<b>\$745.00</b>
xxx300974	3/22/18	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800024169	Contracts/Service Agreements	11,989.76	0.00	11,989.76	<b>\$11,989.76</b>
xxx300975	3/22/18	SETCOM CORP	33460	Communication Equipment	5,853.43	0.00	5,853.43	<b>\$5,853.43</b>
xxx300976	3/22/18	SILICON VALLEY POLYTECHNIC INSTITUTE	03012018-537	DED Services/Training - Training	2,850.00	0.00	2,850.00	<b>\$2,850.00</b>
xxx300977	3/22/18	STOP PROCESSING CENTER	17549	Financial Services	28.34	0.00	28.34	<b>\$28.34</b>
xxx300978	3/22/18	STUDIO EM GRAPHIC DESIGN	16980	Advertising Services	136.25	0.00	136.25	<b>\$136.25</b>
xxx300979	3/22/18	SUBURBAN PROPANE	2289525	Fuel, Oil & Lubricants	17.38	0.00	17.38	<b>\$54.82</b>
			2289629	Fuel, Oil & Lubricants	37.44	0.00	37.44	
xxx300980	3/22/18	SUNNYVALE FORD	118836	Inventory Purchase	430.77	0.00	430.77	<b>\$430.77</b>
xxx300981	3/22/18	SUPPLYWORKS	433015658	Inventory Purchase	1,841.01	16.89	1,824.12	<b>\$1,824.12</b>
xxx300982	3/22/18	SUZANNE LUFT	118	Rec Instructors/Officials	795.00	0.00	795.00	<b>\$1,020.00</b>
			119	Rec Instructors/Officials	225.00	0.00	225.00	
xxx300983	3/22/18	TJKM	0046966	Consultants	1,139.18	0.00	1,139.18	<b>\$1,139.18</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx300984	3/22/18	TALON ECOLOGICAL RESEARCH GROUP	SUNNVALE20181	Services Maintain Land Improv	2,145.00	0.00	2,145.00	<b>\$2,145.00</b>
xxx300985	3/22/18	TECHSMART ACADEMY	0017	Professional Services	2,500.00	0.00	2,500.00	<b>\$2,500.00</b>
xxx300986	3/22/18	THE CULTURAL PLANNING GROUP	PAYMENT#3	Professional Services	19,000.00	0.00	19,000.00	<b>\$19,000.00</b>
xxx300987	3/22/18	TIGER MARTIAL ARTS ACADEMY INC	TMA2018JF	Rec Instructors/Officials	2,187.50	0.00	2,187.50	<b>\$2,187.50</b>
xxx300988	3/22/18	TRICOR AMERICA INC	M649605	Contracts/Service Agreements	770.00	0.00	770.00	<b>\$770.00</b>
xxx300989	3/22/18	USA BLUEBOOK	516959	Water Meters	85.59	0.00	85.59	<b>\$448.78</b>
			517056	Water Meters	363.19	0.00	363.19	
xxx300990	3/22/18	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58083	DED Services/Training - Training	1,044.00	0.00	1,044.00	<b>\$1,044.00</b>
xxx300991	3/22/18	VMI INC	240486	Miscellaneous Equipment Parts & Supplies	220.00	0.00	220.00	<b>\$220.00</b>
xxx300992	3/22/18	VWR INTERNATIONAL LLC	8081550396	General Supplies	79.93	0.00	79.93	<b>\$428.70</b>
			8081552387	General Supplies	67.67	0.00	67.67	
			8081552468	General Supplies	235.78	0.00	235.78	
			8081563889	General Supplies	20.82	0.00	20.82	
			8081563890	General Supplies	24.50	0.00	24.50	
xxx300993	3/22/18	VELINDA VALDEZ	CK REQ 18-179	DED Services/Training - Books	59.60	0.00	59.60	<b>\$59.60</b>
xxx300994	3/22/18	VISION CORPS MEDIA GROUP, LLC	FEB2018	Contracts/Service Agreements	16,800.00	0.00	16,800.00	<b>\$16,800.00</b>
xxx300995	3/22/18	WEST VALLEY STAFFING GROUP	223704	Professional Services	1,052.64	0.00	1,052.64	<b>\$1,052.64</b>
xxx300996	3/22/18	WILSEY HAM	21974	Engineering Services	573.87	0.00	573.87	<b>\$573.87</b>
xxx300997	3/22/18	WINSUPPLY OF SILICON VALLEY	684745 01	Bldg Maint Matls & Supplies	-167.93	0.00	-167.93	<b>\$1,013.46</b>
			686180 00	Miscellaneous Equipment Parts & Supplies	348.39	0.00	348.39	
			686264 00	Miscellaneous Equipment Parts & Supplies	833.00	0.00	833.00	
xxx300998	3/22/18	YAMAHA MOTOR FINANCE CORP USA	631993	Equipment Rental/Lease	5,973.20	0.00	5,973.20	<b>\$5,973.20</b>
xxx300999	3/22/18	WAITER.COM INC	I0308824641	Food Products	91.54	0.00	91.54	<b>\$276.23</b>
			I0309827663	Food Products	25.63	0.00	25.63	
			I0313827747	Food Products	95.42	0.00	95.42	
			I0315839030	Food Products	63.64	0.00	63.64	
xxx301000	3/22/18	ALLAN HANCOCK JCCD	S0008002	Training and Conferences	387.00	0.00	387.00	<b>\$387.00</b>
xxx301001	3/22/18	CSULB FOUNDATION	1712	Training and Conferences	395.00	0.00	395.00	<b>\$395.00</b>
xxx301002	3/22/18	CITY OF PALO ALTO REVENUE COLLECTIONS	7600000130	Training and Conferences	469.80	0.00	469.80	<b>\$469.80</b>
xxx301003	3/22/18	DEPT OF FORESTRY & FIRE PROTECTION						<b>\$288.00</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			149843	Training and Conferences	288.00	0.00	288.00	
xxx301004	3/22/18	DEPT OF FORESTRY & FIRE PROTECTION	149249	Training and Conferences	1,288.00	0.00	1,288.00	<b>\$1,288.00</b>
xxx301005	3/22/18	GRAINGER	9688401703	Bldg Maint Matls & Supplies	159.47	0.00	159.47	<b>\$139.39</b>
			9691786215	Supplies, Safety	90.51	0.00	90.51	
			9691943626REV	Clothing, Uniforms & Access	-242.77	0.00	-242.77	
			9693960347	Bldg Maint Matls & Supplies	132.18	0.00	132.18	
xxx301006	3/22/18	OFFICE DEPOT INC	110631184001	Supplies, Office 1	270.30	0.00	270.30	<b>\$12,771.66</b>
			110632495001	Supplies, Office 1	270.30	0.00	270.30	
			110633083001	Supplies, Office 1	405.45	0.00	405.45	
			111168454001	Supplies, Office 1	94.22	0.00	94.22	
			111830266001	Supplies, Office 1	387.44	0.00	387.44	
			111830600001	Supplies, Office 1	92.21	0.00	92.21	
			112117443001	Supplies, Office 1	231.18	0.00	231.18	
			112117443002	Supplies, Office 1	70.84	0.00	70.84	
			112154248001	Supplies, Office 1	600.81	0.00	600.81	
			112326568001	Supplies, Office 1	35.85	0.00	35.85	
			112328194001	Supplies, Office 1	43.38	0.00	43.38	
			112328195001	Supplies, Office 1	10.89	0.00	10.89	
			112367760001	Supplies, Office 1	60.81	0.00	60.81	
			112383615001	Supplies, Office 1	19.39	0.00	19.39	
			112384009001	Supplies, Office 1	21.49	0.00	21.49	
			112384010001	Supplies, Office 1	23.54	0.00	23.54	
			112437897001	Supplies, Office 1	192.52	0.00	192.52	
			112447920001	Supplies, Office 1	51.48	0.00	51.48	
			112447921001	Supplies, Office 1	20.72	0.00	20.72	
			112542643001	Supplies, Office 1	140.38	0.00	140.38	
			112543183001	Supplies, Office 1	17.44	0.00	17.44	
			112671231001	Supplies, Office 1	193.08	0.00	193.08	
			112782870001	Supplies, Office 1	38.56	0.00	38.56	
			112893755001	Supplies, Office 1	379.31	0.00	379.31	
			113050901001	Supplies, Office 1	71.78	0.00	71.78	

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			113251995001	Supplies, Office 1	58.97	0.00	58.97	
			113273825001	Supplies, Office 1	63.78	0.00	63.78	
			113282229001	Supplies, Office 1	65.38	0.00	65.38	
			113311499001	Supplies, Office 1	69.42	0.00	69.42	
			113478601001	Supplies, Office 1	67.61	0.00	67.61	
			113606637001	Supplies, Office 1	47.28	0.00	47.28	
			113606637002	Supplies, Office 1	3.92	0.00	3.92	
			113687422001	Supplies, Office 1	25.85	0.00	25.85	
			113694702001	Supplies, Office 1	87.11	0.00	87.11	
			113710279001	Supplies, Office 1	382.43	0.00	382.43	
			113710786001	Supplies, Office 1	12.40	0.00	12.40	
			113715821001	Supplies, Office 1	106.02	0.00	106.02	
			113715959001	Supplies, Office 1	12.54	0.00	12.54	
			113742205001	Supplies, Office 1	98.56	0.00	98.56	
			113783928001	Supplies, Office 1	-97.41	0.00	-97.41	
			113815932001	Supplies, Office 1	71.92	0.00	71.92	
			113873994001	Supplies, Office 1	390.03	0.00	390.03	
			113874884001	Supplies, Office 1	12.40	0.00	12.40	
			113874885001	Supplies, Office 1	43.31	0.00	43.31	
			113884221002	Supplies, Office 1	72.58	0.00	72.58	
			113884818001	Supplies, Office 1	45.04	0.00	45.04	
			113885030001	Supplies, Office 1	12.09	0.00	12.09	
			113890644001	Supplies, Office 1	848.71	0.00	848.71	
			114021993001	Supplies, Office 1	21.14	0.00	21.14	
			114091199001	Supplies, Office 1	175.08	0.00	175.08	
			114128376001	Supplies, Office 1	124.53	0.00	124.53	
			114270847001	Supplies, Office 1	43.80	0.00	43.80	
			114382809001	Supplies, Office 1	1,041.48	0.00	1,041.48	
			114383126001	Supplies, Office 1	54.51	0.00	54.51	
			114558439001	Supplies, Office 1	41.85	0.00	41.85	
			114558661001	Supplies, Office 1	275.05	0.00	275.05	



**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			114558663001	Supplies, Office 1	260.01	0.00	260.01	
			114587936001	Supplies, Office 1	60.39	0.00	60.39	
			114615146001	Supplies, Office 1	377.69	0.00	377.69	
			114615202001	Supplies, Office 1	22.88	0.00	22.88	
			114636091001	Supplies, Office 1	69.42	0.00	69.42	
			114656984001	Supplies, Office 1	31.57	0.00	31.57	
			114657093001	Supplies, Office 1	8.49	0.00	8.49	
			114706457001	Supplies, Office 1	227.22	0.00	227.22	
			114706490001	Supplies, Office 1	35.31	0.00	35.31	
			114771087001	Supplies, Office 1	565.63	0.00	565.63	
			114771087003	Supplies, Office 1	38.37	0.00	38.37	
			114918108001	Supplies, Office 1	34.79	0.00	34.79	
			114919051001	Supplies, Office 1	9.69	0.00	9.69	
			114920424001	Supplies, Office 1	366.68	0.00	366.68	
			115304938001	Supplies, Office 1	46.67	0.00	46.67	
			115305165001	Supplies, Office 1	7.77	0.00	7.77	
			115383991001	Supplies, Office 1	11.98	0.00	11.98	
			115430224001	Supplies, Office 1	220.40	0.00	220.40	
			115437217001	Supplies, Office 1	15.15	0.00	15.15	
			115617831001	Supplies, Office 1	34.24	0.00	34.24	
			115618829001	Supplies, Office 1	20.90	0.00	20.90	
			115662950001	Supplies, Office 1	327.03	0.00	327.03	
			115681575001	Supplies, Office 1	1,135.42	0.00	1,135.42	
			115681576001	Supplies, Office 1	29.56	0.00	29.56	
			115828019001	Supplies, Office 1	235.22	0.00	235.22	
			115831043001	Supplies, Office 1	139.92	0.00	139.92	
			115858029001	Supplies, Office 1	357.23	0.00	357.23	
			115947111001	Supplies, Office 1	13.83	0.00	13.83	
			116061228001	Supplies, Office 1	11.77	0.00	11.77	
			116216909001	Supplies, Office 1	35.68	0.00	35.68	
xxx301013	3/22/18	PACIFIC GAS & ELECTRIC CO	05225890200218	Utilities - Gas	236.52	0.00	236.52	<b>\$6,651.43</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			05225892760218	Utilities - Electric	2,065.00	0.00	2,065.00	
			05225894560218	Utilities - Electric	1,073.50	0.00	1,073.50	
			06025923000218	Utilities - Electric	16.50	0.00	16.50	
			06037193330218	Utilities - Electric	0.07	0.00	0.07	
			06040860490218	Utilities - Electric	22.11	0.00	22.11	
			06072000410218	Utilities - Electric	16.72	0.00	16.72	
			06075132700218	Utilities - Electric	13.29	0.00	13.29	
			06075133000218	Utilities - Electric	10.69	0.00	10.69	
			06075135640218	Utilities - Electric	7.09	0.00	7.09	
			06075139670218	Utilities - Electric	0.50	0.00	0.50	
			06081240040218	Utilities - Electric	44.96	0.00	44.96	
			14823837850218	Utilities - Electric	38.18	0.00	38.18	
			18068041900218	Utilities - Electric	86.34	0.00	86.34	
			19867842520218	Utilities - Electric	32.36	0.00	32.36	
			38257235830218	Utilities - Electric	10.05	0.00	10.05	
			39509111000218	Utilities - Electric	38.13	0.00	38.13	
			43142590150218	Utilities - Gas	8.66	0.00	8.66	
			43142590250218	Utilities - Gas	109.15	0.00	109.15	
			43142590300218	Utilities - Gas	61.96	0.00	61.96	
			43142591280218	Utilities - Electric	387.57	0.00	387.57	
			43142597200218	Utilities - Electric	641.69	0.00	641.69	
			43142597640218	Utilities - Electric	1,112.05	0.00	1,112.05	
			43142599650218	Utilities - Electric	538.52	0.00	538.52	
			48131400740218	Utilities - Electric	9.97	0.00	9.97	
			63004478110218	Utilities - Electric	47.26	0.00	47.26	
			66172622090218	Utilities - Electric	22.59	0.00	22.59	
xxx301016	3/22/18	1235 CORTEZ DRIVE SUNNYVALE	BL026147 18-19	Business License Tax	504.96	0.00	504.96	<b>\$504.96</b>
xxx301017	3/22/18	BLANCA VILLA	379286	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx301018	3/22/18	CHRISTINA ORDAZ-AYALA	378888	Refund Recreation Fees	90.00	0.00	90.00	<b>\$90.00</b>
xxx301019	3/22/18	CHRISTINE VEITCH	379023	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx301020	3/22/18	EDWARD KELLEY	179327-8434	Refund Utility Account Credit	163.79	0.00	163.79	<b>\$163.79</b>

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 3/18/2018 through 3/24/2018**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx301021	3/22/18	HAESOO LEE	163421-21796	Refund Utility Account Credit	205.38	0.00	205.38	<b>\$205.38</b>
xxx301022	3/22/18	JOHN LYNCH	171759-74400	Refund Utility Account Credit	108.86	0.00	108.86	<b>\$108.86</b>
xxx301023	3/22/18	KASEY SANDERS	379288	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx301024	3/22/18	LBA RV COMPANY XVI LP	BL071119	Business License Tax	126.74	0.00	126.74	<b>\$126.74</b>
xxx301025	3/22/18	MANDANA NAZERADL	380368	Refund Recreation Fees	158.00	0.00	158.00	<b>\$158.00</b>
xxx301026	3/22/18	NATALIA MANGUM	379665	Refund Recreation Fees	14.00	0.00	14.00	<b>\$14.00</b>
xxx301027	3/22/18	NEWHALL PLUMBING INC	BL068137 18-19	Business License Tax	126.74	0.00	126.74	<b>\$126.74</b>
xxx301028	3/22/18	STARTING ARTS	373032	Refund Recreation Fees	500.00	0.00	500.00	<b>\$500.00</b>
xxx301029	3/22/18	VANCE BROWN INC	2014-9289	Deposits Payable - Miscellaneous	2,253.60	0.00	2,253.60	<b>\$2,253.60</b>
xxx002675	3/20/18	INTERNAL REVENUE SERVICE		Employer Taxes - Medicare - Total	3.54	0.00	3.54	<b>\$3.54</b>
xxx100726	3/20/18	SPECIALTY SOLID WASTE & RECYCLING INC	FEB2018	Franchise - Specialty Garbage	-163,825.70	0.00	-163,825.70	<b>\$1,435,203.50</b>
			FEB2018	Refuse Serv Fees - Specialty	-154,472.38	0.00	-154,472.38	
			FEB2018	Pymt to Franch Garb Collector	1,753,501.58	0.00	1,753,501.58	
xxx100727	3/20/18	WELLS FARGO BANK	03202018	Purchasing Card Statement	138,390.15	0.00	138,390.15	<b>\$138,390.15</b>
xxx906362	3/22/18	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	123,338.93	0.00	123,338.93	<b>\$123,338.93</b>

**Grand Total Payment Amount**

**\$3,037,585.75**



# City of Sunnyvale

## Agenda Item

---

18-0117

Agenda Date: 4/10/2018

---

### REPORT TO CITY COUNCIL

#### **SUBJECT**

Approve a Special Agreement between the City of Sunnyvale and the Sunnyvale Sister City Association for the use of City Facilities

#### **SUMMARY OF COMMISSION ACTION**

The Parks and Recreation Commission considered this item on March 14, 2018.

The Parks and Recreation Commission voted to recommend to City Council Alternative 1: Authorize the City Manager to execute a Special Agreement with the Sunnyvale Sister City Association for the use of City facilities.

The vote was 4-0, with Commissioner McCune absent.

#### **PUBLIC CONTACT**

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

#### **STAFF RECOMMENDATION**

Authorize the City Manager to execute a Special Agreement with Sunnyvale Sister City Association for the use of City facilities.

Prepared by: Alisha Rodrigues, Community Services Coordinator II

Reviewed by: Cynthia E. Bojorquez, Director of Library and Community Services

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

1. Report to Parks and Recreation Commission, 17-0544, March 14, 2018 (without attachments)
2. Special Agreement with SSCA

#### **Additional Attachments for Report to Council**

3. Excerpt of Draft Minutes of Parks and Recreation Commission Meeting of March 14, 2018



# City of Sunnyvale

## Agenda Item

17-0544

Agenda Date: 3/14/2018

### REPORT TO PARKS AND RECREATION COMMISSION

#### **SUBJECT**

Review and Consider Recommendation to City Council to Approve a Special Agreement between the City of Sunnyvale and the Sunnyvale Sister City Association

#### **BACKGROUND**

At its meeting of June 21, 2016, the City Council approved elevating the relationship with the City of Iizuka, Japan from an informal Friendly Exchange Relations (FER) Agreement to a formal Sister City relationship. The Council also authorized funding of up to \$10,000 to be used for increased engagement with the Sunnyvale community, Sunnyvale Sister City Association (SSCA) and the City of Iizuka.

SSCA, a local non-profit organization focused on expanding the sister city relationship between Sunnyvale and Iizuka and increasing community engagement in Sunnyvale, has been a key community partner since the beginning of the relationship between the two cities in 2013. In providing these services, SSCA has utilized City facilities to host many of their community meetings, programs and events. Over the past year, SSCA has incurred approximately \$2,000 in expenses. These fees, together with other program expenses, has resulted in the use of the entire budget.

In order to continue support of SSCA activities in City facilities, staff is requesting authorization to enter into a Special Use Agreement with SSCA pursuant to Council Policy 7.2.4 Relationship with Outside Groups. This Agreement would allow use of City facilities in exchange for a corresponding level of in-kind volunteer service hours. This Agreement is intended to support use of City facilities only and is not intended to supplant any financial support the Council may wish to consider providing to the Sister Cities program through the normal budget process.

The purpose of this report is to seek the Commission's recommendation to Council on whether to enter into a Special Agreement with SSCA.

The City Council is scheduled to consider this item on April 10, 2018.

#### **EXISTING POLICY**

Council Policy 7.2.4 - Relationships with Outside Groups (Attachment 1)

#### **ENVIRONMENTAL REVIEW**

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

**DISCUSSION**

Since its inception in 2013, SSCA has organized various programs and activities for the Sunnyvale community to promote, strengthen and expand the relationship between the two cities including:

- Two student exchange programs for middle and high school students: 1) Sunnyvale to Iizuka (S2I) in which Sunnyvale students stay with host families in Iizuka, and 2) Iizuka to Sunnyvale (I2S) in which the S2I students (as well as other Sunnyvale families) host visiting Iizuka students;
- An Adult Exchange Program which allows adults from both Iizuka and Sunnyvale to swap short homestays;
- Cherry blossom tree planting ceremonies and picnics in Sunnyvale schools and parks;
- Innovative robotics classes for middle school students taught by university students from Iizuka; and
- Participation in the City of Sunnyvale's annual State of the City event in 2016 and 2017 by organizing and staffing an information booth and interactive activity.

In doing its work, SSCA has utilized rooms at the Sunnyvale Community Center, park buildings and picnic sites to host community meetings, programs and events. Of the original \$10,000 in funding authorized by City Council, approximately \$2,000 has been used to fund SSCA's City facility rental fees. The following chart summarizes the facilities used and the rental value of each:

<b>Date</b>	<b>Purpose</b>	<b>City Facility Used</b>	<b>Total</b>
8/10/2016	Iizuka to Sunnyvale Student Exchange Program (I2S) Host Families Meet & Greet	Community Center: Community Room	\$180
8/19/2016	I2S Welcome Ceremony	Community Center: Ballroom	\$550
8/24/2016	I2S Farewell BBQ Party	Braly Park: Park Building and Picnic Areas 1-3	\$227
8/29/2016	I2S Host Family Debrief	Community Center: Boardroom	\$210
2/6/2017	Sunnyvale to Iizuka Student Exchange Program (S2I) Information Session	Community Center: Community Room	\$120
3/26/2017	S2I Japanese Language and Culture Class	Raynor Park: Park Building	\$60
4/2/2017	S2I Japanese Language and Culture Class	Community Center: Neighborhood Room	\$240
6/1/2017	S2I Final Meeting Before Trip	Community Center: Ballroom	\$263
7/6/2017	S2I Student and Parent Feedback Meeting	Community Center: Neighborhood Room	\$120
9/18/2017	Parent & Student Info Meeting for 2018 Exchange Programs	Murphy Park: Park Building	\$30
		<b>Total</b>	<b>\$2,000</b>

SSCA has continued to request City facilities and assistance in covering the rental fees. However, the \$10,000 funding authorized in June 2016 has been expended, (see Attachment 2 for the spending breakdown).

Per Council Policy 7.2.4 Relationship with Outside Groups, outside groups who provide a community service or promote an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses are eligible to receive support from the City. For outside groups seeking to receive higher levels of support than that identified in the policy, such as a waiver of standard facility rental fees, a Special Agreement reviewed by the appropriate board or commission and approved by the City Council is required.

In consideration of the value of community benefit provided by SSCA and the Sister City program, staff is requesting authorization to enter into a Special Agreement with SSCA to provide the organization with City facility use in exchange for in-kind volunteer service hours equal to the estimated annual value of facility use requested by SSCA. In this way, the organization will benefit from continued use of City facilities and the City will benefit from both the on-going programs offered by SSCA as well as by their continued presence in City-sponsored activities.

#### **Contribution of In-Kind Volunteer Service Hours**

The City utilizes community volunteers in a variety of ways and recognizes their importance in the execution and success of special events. In exchange for the proposed waiver of facility use fees, the proposed Special Use Agreement requires SSCA staff to volunteer at least 39 hours each year at City sponsored events, including but not limited to:

- Hosting an information booth and interactive activity at the annual State of the City,
- Coordinating and managing a Japanese themed art-related workshop booth at the Hands on the Arts children's festival,
- Volunteering at Columbia Neighborhood Center's Family Fun Day or Fit and Fun Fair, or
- Hosting workshops at the Sunnyvale Public Library.

SSCA will be required to submit a plan to the City each year outlining how they will achieve the total number of hours required. The dollar value of the required volunteer hours is equivalent to the maximum value of facility rental being provided to SSCA each year. Per the Independent Sector, a national organization, California's estimated value of volunteer time is \$28.46/hour.

In exchange, the City will provide the following:

- Use of the Community Center Ballroom for up to four hours (includes set-up and clean-up time) during peak hours one time per fiscal year for SSCA organized meetings, programs or events at no charge to SSCA, based on availability;
- Use of the Community Center Ballroom for up to four hours (includes set-up and clean-up time) during off-peak hours one time per fiscal year for SSCA organized meetings, programs or events at no charge to SSCA, based on availability;

If SSCA utilizes the facility use options listed above, the maximum value of the facility rental will be \$1,100 per year. Please note that peak hours are from Friday at 6 p.m. through midnight on Sunday and off-peak hours are any time Monday through Thursday and Friday until 6 p.m.

Staff recommends an agreement with a three-year term, unless otherwise terminated in accordance

with the terms of the Special Agreement. It is also recommended that the City Manager be authorized to execute an extension of this Agreement for two additional two-year terms; provided SSCA has performed its responsibilities under the Agreement to the City's reasonable satisfaction. The proposed Special Agreement (Attachment 3) identifies the conditions in which SSCA would receive City facility use.

If approved, the Special Agreement would allow the City to continue to support the local efforts being coordinated by SSCA and reaffirm the City's continued commitment in expanding the Sister City relationship with the City of Izuka.

### **FISCAL IMPACT**

The value of facility rental being provided to SSCA through the Special Agreement will be no more than \$1,100 per year. This Special Agreement is not intended to be a substitute to any financial support the City Council may choose to authorize in support of the growing sister city relationship.

### **PUBLIC CONTACT**

Public contact was made by posting of the Parks and Recreation Commission agenda on the City's official-notice bulletin board, on the City's website, and the availability of the agenda and report in the Office of the City Clerk.

### **ALTERNATIVES**

1. Recommend that City Council approve and authorize the City Manager to execute the Special Agreement with Sunnyvale Sister City Association.
2. Other recommendations as determined by the Parks and Recreation Commission.

### **STAFF RECOMMENDATION**

Alternative 1: Recommend that City Council approve and authorize the City Manager to execute the Special Agreement with Sunnyvale Sister City Association.

Prepared by: Alisha Rodrigues, Community Services Coordinator II

Reviewed by: Daniel Wax, Superintendent of Community Services

Reviewed by: Cynthia E. Bojorquez, Director, Library and Community Services

Approved by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Council Policy 7.2.4 - Relationships with Outside Groups
2. Sister City Seed Funding Expenditures
3. Special Agreement with SSCA



## **AGREEMENT BETWEEN CITY OF SUNNYVALE AND THE SUNNYVALE SISTER CITY ASSOCIATION**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE (“CITY”), a municipal corporation, and the Sunnyvale Sister City Association (“SSCA”), a 501(c)(3) nonprofit organization.

WHEREAS, the CITY desires to support independent organizations providing services beneficial to the Community; and,

WHEREAS, SSCA was established to assist in enhancing the Sunnyvale community’s relationship with international cities, and wishes to provide nonprofit services associated with sister city goals and interests to benefit the CITY; and

WHEREAS, SSCA’s goals and services are not otherwise offered or duplicated by the City of Sunnyvale; and,

WHEREAS, SSCA desires to use, and City is willing to provide certain Sunnyvale Department of Library and Community Services facilities at no cost for purposes related to facilitation of sister city interests and activities;

NOW THEREFORE, in accordance with the CITY’s Policy 7.2.4 - Relationships with Outside GROUPs, the CITY and SSCA (“PARTIES”) enter into this agreement.

### **1. Obligations of CITY**

CITY shall:

- a) Provide SSCA use of the Community Center Ballroom for up to four hours (includes set-up and clean-up time) during peak hours one time per fiscal year for SSCA organized meetings, programs or events at no charge to SSCA, based on availability;
- b) Provide SSCA use of the Community Center Ballroom for up to four hours (includes set-up and clean-up time) during off-peak hours one time per fiscal year for SSCA organized meetings, programs or events at no charge to SSCA, based on availability;

Peak hours are from Friday at 6 p.m. through midnight on Sunday and off-peak hours are any time Monday through Thursday and Friday until 6 p.m.

### **2. Obligations of SSCA**

- a) SSCA volunteers must volunteer at least 39 hours each year at City sponsored events, including but not limited to:
  - a. Hosting an information booth and interactive activity at the annual State of the City,
  - b. Coordinating and managing a Japanese themed art-related workshop booth at the
  - c. Hands on the Arts children’s festival,
  - d. Volunteering at Columbia Neighborhood Center’s Family Fun Day or Fit and Fun Fair, or
  - e. Hosting workshops at the Sunnyvale Public Library.
- b) SSCA will be required to submit a plan to the City each year outlining how they will achieve the total number of hours required. The dollar value of the required volunteer

hours is equivalent to the maximum value of facility rental being provided to SSCA each year. Any member of SSCA staff volunteering at a city-sponsored event must comply with the City's fingerprinting and background check requirements for volunteers, and SSCA may not assign anyone who has not completed that process to volunteer at a city event.

### **3. Conflicts 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, SSCA shall not accept employment or an obligation which is inconsistent or incompatible with SSCA's obligations under this Agreement.

### **4. Compliance with Laws**

- a) SSCA shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin, sexual orientation, or any other basis to the extent prohibited by federal, state or local law.
- b) During the term of this Agreement SSCA shall comply with all applicable federal, state and local laws and regulations relating to the provision of the Services. SSCA shall also comply with all City policies, including but not limited to the Library and Community Services Division Contractor Handbook, unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to SSCA. SSCA shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA) including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation. SSCA hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with any law, regulation, or applicable policy and shall indemnify City under the provisions of section 9 (Indemnification) of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of SSCA's failure to comply with such laws, regulations or policies.

### **5. Independent Contractor**

This Agreement is by and between two independent entities that have an independent contractual relationship. SSCA shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. City does not retain the right to control the means or the method by which SSCA performs work under this Agreement. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the City and SSCA and any of their employees, agents, affiliates or other representatives, or between the City and any individual assigned by SSCA to perform any services for the City. SSCA or any agent or employee of SSCA is liable for the acts and omissions of itself, its employees and its agents. SSCA's shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to SSCA's performing services and work, or any agent or employee of SSCA providing same. SSCA shall be solely responsible for SSCA organized meetings, programs or events, which shall not be considered city-sponsored.

## **6. Indemnity**

Except as to the sole negligence or willful misconduct of the indemnified party, SSCA shall defend, indemnify and hold the CITY and its officers, employees, agents, and volunteers harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees which arises out of or is in any way connected with the performance of services under this Agreement by SSCA or any of SSCA's employees, agents, subcontractors, or volunteers, and from all claims by SSCA's employee's, subcontractors, agents, or volunteers for compensation for services rendered to SSCA in the performance of this Agreement, notwithstanding that the CITY may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of SSCA or of SSCA's employees, subcontractors, agents, or volunteers.

## **7. Insurance**

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

The City of Sunnyvale is now using the online insurance program PINS Advantage. SSCA will receive an email from the City's online insurance program requesting SSCA to forward the email to your insurance provider(s).

## **8. CITY Representative**

The Superintendent of Community Services or such other person as may be designated by the Director of Library and Community Services of CITY shall represent CITY as the City Manager's authorized representative 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.

## **9. SSCA Representative**

SSCA President shall represent SSCA in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of SSCA pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the SSCA representative.

## **10. Notices**

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Cynthia E. Bojorquez, Director of Library and Community Services  
CITY OF SUNNYVALE  
P.O. Box 3707  
Sunnyvale, CA 94088-3707  
408-730-7314

To SSCA: Mark Kato, President  
Sunnyvale Sister City Association  
440 North Wolfe Road  
Sunnyvale CA 94085  
408-505-7349

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone, email or fax transmission, to accomplish timely communication. However, to constitute effective notice, the expedient means of communication (eg. telephone, email, fax) must be followed by written confirmation of those communications. Written confirmation must be sent by first class mail, commercial carrier or hand delivered. 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 days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

#### **11. Assignment**

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

#### **12. Duration of Agreement**

This Agreement shall continue from the date of execution for a period of three (3) years, unless otherwise terminated in accordance with section 13 below. The City Manager has the option and is authorized to execute extensions of this agreement for two (2) two-year terms, provided SSCA has performed its responsibilities under this Agreement to CITY's reasonable satisfaction.

#### **13. Termination**

- a) If SSCA defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving ten (10) days written notice to SSCA.
- b) Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice to the other party.

#### **14. 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.

#### **15. Miscellaneous**

- a) Time shall be of the essence in this Agreement.
- b) 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.
- c) This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue shall be Santa Clara County, California.
- d) Audit and Inspection of Records. SSCA agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. SSCA will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. SSCA shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

APPROVED AS TO FORM:

CITY OF SUNNYVALE

\_\_\_\_\_  
City Attorney                      Date

\_\_\_\_\_  
Kent Steffens                      Date  
City Manager

CITY OF SUNNYVALE

SUNNYVALE SISTER CITY ASSOCIATION

\_\_\_\_\_  
Cynthia E. Bojorquez      Date  
Director, Library and Community Services

\_\_\_\_\_  
Mark Kato                      Date  
President, Sunnyvale Sister City Association

# EXHIBIT A

## INSURANCE REQUIREMENTS FOR SSCA

### (3/2/2017)

SSCA 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 SSCA, its agents, representatives, or employees.

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

1. **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 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ If working directly with children, SSCA's Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. SSCA 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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the SSCA; products and completed operations of the SSCA; premises owned, occupied or used by the SSCA; or automobiles owned, leased, hired or borrowed by the SSCA. 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 SSCA'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 SSCA'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 SSCA'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.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the SSCA's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### Verification of Coverage

SSCA 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.

#### Subcontractors

SSCA shall require all subcontractors to procure and maintain insurance policies subject to the requirements of this Exhibit. Failure of SSCA to verify existence of sub-contractor's insurance shall not relieve SSCA from any claim arising from sub-contractors work on behalf of SSCA.

**No:** 0

**Absent:** 1 - Commissioner McCune

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**      [17-0544](#)      Review and Consider Recommendation to City Council to  
Approve a Special Agreement between the City of Sunnyvale  
and the Sunnyvale Sister City Association

Community Services Coordinator, Alisha Rodrigues, presented the staff report on the proposed special agreement with the City of Sunnyvale and Sunnyvale Sister City Association (SSCA). SSCA, a local non-profit organization focused on expanding the sister city relationship between Sunnyvale and Iizuka and increasing community engagement in Sunnyvale. SSCA has been a key community partner since the beginning of the relationship between the two cities in 2013. Staff answered Commissioners' questions regarding the City of Sunnyvale's current relationship with Sister City, Iizuka, Japan and the operating budget.

Chair Kenton opened for public hearing, and there being no public comments, closed the public hearing.

Commissioner Pasqua moved and Vice Chair Alexander III seconded to recommend to Council Alternative 1: to approve and authorize the City Manager to execute the Special Agreement with Sunnyvale Sister City Association.

The motion carried by the following vote:

**Yes:** 4 - Chair Kenton  
Vice Chair Alexander III  
Commissioner Gabashvili  
Commissioner Pasqua

**No:** 0

**Absent:** 1 - Commissioner McCune



# City of Sunnyvale

## Agenda Item

---

18-0221

Agenda Date: 4/10/2018

---

### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Resolution Authorizing the Finance Director to Renew a Business License Tax Data Exchange Agreement with the California Franchise Tax Board

#### **BACKGROUND**

Chapter 5.04 of the Sunnyvale Municipal Code is known as the Business License Tax Ordinance of the City of Sunnyvale. Section 5.04.100 states: "No person shall transact, engage in, or carry on any business within the City without first having procured a license from the City to do so and having paid the tax".

Department of Finance staff regularly conduct audits to locate businesses that are operating in Sunnyvale without a license in violation of Chapter 5.04 of the Municipal Code. This data exchange program began as a result of the enactment of Senate Bill 1146 on September 26, 2008. This act authorizes a city to enter into a reciprocal agreement with the California Franchise Tax Board (FTB) to exchange tax data. The data exchange enables both parties to identify any non-compliant businesses.

In 2009, the Council approved the initial agreement with the California Franchise Tax Board (FTB) to exchange data related to Business Licensing (RTC No. 09-232). The data exchange program has been renewed twice (RTC No. 12-053, RTC No. 15-0490). The current agreement expires on May 31, 2018. The City needs to enter a new agreement to continue the data exchange program through December 31, 2020.

#### **EXISTING POLICY**

Council Policy 7.1B.3.2 states: An aggressive collection system for all accounts receivable will be utilized to assure that monies due to the City are received in a timely fashion.

#### **ENVIRONMENTAL REVIEW**

This action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15378(b)(5) (government organizational and administrative activities that will not result in a direct or indirect physical change to the environment).

#### **DISCUSSION**

The City of Sunnyvale has conducted regular audits of business license data to ensure applicable taxes from businesses operating within city limits are received. Past audits included a comparison to property tax, sales tax, and phone book information to ensure the City receives the revenue it is legally entitled to collect. Staff also conducts field audits periodically to ensure all storefronts and offices have a business license.



The City's business license software is able to facilitate some of these audit functions through exception reports to identify business records that do not match business license information on file. As a result of the enactment of SB 1146, the software vendor created an exception report for FTB data as well. The software has been set up with the ability to import FTB data and export data files to send to the FTB with minimal staff involvement. Once the FTB data has been imported into the system, exception reports can be run on demand to compare FTB data to the City's business license data. These exception reports have enabled the City to bring in additional revenue from businesses operating in Sunnyvale that have not paid the Business License Tax.

Under the terms of the Agreement with the FTB, Sunnyvale will be required to send data to the FTB annually each June. The data required includes ownership name, address information, Employer ID number, and business start date. The FTB will send the City similar information from their database each year in December. The FTB will send information on taxpayers who file business related income tax returns. Under the terms of the Agreement, this data exchange will continue through December 2020. Neither the FTB nor the City of Sunnyvale would be reimbursed for the cost of providing data and neither party will be charged for receiving data from the other agency. Should the City wish to discontinue participating in the data exchange program, the Agreement may be terminated with thirty days written notice to the FTB.

#### **FISCAL IMPACT**

The City will receive additional Business License Tax revenue as a result of renewing this Agreement. Since the City started participating in the data exchange program, over 1,800 businesses have been discovered using the FTB data, generating over \$500,000 additional tax revenue. Businesses discovered through audits continue to generate tax revenue on an ongoing basis, providing additional revenue as long as the business continues to operate in Sunnyvale.

#### **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**

Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15378(b)(5) and adopt a Resolution authorizing the Finance Director to execute a reciprocal agreement with the California Franchise Tax Board for the exchange of business license tax data through December 31, 2020.

Prepared by: Stephen Napier, Administrative Services Manager

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

1. State of California Franchise Tax Board Standard Agreement
2. Proposed Resolution Authorizing Agreement with the Franchise Tax Board

AGREEMENT NUMBER <b>C1700212</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Franchise Tax Board**

CONTRACTOR'S NAME

**City of Sunnyvale**

2. The term of this Agreement is: **June 1, 2018 or date of approval, whichever is later, through December 31, 2020**
3. The maximum amount of this Agreement is: **\$ 0.00**  
**NON-FINANCIAL AGREEMENT**
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit C* – General Terms and Conditions	GTC417
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – City/County Record Layout Specifications	2 pages
Exhibit F – FTB Record Layout Specifications	1 page
Exhibit G – Confidentiality Statement	1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>City of Sunnyvale</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <b>650 W. Olive Avenue, Sunnyvale, CA 94086</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>Franchise Tax Board</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michael A. Banuelos, Procurement and Contracting Officer or Designee</b>		
ADDRESS <b>P.O. Box 2086, Rancho Cordova, CA 95741-2086</b>		

☒ Exempt per: **SCM 1 - 4.04.A.2.**

EXHIBIT A  
SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein after referred to as (FTB), and the City of Sunnyvale, herein after referred to as the City.

**Purpose:**

This Agreement provides for the reciprocal exchange between FTB and the City tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

**Legal Authority:**

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a City/County and FTB. R&TC Section 19551.5 mandates cities/counties to provide city/county business licensing and tax information to FTB upon request.

**City Responsibilities:**

1. The City agrees that the information provided by FTB will be used exclusively to administer the City/County Business Tax Program.
2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by City employees whose duties are to administer the City/County Business Tax Program.
3. The City agrees to provide FTB with tax information pursuant to Format Specifications, Exhibit E, which shall include, but not be limited to, the following:
  - Business or owner's name
  - Business or residence address
  - Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
  - Ownership type
  - North American Industry Classification Code or Standard Industry Classification Code
  - Business start and cessation dates
  - City Business Tax Number, to be assigned to the City by FTB
4. The City agrees to extract and provide city data to FTB annually in June for each tax year that the Agreement is in place: June 2018, 2019, and 2020. If the Agreement is executed after June 30, 2018, the City will have 30 days after execution to provide FTB with the first year's data.

EXHIBIT A  
SCOPE OF WORK

5. The City agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
6. The City agrees to submit the records to FTB in ASCII fixed-length format, .txt, per the Format Specifications, Exhibit E.
7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City will forfeit its rights to FTB data for that year.
8. The City agrees that each City employee having access to FTB data shall sign a City/County Business Tax Program Confidentiality Statement, Exhibit G, and FTB 712. The signed statement is to be retained by the City and produced to FTB upon request.
9. The City agrees to submit to FTB a completed Safeguard Review Questionnaire prior to receiving any FTB data. The Safeguard Review Questionnaire is valid for the duration of the Agreement.
10. The City agrees to provide a copy of the resolution, order, minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of the Agreement.

**FTB Responsibilities:**

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City with records for taxpayers within the City's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F, FTB 909A shall include:
  - Taxpayer name
  - Taxpayer address
  - Taxpayer SSN or FEIN
  - Principal Business Activity code
4. FTB agrees to match the data provided by the City using the SSN or FEIN against FTB's data with a "Yes" or "No" indicator on the Record Layout, Exhibit F, FTB 909A. The first year's data match is at the discretion of FTB based on when the data is received from the City and processed.

EXHIBIT A  
SCOPE OF WORK

5. FTB agrees to provide the City with an annual data extract in December 2018 for tax year 2017, in December 2019 for tax year 2018, and in December 2020 for tax year 2019 via SWIFT.
6. FTB agrees to register the City for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City with a unique City Business Tax Number to be used for reporting purposes only.
8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

**Project Coordinators:**

The project coordinators during the term of this Agreement will be:

**Franchise Tax Board**

Felicia Hicks  
City/County Business Tax Program Manager  
Data Resources and Services Unit  
P.O. Box 1468, Mailstop A181  
Sacramento, CA 95812-1468  
Phone: (916) 845-6304  
Email: [FTB CCBT@ftb.ca.gov](mailto:FTB CCBT@ftb.ca.gov)

**City of Sunnyvale**

Stephen Napier  
Administrative Services Manager  
650 W. Olive Avenue  
Sunnyvale, CA 94086  
Phone: (408)730-7385  
Email: [Snapier@sunnyvale.ca.gov](mailto:Snapier@sunnyvale.ca.gov)

Return executed agreement to:

**Franchise Tax Board**

Zeri Safi  
Business Acquisitions Unit  
P.O. Box 2086, Mailstop A-374  
Rancho Cordova, CA 95741-2086  
Phone: (916) 845-3552  
Fax: (916) 843-2398

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

1. DATA OWNERSHIP: The confidential tax information or sensitive information being provided under this Agreement remains the exclusive property of the FTB. Confidential tax and sensitive data/information are not open to the public and require special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. The City (or County) shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit A of this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
2. STATEMENT OF CONFIDENTIALITY: The FTB has tax returns and other confidential data in its custody. Unauthorized inspection or disclosure of federal returns and other confidential data is a misdemeanor or a felony (R&TC Sections 19542, 19542.1, 19542.3 and 19552 and Government Code Section 90005).

Upon the approval of this agreement and prior to any access to the confidential or sensitive data of the FTB. Each City (or County) employee who may have access to the confidential data of FTB will be required to sign a City/County Business Tax Program Confidentiality Statement, Exhibit G, FTB 712, attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof under applicable state and federal law. The signed statement(s) shall be retained by the City (or County) and furnished to FTB upon request

3. USE OF INFORMATION: The City (or County) agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. The City (or County) further agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in this section.
4. EMPLOYEE ACCESS TO INFORMATION: Both FTB and the City (or County) receiving data agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party receiving data recognize(s) their responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as authorized by law and this Agreement.
5. PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING: Both agencies, receiving data, in recognizing the confidentiality of the information to be exchanged, pursuant to this agreement from unauthorized disclosure. Both agencies receiving data will conduct oversight of its users with access to the confidential information provided under this agreement and will immediately notify the FTB's Information Security Audit Unit ([SecurityAuditMail@ftb.ca.gov](mailto:SecurityAuditMail@ftb.ca.gov)) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, immediately is defined as within 24 hours of the discovery of the breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The City (or County) with an incident will comply with the incident reporting requirements in accordance with R&TC Section 19542.1, Civil Code Section 1798.29, SAM Chapter 5300, and SAM Section 20080 to facilitate or fulfill the required reporting to the taxpayers or state oversight agencies.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

6. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this agreement. The City (or County) receiving data will store information so that it is physically secure from unauthorized access. The records received by the City (or County) will be securely maintained and accessible only by employees of the City (or County) business license or tax programs who are committed to protect the data from unauthorized access, use, or disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the State Administrative Manual, Chapters 5100 (EDP Standards) and 5300 (Information Security); National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. CLOUD COMPUTING ENVIRONMENT: A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior written approval from FTB's Chief Security Officer.
8. DESTRUCTION OF RECORDS: All records received by the City (or County) y from FTB, and any database(s) created, copies made, or files attributed to the records received, will be returned or destroyed within three years of receipt or upon termination of the agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City (or County) will notify FTB City/County Business Tax program manager annually in writing at [FTB\\_CCBT@FTB.CA.GOV](mailto:FTB_CCBT@FTB.CA.GOV) that proper destruction methods have been applied. FTB will destroy city/county data in accordance with the department's data retention policies.
9. DISPUTE RESOLUTION: In the event of a dispute, the City (or County) shall file a "Notice of Dispute" with the Chief Financial Officer of the FTB within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer or his/her designee shall meet with the City (or County) for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. SAFEGUARD REVIEW QUESTIONNAIRE AND REVIEW: Prior to sending data to the City (or County), FTB requires the City (or County) to submit a Safeguard Review Questionnaire certifying the protection and confidentiality of FTB data. The City (or County) will be provided a minimum of seven (7) days' notice prior to an on-site safeguard review being conducted by FTB. FTB retains the right to conduct on-site safeguard reviews of the City (or County) use of FTB information and security controls established. The safeguard reviews may include, but are not limited to an examination of the adequacy of information security controls, "need to know," and use justifications established by the City (or County) to ensure compliance with the terms and conditions of this agreement. The City (or County) will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
11. LIMITED WARRANTY: Neither party represents or warrants the accuracy or content of the material available through this Agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

12. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty (30) days' prior written notice. This Agreement may be terminated immediately by either party in the event of any breach of the terms of this Agreement.
13. NO THIRD PARTY LIABILITY: Nothing contained in or related to this agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City (or County); and no other party shall relieve the City (or County) or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.



EXHIBIT E  
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with zeros.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with zeros.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business.

EXHIBIT E  
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

<b>Data Element Name</b>	<b>Start Pos.</b>	<b>End Pos.</b>	<b>Field Size</b>	<b>Usage</b>	<b>Description</b>
CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

EXHIBIT F  
**FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)**

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal Business Activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

EXHIBIT G  
**CONFIDENTIALITY STATEMENT (FTB 712)**

State of California

Franchise Tax Board

**City/County Business Tax Program Confidentiality Statement**

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action.**
- **Taxpayer civil action.**

***I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.***

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.

FTB 712 (REV 06-2016)

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AUTHORIZING A RECIPROCAL  
AGREEMENT WITH THE CALIFORNIA FRANCHISE  
TAX BOARD FOR THE EXCHANGE OF BUSINESS  
LICENSE TAX DATA**

WHEREAS, Chapter 5.04 of the Sunnyvale Municipal Code is known as the Business License Tax Ordinance of the City of Sunnyvale ("City"), and Section 5.04.100 states: "No person shall transact, engage in, or carry on any business within the city without first having procured a license from the city to do so and having paid the tax"; and

WHEREAS, the Business License Tax software currently used by City staff includes a number of exception reports to alert City staff of businesses operating in the City without a current tax certificate; and

WHEREAS, this data exchange program began as a result of the enactment of Senate Bill 1146 on September 26, 2008, which authorized a city to enter into a reciprocal agreement with the California Franchise Tax Board ("FTB") to exchange tax data to enable both parties to identify any non-compliant businesses; and

WHEREAS, in September 2009, the Council approved an agreement with the FTB to exchange data related to Business Licensing, and has since renewed it twice in 2012 and 2015, and the current agreement with the FTB, will expire in May 2018; and

WHEREAS, the City desires to enter into the agreement with a term from June 1, 2018, or date of adoption of this resolution to December 31, 2020.

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

1. The City approves entering into a reciprocal agreement with the California Franchise Tax Board for the exchange of business license tax data;
2. The City of Sunnyvale appoints and authorizes the Finance Director and his/her designee(s), and each of them, as agent(s) of the City of Sunnyvale to conduct all negotiations, execute and submit documents including, but not limited to, the standard agreement, applications, amendments, memoranda of understanding, payment requests and so on, which may be necessary for participation in and completion of the aforementioned Project, including any extensions or amendments thereof, subject to prior approval as to form by the City Attorney's Office;

3. A signed copy of this resolution is transmitted to The California Franchise Tax Board in conjunction with the filing of the application.

Adopted by the City Council at a regular meeting held on \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# City of Sunnyvale

## Agenda Item

---

18-0088

Agenda Date: 4/10/2018

---

### REPORT TO COUNCIL

#### SUBJECT

Award of a three-year Contract for Routine Hazardous Waste and Emergency Cleanup Service (F18-166)

#### REPORT IN BRIEF

Approval is requested to award a three-year contract to Clean Harbors of Norwell, MA, in an amount not-to-exceed \$240,000 for the routine disposal of hazardous waste and emergency cleanup services. Approval is also requested to authorize the City Manager to renew the contract for two one-year periods depending on if services and pricing remain acceptable to the City, subject to the availability of funds.

#### EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, City Council approval is required for the procurement of goods and/or services exceeding \$100,000, in any one transaction.

#### 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 City generates materials classified as hazardous waste during routine operations. One of the most common operations that generate hazardous waste is the Corporation Yard truck wash system where debris, consisting of oil, water, and sludge (dirt and vegetation), are accumulated in oil/water separator sumps which must be pumped out monthly. Additionally, hazardous waste is collected from the departments of Public Works, Public Safety, Environmental Services and at the Water Pollution Control Plant operations that requires proper disposal. The Sunnyvale Hazardous Materials Storage Ordinance (HMSO) requires monitoring of hazardous materials (including hazardous waste) storage areas as a condition of the Corporation Yard's permit to store hazardous materials. Finally, the Corporation Yard Hazardous Materials Management Program and Contingency Plan have been implemented to comply with all state and federal planning requirements.

Bid specifications were prepared by Department of Public Works and Purchasing staff. An Invitation for Bids (IFB) No. F18-166 was advertised for potential vendors on November 20, 2017 through the City's DemandStar public procurement network and directly emailed to the current vendor. Eight (8) vendors requested the bid documents and three (3) sealed bids were received and publicly opened on December 15, 2017. The bid summary is contained in Attachment 1. Purchasing staff recommends awarding all bid line items except for the items on Bid Form Part 5 due to the container

unit size being unclear on the bid form. Considering the uncertainty of the type of services required during the removal and disposal of hazardous materials, staff recommends adding flexibility to utilize vendor's full capacity by including "miscellaneous services" into the contract. Staff, therefore, recommends issuing a Purchase Order to Clean Harbors, the lowest unit price bidder that is responsive and responsible. Clean Harbors operates and dispatches from a facility in San Jose.

**FISCAL IMPACT**

The majority of expenditures under this contract are for routine hazardous waste disposal and are associated with regular operations at the Corporation Yard.

Although, the City's need for emergency services is impossible to predict, staff requests an additional \$40,000 in authorized expenditures to cover emergency services, as required, for a total contract amount not to exceed \$240,000.

**Funding Source**

Budgeted funds are available in various operating programs in the Department of Public Works.

**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 three-year contract in substantially the same form as Attachment 2 to the report in the amount not to exceed \$240,000 to Clean Harbors of Norwell, MA, for the routine hazardous wastes and emergency cleanup service, and 2) Authorize the City Manager to renew the contract for two additional one-year periods if services and pricing remain acceptable to the City, subject to the availability of funds.

Prepared by: Gregory S. Card, Purchasing Officer  
Reviewed by: Timothy J. Kirby, Director of Finance  
Reviewed by: Charles Taylor, Director of Public Works  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Bid Summary
2. Draft Service Agreement



City of Sunnyvale

Bid Summary

**Invitation for Bids No. F18-166****Routine Disposal & Emergency Cleanup  
of Hazardous Materials**

Company	<i>Enviromental Logistics</i>	<i>Clean Harbers</i>	<i>ACTenviro, Inc.</i>
Address	<i>3200 Depot Road</i>	<i>42 Longwater Drive</i>	<i>1210 Elko Drive</i>
City State Zip	<i>Hayward, CA 94545</i>	<i>Norwell, MA 02061</i>	<i>Sunnyvale, CA 94089</i>
Contact	<i>Marcial Barragan</i>	<i>Jerry Hays</i>	<i>Nicole Martinez</i>

**BID FORM - PART 1**

LABOR RATE- ROUTINE SERVICES	QTY	UOM	UNIT PRICE	Extended	Unit Price	Extended	Unit Price	Extended
Project Lead/Manager	2	HR	\$ 60.00	\$ 120.00	\$ 60.00	\$ 120.00	\$ 58.00	\$ 116.00
Hazardous Waste Technician	2	HR	\$ 42.00	\$ 84.00	\$ 50.00	\$ 100.00	\$ 55.00	\$ 110.00
Chemical Packaging Specialist	2	HR	\$ 60.00	\$ 120.00	\$ 60.00	\$ 120.00	\$ 60.00	\$ 120.00
Class A Vacuum Truck Driver	2	HR	\$ 49.00	\$ 98.00	\$ 60.00	\$ 120.00	\$ 85.00	\$ 170.00
Enviromental Technician	2	HR	\$ 42.00	\$ 84.00	\$ 60.00	\$ 120.00	\$ 55.00	\$ 110.00
BID FORM - PART 1 SUBTOTAL				<u>\$ 506.00</u>		<u>\$ 580.00</u>		<u>\$ 626.00</u>

**BID FORM - PART 2**

LABOR RATE EMERGENCY RESPONSE	QTY	UOM	UNIT PRICE	Extended	Unit Price	Extended	Unit Price	Extended
Project Lead/Manager	4	HR	\$ 90.00	\$ 360.00	\$ 75.00	\$ 300.00	\$ 95.00	\$ 380.00
Chemist	4	HR	\$ 90.00	\$ 360.00	\$ 75.00	\$ 300.00	\$ 85.00	\$ 340.00
Hazardous Waste Technician	4	HR	\$ 60.00	\$ 240.00	\$ 60.00	\$ 240.00	\$ 85.00	\$ 340.00
BID FORM - PART 2 SUBTOTAL				<u>\$ 960.00</u>		<u>\$ 840.00</u>		<u>\$ 1,060.00</u>

**BID FORM - PART 3**

TRUCK WASH-OUT SUMP CLEANUP	QTY	UOM	UNIT PRICE	Extended	Unit Price	Extended	Unit Price	Extended
Non-RCRA Hazardous Waste. Price Clean-Up and Disposal of the Fleet Truck Wash Sump (Drain). Assume 1,500 total Gallons comprised of oil, water and solid sludge	1500	Gallons	\$ 0.65	\$ 975.00	\$ 1.14	\$ 1,710.00	\$ 1.35	\$ 2,025.00
BID FORM - PART 3 SUBTOTAL				<u>\$ 975.00</u>		<u>\$ 1,710.00</u>		<u>\$ 2,025.00</u>

**BID FORM - PART 4**

PROFILES			30-Gallon Drum	55-Gallon Drum	30-Gallon Drum	55-Gallon Drum	30-Gallon Drum	55-Gallon Drum
RQ Waste Flammable Liquids			\$ 250.00	\$ 275.00	\$ 48.75	\$ 65.00	\$ 87.00	\$ 93.00
Non-RCRA Hazardous Waste Solids								

City of Sunnyvale		Bid Summary								March 1, 2018			
A. Oil/Absorbent		\$	150.00	\$	175.00	\$	48.75	\$	65.00	\$	105.00	\$	110.00
Non-RCRA Hazardous Waste Liquids													
A. Latex Paint		\$	150.00	\$	175.00	\$	75.00	\$	100.00	\$	110.00	\$	128.00
B. Oil and Water		\$	150.00	\$	175.00	\$	93.75	\$	125.00	\$	85.00	\$	92.00
Oil Contaminated Soil		\$	150.00	\$	175.00	\$	48.75	\$	65.00	\$	95.00	\$	110.00
Aerosols, Flammable, Empty Containers		\$	175.00	\$	195.00	\$	183.75	\$	245.00	\$	128.00	\$	167.00
BID FORM - PART 4 SUBTOTAL		\$	1,025.00	\$	1,170.00	\$	498.75	\$	665.00	\$	610.00	\$	700.00

**BID FORM - PART 5 - Not being awarded.**

**BID FORM - PART 6**

TRANSPORTATION FEES	Unit		Per Unit			Per Unit		Per Unit
5 Gallon	1		\$ -			\$ 25.00		\$ 10.00
15 Gallon	1		\$ -			\$ 25.00		\$ 10.00
30 Gallon	1		\$ -			\$ 35.00		\$ 33.00
55 Gallon	1		\$ -			\$ 45.00		\$ 10.00
85 Gallon	1		\$ -			\$ 45.00		\$ 42.00
BID FORM - PART 6 SUBTOTAL			\$ -			\$ 175.00		\$ 105.00
<b>GRAND TOTALS</b>			<b>\$ 4,636.00</b>			<b>\$ 4,468.75</b>		<b>\$ 5,126.00</b>

Note:

Bid Form - Part 5 is not being awarded due to unspecific container size onthe Bid Form.

**DRAFT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
CLEAN HARBORS FOR ON-CALL ROUTINE DISPOSAL AND EMERGENCY  
CLEANUP OF HAZARDOUS MATERIALS**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CLEAN HARBORS ("CONTRACTOR").

WHEREAS, CONTRACTOR has submitted a bid in response to the Invitation for Bids for Routine Disposal and Emergency Cleanup of Hazardous Materials (F18-166); and

WHEREAS, CITY has determined that the bid submitted by the CONTRACTOR is advantageous for the CITY, and that the CONTRACTOR possesses the skill and expertise to perform the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Scope of Services." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONTRACTOR agrees to assign {Project Manager's Name} to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

Except as specified in this Agreement, CONTRACTOR shall furnish all technical 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. Contract Term

The term of this Agreement shall be three (3) years, beginning the date of Agreement execution. CITY shall have the option, at its sole discretion, to renew the Agreement for two (2) additional years. Should CITY decide to exercise its option to renew the Agreement, CITY shall give CONTRACTOR not less than thirty (30) days written notice prior to the date of termination of the Agreement or any later extension of the Agreement. Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR, as full compensation for the services rendered pursuant to this Agreement, an amount not-to-exceed Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00), at the rate set forth in Exhibit "B. Total compensation shall not exceed Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures set forth in Exhibit "B" attached and incorporated by reference.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

4. No Assignment of Agreement

CONTRACTOR shall 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 CONTRACTOR 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 CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR 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 CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR 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 CONTRACTOR's representations regarding its skills and knowledge. CONTRACTOR 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.

7. Responsibility of CONTRACTOR

CONTRACTOR 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 CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. Right of CITY to Inspect Records of CONTRACTOR

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 CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR 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 CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

9. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

10. 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 CONTRACTOR 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, CONTRACTOR 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.

11. Indemnity

CONTRACTOR 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 CONTRACTOR, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

12. Insurance Requirements

CONTRACTOR 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."

13. 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 than 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.

14. Conflict of Interest

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR'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.

17. Termination of Agreement

- 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.

18. 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 CONTRACTORs are listed in the project work plan.

19. Compliance with Laws

- (a) CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR 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 CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.
- (c) Throughout the term of this Agreement, including extensions, CONTRACTOR shall possess and show proof of the following, where applicable:
  - 1) Hazardous waste hauler registration.
  - 2) CAL-OSHA carcinogen registration.
  - 3) Federal waste hauler permit.
  - 4) California State Contractors License, Class "A" with Hazardous Substances Removal Certification.
  - 5) California Highway Patrol Hazardous Materials Transportation License.
  - 6) Environmental Protection CONTRACTOR Identification Number.
  - 7) A current, valid Sunnyvale business license.
- (d) CONTRACTOR shall comply with all applicable local, state and federal regulations when segregating, classifying, packaging, labeling, transporting and disposing of CITY-generated hazardous materials, including, but not limited to:

- 1) Environmental Protection CONTRACTOR
  - a) 40 CFR 240 through 40 CFR 272.
  - b) 40 CFR 100 through 40 CFR 149.
- 2) Occupational Safety and Health Administration
  - a) 29 CFR 1910.
- 3) Department of Transportation
  - a) 49 CFR 106 through 49 CFR 177.
- 4) State of California
  - a) 8 CCR, Division 1 – Industrial Relations (CAL/OSHA).
  - b) 14 CCR, Division 7 – California Waste Management Board.
  - c) 22 CCR, Division 4.5 – Environmental Health.
  - d) 23 CCR, Division 3 – State Water Resources Control Board.
- 5) Rules and Regulations of the Bay Area Air Quality Management District.
- 6) Rules and Regulations of the City of Sunnyvale.
- 7) Rules and Regulations of Santa Clara County.

20. Changes

CITY or CONTRACTOR 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 CONTRACTOR, shall be incorporated in amendments to this Agreement.

21. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

22. 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.

23. Captions

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.

24. 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.

25. Governing Law, Jurisdiction and Venue

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



26. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

CLEAN HARBORS ("CONTRACTOR")

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

## **Exhibit A**

### **Scope of Services**

- A. **Emergency Service** - In the event of a hazardous materials or waste incident (abandoned waste, spill, leak, etc.), a request for emergency services will be made by a representative of the City's Department of Public Safety. Upon receipt of such a request, Contractor shall:
1. Provide all labor, materials, equipment, tools, labels, transportation, and supervision to perform the required services. Typical services include, but are not limited to, waste containment, spill cleanup, site decontamination, hazmat identification of unknown materials, waste packaging, transportation and disposal. Contractor's personnel, responding to emergency service requests, shall be under the direct supervision of an employee of Contractor who is trained and certified in emergency response procedures.
  2. In the case of a spill or leak, secure the site containing the spillage or leakage and minimize further environmental contamination. Efforts shall be directed to first reduce/eliminate health and safety risks and then to minimize environmental contamination.
  3. Be available (on call) 24 hours per day 7 days per week 365 days per year. Prior to the contract start date, provide to the City 24-hour emergency contact telephone numbers and notification procedures for requesting emergency response services.
  4. Report to the site within two hours or less of receipt of a request for emergency services.
  5. Contain, cleanup, remove, transport and dispose of spilled substances, containment materials and absorbent materials in accordance with applicable local, state and federal laws and regulations.
  6. Determine the composition of "unknown" spilled materials and recommend safe handling and disposal methods, as required.
  7. Excavate, test, remove, profile, transport and dispose of contaminated soil from the spill site, as required or as directed by the City's on-scene representative.
  8. Provide guidance and recommendations for cleanup alternatives and procedures, disposal requirements and notification requirements.
  9. Prior to the contract start date, provide to Department of Public Safety Fire Division staff written material indicating information required by Contractor prior to responding to a City call for emergency services.
  10. Have the capability to bill company responsible for incident directly (if City guarantees payment in the event of default).
- B. **Routine Services** – Several City facilities generate hazardous waste during routine operations. Services requests will be made by a representative of the Departments of Public Safety, Public Works or Environmental Services. Upon receipt of such a request, Contractor shall:
1. Identify, categorize, profile, package, label, manifest, transport and dispose of regularly generated hazardous wastes. Examples of materials to be processed include, but are not limited to: waste flammable liquids (contains acetone and petroleum distillates), Non-Resource Conservation and Recovery Act (RCRA) hazardous waste solids, Non-RCRA hazardous waste liquids (latex paint and road oil), empty containers, filters, spent alkaline batteries from consumer products, soil with oil, waste and absorbent materials from vehicular accidents, mercury-containing articles, old CRT/computer monitors, flammable waste aerosol containers and RCRA waste such as Sodium Hydroxide.
  2. Send to the requesting City facility a work team consisting of a lead person and a hazardous waste technician under the supervision of a chemical packaging specialist or equivalent personnel. Response time shall be no more than one week from date of request. This work team shall:
    - a. Establish waste streams, as required.
    - b. Complete a waste profile sheet for each waste stream so established.
    - c. Complete a Uniform Hazardous Waste Manifest and any other required documentation

- prior to materials transport.
- d. Provide to the requesting City facility a copy of all documentation listed above.
  3. Pack and label all wastes in accordance with DOT requirements prior to transport from City facilities. Remove hazardous materials from City facilities to a secure storage facility to await transport to a Treatment Storage and Disposal Facility (TSDF). Perform packaging or bulking at least once every three months.
  4. Send City-generated hazardous wastes only to City-approved TSDFs.
  5. Provide approximately twelve pump-outs per year of the truck wash oil/water separator sumps at the Sunnyvale Corporation Yard, 221 Commercial Street. All work shall be scheduled through the Public Works Superintendent of Field Services or his designee. Materials pumped from the oil/water separator system typically consist of Non-RCRA hazardous waste liquid (oil and water) and sludge (dirt and vegetation). The volume of material removed from the oil/water separator system varies from event to event, depending upon the number of sumps that are cleaned out. The volume typically ranges from 1000 to 1600 gallons of water and sludge per event.
  6. Provide approximately four pickups per year of hazardous wastes contained in 55-gallon drums at Sunnyvale Fire Station No. 2, 795 East Arques Avenue. The drums typically contain absorbed waste oil, mixed oils and battery acid from vehicular accident cleanups. Small quantities of other hazardous wastes may occasionally require profiling and disposal. All services shall be scheduled through a designated Public Safety Officer at the fire station.
  7. Provide approximately one pump-out per year of 2,000 gallons of sodium hydroxide, and associated profiling as necessary.
- C. **Disposal Methods** – Contractor shall dispose of all hazardous solids and liquids, requiring either thermal processing, land disposal, and/or treatment prior to disposal only at facilities permitted by DTSC or USEPA. Disposal methods shall conform with all applicable local, state and federal regulations. All Non-RCRA oily wastes shall be managed in accordance with 22 CCR, Division 4.5, Chapter 29 (Used Oil Recycling Program). All RCRA hazardous wastes that are recycled shall be recycled only at EPA permitted treatment facilities. Bidder shall complete and return "Attachment B" Summary of Bidder's Waste Management Process along with Bid. Failure to complete and return Attachment B may result in the bidder being found non-responsive and thus not considered for award.

**Exhibit B  
Fee Schedule**

<b>LABOR RATE - ROUTINE SERVICES</b>	<b>Estimated Minimum per Each</b>	<b>PER HOUR RATE</b>
Project Lead/Manager	2 HRS	\$ 60.00
Hazardous Waste Technician	2 HRS	\$ 50.00
Chemical Packaging Specialist	2 HRS	\$ 60.00
Class A Vacuum Truck Driver	2 HRS	\$ 60.00
Environmental Technician	2 HRS	\$ 60.00
<b>LABOR RATE - EMERGENCY RESPONSE</b>	<b>Estimated Minimum Hours per Project</b>	<b>PER HOUR RATE</b>
Project Lead/Manager	4	\$ 75.00
Chemist	4	\$ 75.00
Hazardous Waste Technician	4	\$ 60.00
<b>TRUCK WASH-OUT SUMP CLEANUP</b>	<b>1,500 Gallons</b>	<b>TOTAL</b>
Per each Clean-Up (Non-RCRA)	\$1710.00	\$1710.00
<b>MATERIAL REMOVAL</b>	<b>30-Gallon Drum</b>	<b>55-Gallon Drum</b>
RQ Waste Flammable Liquids	\$ 48.75	\$65.00
Non-RCRA Hazardous Waste Solids		
A. Oil/Absorbent	\$ 48.75	\$65.00
Non-RCRA Hazardous Waste Liquids		
A. Latex Paint	\$ 75.00	\$100.00
B. Oil and Water	\$ 93.75	\$125.00
Oil Contaminated Soil	\$ 48.75	\$65.00
Aerosols, Flammable, Empty Containers	\$ 183.75	\$245.00
<b>TRANSPORTATION FEES</b>	<b>Per Each</b>	<b>\$</b>
5 Gallon	1	\$ 25.00
15 Gallon	1	\$ 25.00
30 Gallon	1	\$ 35.00
55 Gallon	1	\$ 45.00
85 Gallon	1	\$ 45.00

## Exhibit C INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Consultant/Contractor 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:

1. **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 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☒ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

#### 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 (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the 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.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not 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.

#### Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit C. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.



# City of Sunnyvale

## Agenda Item

---

**18-0322**

**Agenda Date: 4/10/2018**

---

### **SUBJECT**

Adopt Ordinance No. 3132-18 designating Lori Avenue between Pajaro Avenue and North Pastoria Avenue and Shirley Avenue between Pajaro Avenue and North Pastoria Avenue as Preferential Parking Zones for the benefit of residents adjacent thereto

### **RECOMMENDATION**

Adopt Ordinance No. 3132-18

### **ATTACHMENT**

1. Ordinance No. 3132-18

ORDINANCE NO. 3132-18

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE DESIGNATING LORI AVENUE BETWEEN PAJARO AVENUE AND NORTH PASTORIA AVENUE AND SHIRLEY AVENUE BETWEEN PAJARO AVENUE AND NORTH PASTORIA AVENUE AS PREFERENTIAL PARKING ZONES FOR THE BENEFIT OF RESIDENTS ADJACENT THERETO**

WHEREAS, a majority of residents of Lori Avenue between Pajaro Avenue and North Pastoria and a majority of residents of Shirley Avenue between Pajaro Avenue and North Pastoria Avenue have provided written requests to implement a 3-hour parking restriction and the issuance of preferential parking permits for the residents and their guests in these areas of the Sunnyvale Business Park; and

WHEREAS, staff has recommended designating Lori Avenue between Pajaro Avenue and North Pastoria and Shirley Avenue between Pajaro Avenue and North Pastoria Avenue as a Preferential Parking Zone by implementing a 3-hour parking restriction between the hours of 9 a.m. and 6:00 p.m., Monday through Friday, and issuing preferential parking permits for the residents and their guests exempting them from the parking restrictions contained in the traffic control regulations document pursuant to Sunnyvale Municipal Code Chapter 10.24; and

WHEREAS, under Section 10.26.020, the City Council has the authority to adopt ordinances to designate certain residential streets or alleys or any portions thereof as a preferential parking zone for the benefit of residents adjacent thereto.

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

SECTION 1. FINDINGS. In accordance with Sunnyvale Municipal Code 10.26.030 and based upon staff's Report to Council, the Council finds and determines that each preferential parking zone will enhance or protect the quality of life in the area of the proposed zone and that such zone is necessary to provide reasonably available and convenient parking for the benefit of the adjacent residents, based on the following criteria established to the satisfaction of the City Council:

(a) Commuter and non-residentially oriented vehicles do, or may, substantially and regularly interfere with the use of the majority of available public street or alley parking spaces by adjacent residents;



(b) The interference by vehicles referred to in subsection (a) of this section occurs at regular and significant intervals. For purposes of this chapter, such interference shall be presumed to be regular and significant if it occurs, under typical circumstances, not less frequently than three times per week, Monday through Friday;

(c) The establishment of the proposed zone would benefit a majority of the residents adjacent to the proposed zone. Written requests for such a zone by residents of not less than fifty percent of the residentially developed parcels adjacent to the proposed zone constitute rebuttable evidence of such benefit;

(d) No reasonable displacement of commuter or non-residentially oriented vehicles into surrounding residential areas will result. In making this determination, substantial weight shall be given to the availability of alternate public and private parking facilities and in particular, underutilized or underdeveloped facilities or areas;

(e) A shortage of reasonably available and convenient residentially related parking spaces exist in the area of the proposed zone; and

(f) No alternative solution is feasible or practical.

SECTION 2. PREFERENTIAL PARKING ZONES APPROVED. It is hereby found and determined that an exemption of the 3-hour limited parking regulations for the residents of Lori Avenue between Pajaro Avenue and North Pastoria and the residents of Shirley Avenue between Pajaro Avenue and North Pastoria Avenue is necessary and desirable; and staff is directed to incorporate the exemptions into the City's traffic control regulations document as preferential parking zones.

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

SECTION 4. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 6. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of

places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on March 27, 2108, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, 2018, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
Date of Attestation: \_\_\_\_\_

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# City of Sunnyvale

## Agenda Item

---

18-0323

Agenda Date: 4/10/2018

---

### REPORT TO COUNCIL

#### **SUBJECT**

Second Amendment to Outside Counsel Agreement with Liebert Cassidy Whitmore for Litigation Services

#### **REPORT IN BRIEF**

Approval is requested for a Second Amendment to the Outside Counsel Agreement with the law firm of Liebert Cassidy Whitmore for legal services and representation of the City in the matter of *Castro, Juan v. City of Sunnyvale*, Case No. 17-CV-309241, currently pending in the Santa Clara County Superior Court. This Second Amendment is needed to cover the pre-trial costs associated with this case, which is estimated to be \$50,000.

#### **BACKGROUND**

Suzanne Solomon, a partner in the law firm Liebert Cassidy Whitmore in San Francisco, is an experienced trial lawyer who has represented public entities, private companies and individuals in a wide range of employment disputes. Ms. Solomon and her firm were retained by the City Attorney under Section 908 of the City Charter to represent the City and provide legal services, consultation and advice concerning the above referenced case in litigation. The Agreement was entered in May 2017, and the not to exceed amount has been increased once to the current not to exceed amount of \$100,000. The term of the Agreement expires in May 2020.

#### **DISCUSSION**

Plaintiff filed a race discrimination lawsuit against the City on April 3, 2017.

The City has been vigorously defending the case and will file a motion for summary judgment in the coming months.

This amendment, which will increase the not-to-exceed amount by \$50,000 for a total new not-to-exceed amount of \$150,000, will cover the balance of anticipated pre-trial costs, including remaining depositions, case management, and the summary judgment motion.

#### **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.

#### **FISCAL IMPACT**

Funds are available in the FY 2017/18 Liability and Property Insurance Fund for this Second Amendment.

**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**

Authorize the City Attorney to execute a Second Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Liebert Cassidy Whitmore to increase the not-to-exceed amount by \$50,000, for a total new not-to-exceed contract amount of \$150,000.

Prepared by: Nichole G. Anglin, Paralegal

Reviewed by: Melissa C. Tronquet, Assistant City Attorney

Approved by: John A. Nagel, City Attorney

**ATTACHMENT**

1. Draft Second Amendment to Outside Counsel Agreement

**SECOND AMENDMENT TO  
LEGAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND  
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL  
CORPORATION  
(Castro, Juan vs. City of Sunnyvale )**

THIS SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the CITY OF SUNNYVALE (“City”), a municipal corporation and LIEBERT CASSIDY WHITMORE, a California professional corporation (“Outside Counsel”).

**RECITALS**

**WHEREAS**, on May 22, 2017, City and Outside Counsel entered into an agreement entitled, “Legal Services Agreement between the City of Sunnyvale and Liebert Cassidy Whitmore, a professional corporation (Castro, Juan vs. City of Sunnyvale )” (“Agreement”); and

**WHEREAS**, on December 27, 2017, City and Outside Counsel entered into a First Amendment to the Agreement increasing the total compensation to \$100,000; and

**WHEREAS**, City and Outside Counsel desire to amend the amended Agreement to increase the amount of compensation allowed by \$50,000 for the total compensation of \$150,000.

**NOW, THEREFORE**, the parties agree to amend the amended Agreement as follows:

1. Section 3.0 is hereby amended to read as follows:

**3.0 COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENTS.**

- 3.1 Compensation.** Fees for all legal services provided hereunder shall be charged in accordance with Exhibit “A” which is attached and incorporated by reference. Exhibit “A” may be amended, from time to time, to alter fees and charges applicable hereto provided that a letter agreement is duly signed and approved by the City Attorney. The total amount of fees and expenses shall not exceed \$150,000.00. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

2. First Revised Exhibit A, “Fee Schedule” is amended to read as shown in Second Revised Exhibit A, attached and incorporated into this Second Amendment.

3. All of the terms and conditions of the amended Agreement not specifically modified by this Second Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

**CITY OF SUNNYVALE**, a municipal  
corporation

**LIEBERT CASSIDY WHITMORE**, a  
California professional corporation

By \_\_\_\_\_  
JOHN A. NAGEL  
City Attorney

By \_\_\_\_\_  
J. SCOTT TIEDEMANN  
Managing Partner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SECOND REVISED EXHIBIT A**

**FEE SCHEDULE**

**HOURLY RATES**

Partners	\$340
Of Counsel	\$305
Associates	\$200 - \$285
Labor Relations/ Human Resources Consultant	\$195
Clerks, Paralegals	\$75 - \$160



# City of Sunnyvale

## Agenda Item

---

18-0215

Agenda Date: 4/10/2018

---

### REPORT TO COUNCIL

#### **SUBJECT**

Introduce an Ordinance to Amend Several Chapters of Title 5 (Business Licenses and Regulations) and Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code to Authorize the Denial, Suspension or Revocation of a Permit or License Based Upon Violations of Wage and Hour Laws and Adopt Council Policy 5.1.6, Wage Theft Prevention Policy (Study Issue) and Finding of Exemption from the California Environmental Quality Act

#### **BACKGROUND**

Study Issue OCM 16-02 (Study Issue), Consider Adoption of a Wage Theft Ordinance (Attachment 1), was ranked number two by Council among the proposed Office of the City Manager (OCM) Study Issues in 2017. A budget supplement to provide \$20,000 in funding for this project was approved by Council as part of the 2017/18 Adopted Budget. Staff has not used any of the funding and performed all the work with existing staff. The Study Issue's scope was to:

- Examine existing wage theft laws/ordinances/policies at the state and local level
- Learn about monitoring and enforcement efforts that have been implemented by other jurisdictions, including required resources
- Consider whether additional local remedies would be viable and/or effective
- Review City of San Jose and Santa Clara County Wage Theft Policies
- Review City/County of San Francisco wage theft program

The Study Issue paper also stated that the focus would be on "actions that are under the City's control" such as the City's procurement process and permitting responsibility. Staff was to review all City licenses and permits to "determine if the City has authority to suspend or revoke permits for businesses that have unpaid wage theft judgements."

#### **EXISTING POLICY**

**3.80.040. Minimum Wage** - Employers shall pay employees no less than the minimum wage set forth in this section for each hour worked within the geographic boundaries of the city of Sunnyvale. Governmental agencies are exempt from the minimum wage requirements under the principle of governmental immunity when the work performed is related to the agency's governmental function.

#### **ENVIRONMENTAL REVIEW**

The adoption of an ordinance and general policy 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 policy making and administrative activity that will not result in direct or indirect changes in the environment.

#### **DISCUSSION**



Wage theft occurs when an employer fails to pay its workers' wages which the workers legally earned. There are numerous forms of wage theft involving violations of employment laws, but all result in workers earning less than they are entitled to earn. Some examples of wage theft include:

- Minimum wage violations
- Failure to pay overtime
- Denial of wages/benefits rightfully owed to employee
- Employee misclassification
- Illegal pay deductions
- Working off the clock

As per the Study Issue's scope, staff examined existing wage theft laws, ordinances and policies at the State and local level. Staff contacted the City of San Jose and Santa Clara County to discuss their respective wage theft policies and reviewed the City/County of San Francisco wage theft program. Staff also reviewed existing City licenses and permits to determine if the City has authority to suspend or revoke permits for businesses that have unpaid wage theft judgements." In addition, staff worked closely with members of the Santa Clara County Wage Theft Coalition to further determine what cities are doing to combat wage theft at the local level.

### ***Wage Theft Prevention Approaches at the State and Local Level***

The California Department of Industrial Relations/Division of Labor Standards Enforcement (DLSE) enforces all the California labor and employment laws that establish minimum workplace conditions for workers. These include violations of state minimum wage and overtime protections as well as failure to pay commissions, vacation pay, or failure to provide meal or rest breaks. Workers can file individual claims on their own for nonpayment of wages or benefits with the Labor Commissioner.

To provide the DLSE with additional tools to enforce wage theft judgments, the Fair Day's Pay Act (SB 588) became effective on January 1, 2016. The additional tools provided by SB 588 include, but are not limited to, giving the DLSE authority to impose wage-bond requirements and stop-work orders, levy the employer's assets or lien the employer's property, and in certain cases making individual business owners liable for their company's debts to workers. This section is intended to discourage business owners from closing their operations and starting a new company to avoid paying wage theft judgements.

At the local level, municipalities such as San Francisco, San Jose, Santa Clara County and a few smaller cities have adopted, or are currently exploring, wage theft policies and ordinances (Attachment 2) to discourage wage theft. These policies and ordinances allow cities to act against those businesses which violate state or federal labor laws in addition to local wage laws. Some cities have adopted policies and ordinances to amend their procurement process and deny or suspend certain permits and licenses issued by the City. Some of the larger cities or counties have robust regulatory codes and policies and have entire departments or divisions dedicated to the enforcement of local labor laws. Smaller cities are focusing on licenses and permits that already have a regulatory permitting scheme in place.

The City of San Jose adopted a Wage Theft Prevention Policy that is incorporated in their procurement process for city goods and services. The policy allows the City of San Jose the opportunity to disqualify a potential contractor under certain defined circumstances relating to a final wage theft judgement. In addition, the City of San Jose can deny and/or revoke certain permits or

licenses issued under Title 6 of the San Jose Municipal Code based upon a final wage theft judgment. Some examples of the licenses or permits that the City of San Jose can deny or revoke are automobile dismantlers, junk dealers, massage, and patrol services. The City of San Jose's Office of Equality Assurance (OEA) has staff dedicated to enforcement of wage theft violations.

The City and County of San Francisco combats wage theft through its Minimum Wage Ordinance and Minimum Compensation Ordinance. The City's Office of Labor Standards Enforcement is responsible for enforcement of the city's various local labor laws such as paid sick leave, health care security, family-friendly workplace, and paid parental leave ordinance.

Santa Clara County, in addition to having a wage theft prevention policy for their procurement process, recently approved the creation of an Office of Labor Standards Enforcement (OLSE) with adequate staffing and resources to develop plans for implementation and enforcement of the Santa Clara County's Wage Theft Prevention Policy. Santa Clara County also recently approved a pilot program to evaluate the feasibility of encouraging compliance with labor standards and enforcing wage and hour laws through the exercise of the county's authority over food facility permits. Santa Clara County's Department of Environmental Health issues permits to about 10,000 restaurants and other food facilities, including mobile food trucks, and could require adherence to local and state laws as a condition of these permits.

The county program will be designed such that if Santa Clara County staff becomes aware of a judgment against a food business, county staff would work with the business to resolve the judgment through appropriate means. If administrative efforts to remedy the violation fail, and the violation against the business remains outstanding, the county could issue a notice to the business owner of the county's intention to revoke or suspend the business' county-issued Food Facility Permit. Suspension of the permit would require the business to close and to refrain from conducting any food-related business until the matter is resolved. Sunnyvale staff will work with the Santa Clara County OLSE to advocate that Sunnyvale be included in the early stages of the food business pilot program.

### ***City of Sunnyvale Proposed Policy and Ordinance***

Currently, all potential contractors for goods and services who submit a bid or proposal in response to a City of Sunnyvale solicitation must complete a Bid Form or Invitation for Bid (Certification). The Certification requires the name, address, telephone number, email address, contact person's name and title as well as the signature of the authorized representative(s). By signing the Certification, the submission of the bid or proposal is deemed a representation and certification by the bidder that they have investigated all aspects of the bid or request for proposal (RFP), that they are aware of the applicable facts pertaining to the bid process or RFP process, its procedures and requirements and that they have read and understand the bid or RFP.

The proposed Council Policy (Attachment 3) includes an additional statement that would be required of all bidders to disclose any final court judgment or final administrative order issued within the last five years from the date of the submitted bid or proposal relating to wage and hour law violations on the Certification. Should a bidder disclose any final court judgment or final administrative order relating to wage and hour law violations on the Certification that remains unpaid, the City shall disqualify the bidder based on the unpaid final judgment or order. In order to rebut the disqualification, the bidder would need to show that the final judgment or administrative order has been fully satisfied. Staff will work to implement the new procurement protocol as soon as practicable

upon Council adoption.

Staff performed a comprehensive review of the Sunnyvale Municipal Code to determine which licenses or permits the City might be able to deny or revoke due to a final wage theft judgement. The City issues various licenses and permits. However, Building and Fire Permits or other permits issued under technical codes are permits that are ministerial and can only be revoked based on a violation of the technical codes. Violations of the technical codes are typically the health and safety of the structure, and not the wages of the people within the permitted area. Land Use Permits are similar to Building and Fire Permits. The permit is focused on the uses of the land, and there is no connection between the permitted land use and the wages of the people on the site.

The City issues a certificate when a business pays its Sunnyvale Business License Tax. However, the Sunnyvale Business License Tax is for revenue raising purposes and there are no regulatory provisions included. Any certificate given to a business is merely a receipt for paying the tax, and not a typical license in a regulatory sense.

For the reasons listed above within the existing Municipal Code provisions, staff focused on several chapters in Titles 5 and 9 of the Sunnyvale Municipal Code where a regulatory and enforcement scheme was already in place under the City's police power. The permits and licenses issued under these chapters are necessary for the operation of certain businesses within the city and are related to the employment of persons who could be at risk for wage theft.

Under the current Municipal Code, an application for a Permit or License may be denied, suspended, or revoked for some of the reasons listed below:

- Misrepresentation or false statement contained in the license application
- Conviction of any crime or misdemeanor involving moral turpitude
- Failure to meet the requirements under the applicable code chapter

The proposed ordinance would add another ground for denial - the violation of applicable wage and hour laws within the previous five years found by a court or by final administrative action of an investigatory government agency that has not been satisfied. In addition to permit denial, the ordinance would allow for the suspension or revocation of the permit or license if, after the permit or license has been issued, the City becomes aware that a final court order or final administrative action for a wage and hour violation has been issued and not satisfied by the permittee or licensee. The proposed ordinance (Attachment 4) addresses these recommended additions. The specific permits/licenses that could be denied or revoked are:

1. Peddlers (Chapter 5.28)
2. Private Patrol Services (Chapter 5.32)
3. Taxicabs (Chapter 5.36)
4. Adult Entertainment Establishments (Chapter 9.40)
5. Massage Establishment Operators (Chapter 9.41)

In addition to the above proposed Council Policy and ordinance, staff will also monitor applicable legislation at the state level, including recently adopted AB 1069, which changes the requirements for taxicab companies to only obtain a permit, license or franchise from the jurisdiction in which it is substantially located. Additionally, staff would continue working with the Santa Clara County Wage

Theft Coalition to advocate for wage theft policies at a regional level and the Santa Clara County OLSE to advocate for Sunnyvale businesses to be included in the food businesses pilot.

### **FISCAL IMPACT**

The primary fiscal impact to implement the procurement policy and ordinance can be absorbed with current staff resources. Staff will closely monitor this issue and if additional workload is created by the new policy and ordinance that cannot be handled by current resources, staff will return to Council with a request for additional resources.

### **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. Make a finding of exemption from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5).
2. Introduce Ordinance to amend certain Chapters of Sunnyvale Municipal Code Titles 5 and 9 to specifically authorize the denial, suspension or revocation of a permit or license based upon a final wage theft judgment.
3. Adopt a new Council Policy entitled "Wage Theft Prevention Policy."
4. Other Council direction.

### **STAFF RECOMMENDATION**

Alternatives 1, 2 and 3: 1) Make a finding of exemption from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5), 2) Introduce Ordinance to amend certain Chapters of Sunnyvale Municipal Code Titles 5 and 9 to specifically authorize the denial, suspension or revocation of a permit or license upon a final wage theft judgment, and 3) Adopt a new Council Policy entitled "Wage Theft Prevention Policy."

Staff prepared the study as per the scope of Study Issue OCM 16-02. Staff presented the preliminary findings to Council at a study session on February 27, 2018. At that time, Council was supportive of the preliminary findings and supported the next steps of bringing the policy and ordinance to Council for a public hearing.

Prepared by: Connie Verceles, Economic Development Manager

Reviewed by: John Nagel, City Attorney

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Study Issue Paper OCM 16-02
2. Regional Wage Theft Policies
3. Council Policy 5.1.6, Wage Theft Prevention Policy
4. Proposed Ordinance



# City of Sunnyvale

## Agenda Item

17-0100

Agenda Date: 2/17/2017

### 2017 COUNCIL STUDY ISSUE

#### NUMBER

OCM 16-02

TITLE Consider Adoption of a Wage Theft Ordinance

#### BACKGROUND

**Lead Department :** Office of the City Manager

Support Department(s): Office of the City Attorney

**Sponsor(s) :**

Councilmembers: Klein, Smith, Melton, Goldman

**History :**

1 year ago: Dropped

2 years ago: N/A

#### SCOPE OF THE STUDY

##### **What are the key elements of the study?**

The California Labor Commissioner, also known as the Division of Labor Standards Enforcement (DLSE), and a division of the State of California Department of Industrial Relations (DIR) enforces laws against wage theft violators; but, under State law, local jurisdictions can establish their own standards and enforcement procedures in addition to what the State provides. Workers can file individual claims on their own behalf for nonpayment of wages or benefits with the DLSE. The DLSE does not enforce local city or county laws regarding wage theft claims.

This study would examine existing wage theft laws, ordinances and policies at the State level as well as in other local jurisdictions. This study would also review and examine existing methods for employees to recover unpaid wages. The study would ascertain what monitoring and enforcement efforts have been implemented by other jurisdictions, including the required resources to sustain such a program, and the outcome of SB 588 at the State level. The study would consider whether additional local remedies to this statewide issue would be viable and/or effective.

The City of Sunnyvale has a municipal code provision (Section 2.09.220) specifically designed to protect employees from wage theft by requiring City contractors to pay the prevailing wages. These wage requirements are contained in the City's construction contracts, and staff monitors the certified payrolls of construction contractors to help ensure that prevailing wages are being paid. Additionally, Council Policy 5.1.5, Utilization of Local Workforce in Construction Projects, encourages developers and contractors to pay workers a fair wage consistent with the prevailing wages set forth by DIR.

17-0100

Agenda Date: 2/17/2017

Specifically, the City would review the City of San Jose's "Wage Theft Prevention Policy", the City and County of San Francisco's wage theft program and enforcement, and the Santa Clara County's contracting policy regarding wage theft as models. The focus of the study will be on the actions that are under the City's control such as the City's contract award and competitive bidding policies to protect the City from contracting for services from businesses that have unpaid wage theft judgments that have not been satisfied. The study will also review all City policies to determine if the City has the authority to suspend or revoke permits for businesses that have unpaid wage theft judgments.

**What precipitated this study?**

During the Public Comments section of the January 10, 2017 Council meeting, a member of the public spoke in support of the City adopting a wage theft ordinance in Sunnyvale. The speaker stated that employees are being deprived of earned wages and that the City needs to adopt an ordinance to ensure these employees are properly compensated for wages earned. Previously, in 2016, the Council had dropped this proposed study issue. In order to revive it for consideration in 2017, the study required at least four sponsors; Councilmembers Klein, Smith, Melton, and Goldman sponsored the issue to be presented at the February 17, 2017 Study/Budget Issues workshop.

**Planned Completion Year:** 2017**FISCAL IMPACT****Cost to Conduct Study**

Level of staff effort required (opportunity cost): Moderate

Amount of funding above current budget required: \$20,000

Funding Source: N/A

Explanation of Cost: The study would require a minimum 120 hours of staff time from the Offices of the City Manager, City Attorney and Departments of Finance and Public Works. Staff assigned to work on this study may not be able to accomplish other tasks and the requested funds are for consultant and/or legal services that may be needed to put a comprehensive program in place. At this time, given the complexity of the topic and that this would require establishing a new program, without the addition of new permanent resources; staff would need to request some consultant funds.

**Cost to Implement Study Results**

Unknown. Study would include assessment of potential costs based on similar programs in other local jurisdictions.

Explanation of Cost: Potential costs of implementing study results may include additional personnel and resources needed for enforcement activities.

**EXPECTED PARTICIPATION IN THE PROCESS**

Council-approved work plan: No

Council Study Session: No

Reviewed by Boards/Commissions: N/A

**STAFF RECOMMENDATION**

---

17-0100

Agenda Date: 2/17/2017

---

**Position :** Support

**Explanation :** Staff supports this study issue to evaluate the options for providing standards and enforcement procedures for wage theft in public contracts. Support for this study is based on the limited review and analysis as described in the *Key Elements of the Study* section of this paper. Efforts to ensure that public funds are used for intended purpose and to protect wages are important to the City's procurement processes.

Prepared By: Connie Verceles, Economic Development Manager

Reviewed By: Walter C. Rossmann, Assistant City Manager

Reviewed By: John Nagel, City Attorney

Approved By: Deanna J. Santana, City Manager

Wage Theft Ordinance/Policies  
By  
Jurisdictions

Agency	Ordinance/Policy	Enforcement
County and City of San Francisco	Wage Theft Prevention Ordinance  Adopted 2006	<ul style="list-style-type: none"> <li>• Office of Labor Standards Enforcement (Minimum Wage/Prevailing Wage/Wage Theft Issues)</li> <li>• City resolves cases or begins hearings within one year.</li> <li>• Removes 10-day grace period for citations.</li> <li>• Penalties increase for retaliation complaints from \$500 to \$1,000.</li> <li>• Requires employers to notify employees when under investigation.</li> </ul>
City of San Jose	Wage Theft Prevention Policy  Adopted May 2016	<ul style="list-style-type: none"> <li>• Enforced by Office of Quality Assurance</li> <li>• Requires potential and current contractors to disclose current or pending wage theft judgments.</li> <li>• Authorizes the city to terminate city contracts for violation of wage and hour laws.</li> <li>• The city may deny, suspend or revoke a certain permits and/or licenses for violation of wage and hour laws.</li> <li>•</li> </ul>
City of Los Angeles	Los Angeles Wage Enforcement Division Ordinance  Adopted June 2015	<ul style="list-style-type: none"> <li>• Enforced by its own commission and staff</li> <li>• The Police Commission may deny, revoke or suspend a police permit issued or requested by an employer found to have committed wage theft.</li> <li>• The Division has the authority to inspect workplaces, interview persons and request a subpoena for other relevant items for enforcement.</li> <li>• Civil enforcement will include a penalty of \$100 for each day that the violation occurred or continued.</li> <li>• Administrative fines (ranging from \$500 - \$1,000) shall be increased cumulatively by 50 percent for each subsequent violation of the same provision by the same employer within a three-year period. The maximum per year shall be \$5,000 per employee. Retaliation violation maximum annual penalty shall be \$10,000.</li> <li>• City owed amounts may be collected via civil action, to the extent feasible under state law, create and impose a lien against any property owned or operated by employer or person who fails to pay administrative fines.</li> </ul>
City of San Mateo		<ul style="list-style-type: none"> <li>• City Council established it as a priority to look at for fiscal year 17-18. No schedule yet.</li> </ul>



# Wage Theft Ordinance/Policies By Jurisdictions

County of Santa Clara	Wage theft Prevention Policy Adopted November 2014	<ul style="list-style-type: none"> <li>County may suspend permits including: Food Facility Permits; Tobacco Retailer Permits; Building Permits; Grading Permits; Massage Establishment, and Peddler Permits.</li> <li>Potential contractors submitting a formal or informal bid to provide goods and/or services to the County may be disqualified if there is administrative action for violations of wage and hour laws five years prior to or during the term of the contract with the County.</li> <li>County may terminate existing contract if contractor found in violation of wage and hour laws.</li> <li>In October 2017, the County approved a pilot program to provide the Department of Environmental Health the tools to suspend or revoke a County-issued Food Facility Permit. The County will work with the Division of Labor Standards Enforcement's (DLSE) database and U.S. Department of Labor case files on existing wage theft judgments against food facilities/businesses. If administrative efforts by the State departments are unable to remedy the violation, the County may suspend or revoke the Food Facility permit which would require the business to close. <ul style="list-style-type: none"> <li>The County will partner with local community based organizations to assist in education and outreach efforts to prevent wage theft issues. Some of those organizations include Santa Clara County Wage Theft Coalition, Working Partnerships U.S.A, and the Silicon Valley Chamber of Commerce.</li> </ul> </li> </ul>
Pilot Program to Enforce Wage Theft Violations Using Food Facility Permits	Adopted October 2017	
City of Berkeley	Wage Theft Prevention Ordinance  Adopted 2016	<ul style="list-style-type: none"> <li>City Manager to determine enforcement resources</li> <li>For any construction projects exceeding \$100,000 in work, the owner shall prove to the city an attestation by owner or by a responsible or qualifying representative of the owner providing proof that contractor or subcontractor(s) received Labor Code Section 2810.5 and Section 226(a); or, employees of contractor or subcontractor(s) meet one or more of the criteria of Labor Code section 2810.5(c).</li> <li>The proof of the Labor Code section(s) distributed must be provided to the city every 30 days until project completion.</li> <li>A final Pay Transparency Attestation to be provided to the city within 10 days from project completion. It must be</li> </ul>

Wage Theft Ordinance/Policies  
By  
Jurisdictions

		<p>provided by the owner, contractor and/or subcontractor and shall include proof that employees received complete and accurate information pursuant to Labor Code Sections 226 and 2810.5, or that project construction employees meet one or more of the criteria of Labor Code section 2810.5(c).</p> <ul style="list-style-type: none"><li>• Once the city finds that all building codes and the Construction Pay Transparency Compliance is complete, it will issue a Certificate of Occupancy.</li><li>• The City Manager may promulgate regulations for the administration and enforcement of this Chapter.</li></ul>
--	--	--

**Policy 5.1.6      WAGE THEFT PREVENTION POLICY**

---

**POLICY PURPOSE:**

To establish a Council Policy and procedure to prevent wage theft on City goods and services contracts as well as deny, suspend or revoke certain City permits and licenses to businesses with unpaid wage theft judgments.

**BACKGROUND:**

Wage theft occurs when an employer fails to pay its workers the wages to which they are legally entitled. It is the crime of stealing earned wages from workers. There are numerous forms of wage theft involving violations of employment laws but all resulting in workers earning less than they are entitled to earn.

Local and national studies on wage theft report that wage theft is a pervasive and chronic problem. Wage theft is not incidental, aberrant, rare or committed only by a few rogue employers at the periphery of the labor market. Instead it takes place in industries that span the economy – from retail, restaurants and grocery stores; caregiver industries; manufacturing, construction and wholesalers; building services such as janitorial and security; and personal services such as dry cleaning and laundry, car washes and beauty and nail salons.

**POLICY STATEMENT:****1.      GOODS AND SERVICES AGREEMENTS**

It is the policy of the City of Sunnyvale that all parties contracting with the City pursuant to Sunnyvale Municipal Code Chapter 2.08 must comply with all applicable federal, state and local wage and hour laws including, but not limited to, the Federal Fair Labor Standards Act (“FLSA”), the California Labor Code and the Sunnyvale Minimum Wage Ordinance.

This Policy does not apply to any “public works” contracts as defined in City Charter Section 1309, Sunnyvale Municipal Code Chapter 2.09 and state law.

**2.      MANDATORY DISCLOSURE REQUIREMENT**

As a part of any City solicitation for supplies, materials, goods and/or services, a potential contractor shall fully complete a “Bid Certification” (“Certification”). The Certification requires each potential contractor to disclose whether the contractor has been found by a court or final administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws within the past five (5) years from the date of the submitted bid or proposal. For each disclosed violation, the potential contractor shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of potential contractor’s efforts to date to satisfy the order/judgment. The

completed Certification shall be submitted by the potential contractor to the City as a part of its bid or proposal.

***A. Bid or Proposal Disqualification Circumstances***

A potential contractor that has submitted a formal or informal bid or proposal to provide supplies, materials, goods and/or services to the City pursuant to Sunnyvale Municipal Code Chapter 2.08 shall be disqualified if the potential contractor has been found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws on one (1) or more occasion **and** has one (1) unpaid wage judgment in the past five (5) years prior to the date of submission of a bid or proposal to provide supplies, materials, goods and/or services.

***B. Grounds for Contract Termination after the Award of the Contract***

A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five (5) years prior to or during the term of the contract with the City, may be in material breach of its contract with the City if the violation is not fully disclosed and/or satisfied per City contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

***C. Inaccurate or Incomplete Disclosures***

Inaccurate or incomplete disclosures constitute a violation of the City's Wage Theft Prevention Policy and may result in immediate disqualification from the City solicitation and contracting process or immediate termination of any contract with the City.

**3. CONTRACT LANGUAGE AFTER SUCCESSFUL BID OR PROPOSAL**

All City contracts subject to this Policy shall include the following provisions:

**Wage Theft Prevention**

**Compliance with Wage and Hour Laws:** Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, the Sunnyvale Prevailing Wage Policy and Minimum Wage Ordinance.

**Final Judgments, Decisions, and Orders:** For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, the City of Sunnyvale or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

**Prior Judgments against Contractor and/or its Subcontractors:** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

**Judgments or Decisions During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City with documentary evidence of compliance with the final judgment, decision or order within five (5) calendar days of satisfying the final judgment, decision or order. The City reserves the right to require Contractor to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

**City's Right to Withhold Payment:** Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to Contractor until such judgment, decision or order has been satisfied in full.

**Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

#### **4. DENIAL AND REVOCATION OF PERMITS AND LICENSES UNDER THE SUNNYVALE MUNICIPAL CODE**

The Sunnyvale Municipal Code shall contain language that allows the City to deny, suspend or revoke certain permits or licenses if a business fails to pay a court or final administrative action of an investigatory government agency for violating applicable wage and hours laws.

If the City receives complaints about permittees or licensees regarding wage theft, the department responsible for issuance of the permit or license shall work with the Economic Development Division and the City Attorney's Office to investigate the complaint to determine whether denial, suspension, or revocation of the permit or license until the wage judgment is satisfied.

((Adopted: RTC # (date) Amended: RTC # (date) etc.)

Lead Department: OCM

For reference, see also:

I verify that the content presented in this policy represents the direction given or action taken by Council.

\_\_\_\_\_  
*Signature*

Date \_\_\_\_\_

Director, \_\_\_\_\_  
*Department Name*

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND SEVERAL CHAPTERS OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) AND TITLE 9 (PUBLIC PEACE, SAFETY OR WELFARE) OF THE SUNNYVALE MUNICIPAL CODE TO AUTHORIZE THE DENIAL, SUSPENSION OR REVOCATION OF A PERMIT OR LICENSE BASED UPON VIOLATIONS OF WAGE AND HOUR LAWS.

WHEREAS, the City of Sunnyvale has a commitment and a responsibility to ensuring that employers pay workers the wages to which they are legally entitled; and

WHEREAS, the City of Sunnyvale desires to amend certain sections of the Sunnyvale Municipal Code in Titles 5 and 9 to authorize the denial, suspension or revocation of a permit or license based upon the violation of wage and hour laws.

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

SECTION 1. Chapter 5.28 AMENDED. Sections 5.28.060 and 5.28.110 of Chapter 5.28 (Peddlers) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**5.28.060. Investigation and license issuance.**

- (a) [Text unchanged]
- (b) The director of public safety shall deny an application for a license if he or she makes any of the following findings:

(1) - (7) [Text unchanged]

(8) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

(c) – (d) [Text unchanged]

**5.28.110. Peddler—Revocation of license.**

- (a) A license issued under this chapter may be suspended or revoked by the director of public safety for any of the following causes:

(1) - (5) [Text unchanged]

(6) The applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

(b) [Text unchanged]

**SECTION 2.** Chapter 5.32 AMENDED. Sections 5.32.040 and 5.32.080 of Chapter 5.32 (Private Patrol Service) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**5.32.030. Permit—Application and bond requirements.**

(a) – (d) [Text unchanged]

(e) The application may be denied if within the last five years the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

(ef) The chief of the department of public safety shall report the results of his investigation and his recommendation upon the application to the city manager for approval prior to the issuance of a permit.

**5.32.080. Revocation of permit or license.**

(a) A permit or license issued under the provisions of this chapter may be revoked by the chief of the department of public safety with the approval of the city manager, if the holder thereof has violated any of the provisions of this chapter, or the laws of the state of California, or the United States, the violation of which reflects unfavorably upon the fitness of the holder of the permit or license to offer a private patrol service, or be employed in offering such service, or has otherwise acted in such a manner as to demonstrate his unfitness to offer such private patrol service, or to be employed in offering such service. Additionally, the permit or license may be revoked if the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

(b) [Text unchanged]



**SECTION 3.** Chapter 5.36 AMENDED. Sections 5.36.050 and 5.36.140 of Chapter 5.36 (Taxicabs) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**5.36.050. Franchise—Application.**

(a) [Text unchanged]  
(b) In addition to the items of information required in subsection (a) of this section, the applicant shall, together with the franchise application, furnish the following:

(1) – (4) [Text unchanged]

(5) A statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

**5.36.140. Franchise revocation.**

(a) The director of public safety, or designee, may revoke the franchise granted under this chapter, if any of the following determinations are made:

(1) – (6) [Text unchanged]

(7) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

(b) – (e) [Text unchanged]

**SECTION 4.** Chapter 9.40 AMENDED. Sections 9.40.040, 9.40.070 and 9.40.100 of Chapter 9.40 (Adult Entertainment Establishments - Licenses) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code are hereby amended to read as follows:

**9.40.040. Adult business license required.**

(a) [Text unchanged]  
(b) A license shall be issued to any applicant who has met all conditions under this chapter and complied with all of the following requirements:

(1) – (4) [Text unchanged]

(5) The applicant has submitted a statement that within the last

five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

(c) [Text unchanged]

#### **9.40.070. Denial of license.**

(a) Within thirty days of receipt of a completed application and payment of fees, the director shall deny an application for a license upon making any of the following findings:

(1) – (4) [Text unchanged]

(5) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

(b) [Text unchanged]

#### **9.40.100. Grounds for suspension or revocation.**

A licensee may be subject to suspension or revocation of a license issued pursuant to this chapter, or be subject to other appropriate disciplinary action, for any of the following grounds arising from the acts or omissions of the licensee, or an employee, agent, partner, director, stockholder, or manager of an adult business:

(a) – (f) [Text unchanged]

(g) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

SECTION 5. Chapter 9.41 AMENDED. Sections 9.41.090, 9.41.110 and 9.41.170 of Chapter 9.41 (Massage Establishments and Professionals) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code are hereby amended to read as follows:

#### **9.41.090. Permit application.**

The owners of the massage establishment shall file an application for a permit on a form provided by the director. The application shall be accompanied by the fee established by the city's fee schedule. The application shall include the following information:

(a) – (m) [Text unchanged]

(n) A statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed.

**9.41.110. Permit denial.**

The director may deny an application for a massage establishment permit on any of the following grounds:

(a) – (k) [Text unchanged]

(l) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed

**9.41.170. Revocation or suspension.**

All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this chapter. Any massage establishment permit issued pursuant to this chapter may be suspended or revoked by the director after a hearing, where the director finds that any of the following have occurred on even a single occasion:

(a) – (k) [Text unchanged]

(l) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is either no pending appeal or the time for filing an appeal has passed and no appeal was filed

**SECTION 6. CEQA - EXEMPTION.** The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15378(b)(5), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project

because of governmental policy making and administrative activity that will not result in direct or indirect changes in the environment.

SECTION 7. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 9. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on \_\_\_\_\_, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
Date of Attestation: \_\_\_\_\_

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# City of Sunnyvale

## Agenda Item

---

18-0219

Agenda Date: 4/10/2018

---

### REPORT TO COUNCIL

#### **SUBJECT**

Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Managers Association (Pay Plan Category M) to Clarify Implementation of the Education Incentive Pay and Adopt a Resolution to Amend the City's Schedule of Pay to Implement that Side Letter by Adding Two New Salary Ranges for Pay Plan Category M

#### **BACKGROUND**

In 2016, the City and Public Safety Managers Association (PSMA) negotiated a Memorandum of Understanding (MOU) effective July 1, 2015 to December 31, 2021. The MOU contains a provision for an education incentive effective July 1, 2016. The incentive is 2.5% in addition to an employee's base hourly rate for possession of a graduate degree from an accredited college or university. The incentive was implemented as a separate pay. In September 2017, PSMA contacted the City and stated that it was their understanding that the incentive would be included on the salary table as part of base pay for eligible employees because a similar education incentive for the Public Safety Officers Association (PSOA) is included in salary table. PSMA requested that implementation of the education incentive be revised in that manner.

#### **EXISTING POLICY**

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

#### **ENVIRONMENTAL REVIEW**

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

#### **DISCUSSION**

To include education incentive on the salary table, two new salary ranges need to be added to the salary table for Captain with graduate degree and Deputy Chief with graduate degree.

During the negotiation process in 2016, PSMA did not explicitly propose to include the education incentive on the salary table. Also, the City also did not explain the intent to implement the education incentive as a separate pay not on the salary table as is done with PSOA.

The parties have agreed to revise implementation of the incentive to include the applicable amounts in base pay on the salary table with a side letter agreement (Attachment 1) as follows:

1. Effective the first pay period following Council approval (April 22, 2018), the salary table will be revised to include pay range 19PSG (Public Safety Captain with Graduate Degree) and 20PSG (Deputy Chief Public Safety with Graduate Degree).
2. Employees currently receiving the educational incentive will be moved to the appropriate pay range.
3. All other provisions of the MOU remain in effect unchanged.

**FISCAL IMPACT**

The methodology of including education incentive pay on the salary table will increase the value of Paid Time Off (PTO), Administrative Leave, and Floating Holiday accruals, and the value of overtime pay for certain reimbursable deployments. Staff estimates that the impact is small due to the small size of PSMA and the small number of employees qualified for the incentive. The total impact is estimated to be approximately \$6,000 per year in additional cost, or roughly \$150,000 over a twenty year period.

**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. Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Manager's Association (Pay Plan Category M) to Clarify Implementation of the Education Incentive Pay and Adopt a Resolution to Amend the City's Schedule of Pay to Implement that Side Letter by Adding Two New Salary Ranges for Pay Plan Category M
2. Do not Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Manager's Association (Pay Plan Category M) and Do Not Adopt a Resolution to Amend the City's Schedule of Pay to Add Two New Salary Ranges for Pay Plan Category M

**STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Manager's Association (Pay Plan Category M) to Clarify Implementation of the Education Incentive Pay and Adopt a Resolution to Amend the City's Schedule of Pay to Implement that Side Letter by Adding Two New Salary Ranges for Pay Plan Category M.

Prepared by: Vienne Choi, Principal Human Resources Analyst

Reviewed by: Anthony Giles, Interim Director, Department of Human Resources

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Side Letter Agreement
2. Salary Table

**SIDE LETTER AGREEMENT  
BETWEEN THE PUBLIC SAFETY MANAGER'S ASSOCIATION  
AND  
THE CITY OF SUNNYVALE**

This side letter is entered into by and between the Public Safety Managers Association (PSMA) and the City of Sunnyvale (City).

**RECITALS**

- A. In 2016, the City and PSMA negotiated a memorandum of understanding (MOU) effective July 1, 2015 – December 31, 2021.
- B. The MOU contains a provision for an education incentive effective July 1, 2016. The incentive is 2.5% in addition to an employee's base hourly rate for possession of a graduate degree from an accredited college or university.
- C. The incentive was implemented as a separate pay and was not included in the base pay ranges on the salary table.
- D. On or about September 20, 2017, PSMA contacted the City and stated that it was their understanding that the incentive would be included on the salary table because a similar education incentive for the Public Safety Officers Association (PSOA) is included in salary tables. PSMA requested that implementation of the Education Incentive be revised in that manner.
- E. The parties have agreed to revise implementation of the incentive to include the applicable amounts in base pay on the salary table, effective the first pay period following City Council approval.

**AGREEMENT**

The City and PSMA hereby agree as follows:

- 1. Effective the first pay period following Council approval (April 22, 2018), the salary table will be revised to include pay range 19PSG (Public Safety Captain with Graduate Degree) and 20PSG (Deputy Chief Public Safety with Graduate Degree).
- 2. Employees currently receiving the educational incentive will be moved to the appropriate pay range.
- 3. All other provisions of the MOU remain in effect unchanged.

Agreed to this \_\_\_\_ day of \_\_\_\_\_ 2018.

FOR THE CITY

FOR THE PUBLIC SAFETY MANAGERS ASSOCIATION

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
Human Resources Director

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION, BY AMENDING THE PAY SCHEDULE TO IMPLEMENT AN EDUCATION INCENTIVE SIDE LETTER BY ADDING TWO NEW SALARY RANGES FOR PUBLIC SAFETY MANAGERS ASSOCIATION (PAY PLAN CATEGORY M)**

WHEREAS, in 2016, the City and Public Safety Managers Association ("PSMA") negotiated a Memorandum of Understanding ("MOU") effective July 1, 2015 to December 31, 2021, which contains a provision for an education incentive of 2.5% of the employee's base hourly rate for possession of a graduate degree from an accredited college or university, effective July 1, 2016; and

WHEREAS, in September 2017, PSMA requested that the education incentive be included on the salary table just as a similar education incentive is included for the Public Safety Officers Association ("PSOA") salary table; and

WHEREAS, based on the PSMA MOU language and the revised implementation of the education incentive as specified in the side letter agreement and described above, the City desires to amend the Schedule of Pay of the Salary Resolution to reflect an education incentive of 2.5% of the employee's base hourly rate for possession of a graduate degree from an accredited college or university for PSMA Pay Plan Category M (pay range: Public Safety Captain with Graduate Degree (19PSG) and Deputy Chief Public Safety with Graduate Degree (20PSG)), effective the first pay period following Council approval, April 22, 2018.

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

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category M, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above shall be effective April 22, 2018.



Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

## City of Sunnyvale Salary Table - PSMA Classifications

Draft Salary Table for PSMA  
Educational Premium Adjustment  
Effective 4/22/2018

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
0341	DEPUTY CHIEF PUBLIC SAFETY	Mgmt-PSMA	E	20PS	188,803					222,121	4/22/2018
0341	DEPUTY CHIEF PUBLIC SAFETY (GRADUATE DEGREE)	Mgmt-PSMA	E	20PSG	193,523					227,674	4/22/2018
0236	PUBLIC SAFETY CAPTAIN	Mgmt-PSMA	E	19PS	168,576					198,324	4/22/2018
0236	PUBLIC SAFETY CAPTAIN (GRADUATE DEGREE)	Mgmt-PSMA	E	19PSG	172,790					203,282	4/22/2018

### Notes

PSMA: Educational Incentive: The employee must provide the Department of Human Resources with notification of the degree to establish the educational incentive.  
Master's Degree - 2.5%

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



# City of Sunnyvale

## Agenda Item

---

**18-0246**

**Agenda Date:** 4/10/2018

---

Tentative Council Meeting Agenda Calendar



# City of Sunnyvale

## Tentative Council Meeting Agenda Calendar

---

### **Monday, April 23, 2018 - City Council**

#### **Public Hearings/General Business**

**18-0360**

### **Tuesday, April 24, 2018 - City Council**

#### **Closed Session**

**18-0340**      5 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

#### **Study Session**

**18-0164**      6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
El Camino Real Corridor Specific Plan - Presentation of Preliminary Development Standards/Design Guidelines

#### **Special Order of the Day**

**18-0291**      SPECIAL ORDER OF THE DAY - Recognition of Sunnyvale Student

**18-0298**      SPECIAL ORDER OF THE DAY - Older Americans Month

#### **Public Hearings/General Business**

**18-0098**      Approve a Pension Trust Fund, Authorize the City Manager to Negotiate and Execute an Agreement with PFM Asset Management, LLC, and U.S. Bank National Association for the Sunnyvale Post-Employment Pension and Retiree Healthcare Benefits Program, and Adopt an Investment Policy Statement for the Pension Trust Fund

**18-0280**      Public Hearing and Adoption of Resolution to Confirm the Annual Report and Levy and Collect an Annual Assessment for the Downtown Sunnyvale Business Improvement District (BID) for Fiscal Year 2018/2019

**18-0328**      Adopt a Resolution Authorizing the Executive Director of the Successor Agency to execute a Deed and all other documents necessary to effectuate the conveyance of real property known as Plaza del Sol to the City of Sunnyvale

---

**Tuesday, May 1, 2018 - City Council****Study Session**

**18-0012**                    6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)  
Board and Commission Interviews

**Tuesday, May 8, 2018 - City Council****Closed Session**

**18-0339**                    6:15 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: Kent Steffens, City Manager; Teri Silva,  
Assistant City Manager, Anthony Giles, Interim Director of Human Resources  
Unrepresented Employee Groups: Unrepresented Management

**Special Order of the Day**

**18-0299**                    SPECIAL ORDER OF THE DAY - Teen Self Esteem Awareness Month

**18-0300**                    SPECIAL ORDER OF THE DAY - Municipal Clerks Week

**18-0307**                    SPECIAL ORDER OF THE DAY - Affordable Housing Week

**Public Hearings/General Business**

**18-0184**                    File #: 2018-7034  
Location: 528 and 510 S. Mathilda Ave. (APNs: 209-29-060 and 061)  
Zoning: DSP (Block 20)  
Proposed Project: Related applications on a 0.72-acre site:  
GENERAL PLAN INITIATION: A request to initiate a General Plan  
Amendment study to change the development standards for Block 20 of the  
Downtown Specific Plan Area to allow the following additional 10,000 square  
feet of office space; increase the height limit to allow 55-feet and five stories;  
and increase the maximum residential units from 51 to 65 units.  
Applicant / Owner: Siliconsage Builders, LLC (applicant and owner)  
Environmental Review: The project is exempt from the California  
Environmental Quality Act (CEQA) Guidelines Section 15378 (a).

**18-0196**                    File #: 2018-7040  
Location: 1050 West Remington Drive (APN: 202-26-007)  
Zoning: P-F  
Proposed Project: General Plan Amendment Initiation to allow rezoning from  
Public Facility (P-F) zoning to Medium Density Residential (R-3) zoning  
district.  
Applicant / Owner: Catalyst Development Partners (applicant) / Church of  
Christ of Sunnyvale (owner)

---

Environmental Review: The project is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a).

**18-0336** Recommend Alternatives for the Caribbean Drive Parking and Trail Access Enhancements Design

**Tuesday, May 15, 2018 - City Council**

**Study Session**

**18-0014** 6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)  
Board and Commission Interviews

**Tuesday, May 22, 2018 - City Council**

**Study Session**

**18-0115** 6:30 P.M. SPECIAL COUNCIL MEETING  
SPECIAL ORDER OF THE DAY - Department of Public Safety Special Awards

**Special Order of the Day**

**18-0272** SPECIAL ORDER OF THE DAY - National Public Works Week

**Public Hearings/General Business**

**18-0015** Appoint Applicants to City Boards and Commissions

**18-0264** Lawrence Station Area Plan Housing Study - Concept Alternatives

**18-0305** Consider Draft 2018 HUD Action Plan

**Friday, May 25, 2018 - City Council**

**Study Session**

**18-0016** 8:30 A.M. SPECIAL COUNCIL MEETING  
Budget Workshop

**Tuesday, June 12, 2018 - City Council**

**Special Order of the Day**

**18-0343** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

**Public Hearings/General Business**

**18-0064** Annual City Council Public Hearing on FY 2018/19 Budget and Resource

---

Allocation Plan and Establishment of Appropriations Limit and Sunnyvale  
Financing Authority Public Hearing on FY 2018/19 Budget

- 18-0210** Adopt a Resolution Calling a General Municipal Election to be Held in the City of Sunnyvale on Tuesday, November 6, 2018 for the Election of Councilmembers to Seats 1, 2 and 3; Requesting Consolidation with the Statewide General Election; and Election Services from the Santa Clara County Board of Supervisors; Providing Regulations for Candidates' Statements and Determining to Levy Costs of Candidates' Statements
- 18-0263** Annual Review of Proposed Fees and Charges for Fiscal Year 2018/19
- 18-0286** File #: 2016-7607  
Location: 445 N. Mary Avenue (APNs:165-32-015)  
Zoning: Peery Park Specific Plan- Innovation Edge  
Proposed Project: Related applications on an 8.42-acre site:  
PEERY PARK SPECIAL DEVELOPMENT PERMIT: to construct a new 4-story office building with two levels of underground parking, 4.5-level parking structure and associated site work and landscaping to an existing campus consisting of 2 4-story office buildings and one 2-level parking deck. The project will result in 100% FAR.  
Environmental Review: Peery Park Consistency Analysis
- 18-0304** Proposed Utility Rate Increases for FY 2018/19 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

**Tuesday, June 26, 2018 - City Council**

**Special Order of the Day**

- 18-0301** SPECIAL ORDER OF THE DAY - Parks and Recreation Month

**Public Hearings/General Business**

- 18-0315** Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility Charges to be placed on the FY 2018/19 County of Santa Clara Property Tax Roll
- 18-0063** City Council Adoption of the FY 2018/19 Budget, Fee Schedule, and Appropriations Limit and Sunnyvale Financing Authority Adoption of the FY 2018/19 Budget
- 18-0265** Accept the Climate Action Plan Biennial Progress Report 2018 and Find that the Action is Exempt from Environmental Review under CEQA Guidelines Section 15378(b)(5)

**Tuesday, July 17, 2018 - City Council**

---

**Closed Session**

**18-0352** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney

**18-0353** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**Public Hearings/General Business**

**18-0019** Agenda items pending- to be scheduled

**Tuesday, July 31, 2018 - City Council****Public Hearings/General Business**

**18-0020** Agenda items pending- to be scheduled

**Tuesday, August 14, 2018 - City Council****Study Session**

**18-0009** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as necessary)

**Public Hearings/General Business**

**18-0185** 2018 2nd Quarterly Consideration of General Plan Amendment Initiation Requests

**18-0289** Updates to the Murphy Station Heritage Landmark District Design Guidelines

**Tuesday, August 28, 2018 - City Council****Public Hearings/General Business**

**18-0010** Appoint Applicants to Boards and Commissions

**Tuesday, September 11, 2018 - City Council****Public Hearings/General Business**

**18-0023** Agenda items pending- to be scheduled

**Tuesday, September 25, 2018 - City Council**



---

**Special Order of the Day**

**18-0302** SPECIAL ORDER OF THE DAY - Arts and Humanities Month

**Public Hearings/General Business**

**18-0024** Agenda items pending- to be scheduled

**Tuesday, October 16, 2018 - City Council**

**Closed Session**

**18-0354** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**Public Hearings/General Business**

**18-0025** Agenda items pending- to be scheduled

**Tuesday, October 30, 2018 - City Council**

**Public Hearings/General Business**

**18-0026** Agenda items pending- to be scheduled

**Tuesday, November 13, 2018 - City Council**

**Public Hearings/General Business**

**18-0186** 2018 3rd Quarterly Consideration of General Plan Amendment Initiation Requests

**Tuesday, November 27, 2018 - City Council**

**Public Hearings/General Business**

**18-0028** Agenda items pending- to be scheduled

**Tuesday, December 4, 2018 - City Council**

**Closed Session**

**18-0357** 5 P.M. Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney  
Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS

---

Agency designated representatives: City Council Compensation Subcommittee  
Unrepresented Employee: City Attorney

**18-0358** 6 P.M. Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager  
Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: City Council Compensation Subcommittee  
Unrepresented Employee: City Manager

**Public Hearings/General Business**

**18-0029** Agenda items pending- to be scheduled

**Tuesday, December 18, 2018 - City Council**

**Closed Session**

**18-0355** 4 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Attorney

**18-0356** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session) held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**Study Session**

**18-0278** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of 2019 Council Intergovernmental Assignments

**18-0279** 6:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Mayor for 2019-2020 and Vice Mayor for 2019

**Public Hearings/General Business**

**18-0030** Agenda items pending- to be scheduled

**Tuesday, January 8, 2019 - City Council**

**Public Hearings/General Business**

**18-0031** Agenda items pending- to be scheduled

---

**Tuesday, January 15, 2019 - City Council**

**Public Hearings/General Business**

**18-0032**                      Agenda items pending- to be scheduled

**Tuesday, January 29, 2019 - City Council**

**Public Hearings/General Business**

**18-0033**                      Agenda items pending- to be scheduled

**Tuesday, February 5, 2019 - City Council**

**Public Hearings/General Business**

**18-0187**                      2018 4th Quarterly Consideration of General Plan Amendment Initiation Requests

**Tuesday, February 26, 2019 - City Council**

**Public Hearings/General Business**

**18-0035**                      Agenda items pending- to be scheduled

**Date to be Determined - City Council**

**Public Hearings/General Business**

**17-0471**                      Eco-district Feasibility and Incentives (Study Issue)

**18-0118**                      Overview of the Consultant's Report for the Department of Public Safety: Comprehensive Community Risk Assessment, Standards of Cover Study, and Station Location and Deployment Study

**18-0181**                      Recommend to City Council First Amendment KemperSports Agreement

**18-0335**                      Adopt a Resolution Authorizing the City Manager to Execute Agreements for Purchase of Certain Real Estate Rights and Acceptance of Easements in Relation to the Fair Oaks Avenue Overhead Bridge Rehabilitation Project

**18-0338**                      Approve the Fiscal Year (FY) 2017/18 Preliminary Engineer's Report for the Downtown Parking District Assessment, Adopt a Resolution of Intention to Levy and Collect an Assessment for the Downtown Parking Maintenance District for FY 2017/18, and Set the Date of July 11, 2017 for the Public Hearing on the Proposed Assessment



# City of Sunnyvale

## Agenda Item

---

**18-0173**

**Agenda Date:** 4/10/2018

---

Information/Action Items

## 2018 INFORMATION/ACTION ITEMS COUNCIL DIRECTIONS TO STAFF

Date Assigned	Directive/Action Required	Dept	Due Date	Completed
2/6/18	Review Caribbean Drive Green Street Demonstration Project for additional safety improvements in the area to address bicycle and pedestrian safety. In addition to the area identified in the Report to Council, look at options to expand. Bring back to Council for action within time frame that will not jeopardize grant funds	DPW	5/8/18	
3/6/18	Work with Councilmember Goldman to provide information on the General Plan Housing Element. (Meeting scheduled with staff for 4/11/18.)	CDD		<b>3/26/18</b>
3/27/18	Schedule discussion with City Manager and County of Santa Clara representatives to determine their strategy on the Cold Weather Shelter. Discussion should occur within the six-month trial period. (Staff prep meeting scheduled for 5/4/18.)	CDD		
3/27/18	Review the Traffic Demand Management program at the building used by Walmart Labs (California Avenue) and include the City Manager in discussions that identify options to solve the problem of non-compliance. Work with City Attorney and bring back update to Council	DPW		
3/27/18	Review AB2500 and determine if a letter of support be prepared for Mayor's signature	OCM		

**2018 NEW STUDY/BUDGET ISSUES  
SPONSORED BY COUNCIL**

<b>Date Requested</b>	<b>Study Issue Title</b>	<b>Sponsors</b>	<b>Dept</b>	<b>Approved by City Manager</b>
	No new Council-sponsored Study Issues.			



# City of Sunnyvale

## Agenda Item

---

**18-0297**

**Agenda Date: 4/10/2018**

---

Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Draft Parks and Recreation Commission

---

Wednesday, March 14, 2018

7:00 PM

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

---

### **CALL TO ORDER**

Chair Kenton called the meeting to order at 7:00 p.m. in the Council Chambers

### **SALUTE TO THE FLAG**

Chair Kenton led the salute to the flag.

### **ROLL CALL**

**Present:** 4 - Chair Ralph Kenton  
Vice Chair Henry Alexander III  
Commissioner Irene Gabashvili  
Commissioner Craig Pasqua  
**Absent:** 1 - Commissioner Daniel McCune

Commissioner McCune (excused)

Council Liaison Larsson (absent)

### **ORAL COMMUNICATIONS**

### **CONSENT CALENDAR**

- 1.A**     [18-0167](#)     Approve the Parks and Recreation Commission Meeting Minutes of December 4, 2017
- 1.B**     [18-0177](#)     Approve the Parks and Recreation Commission Meeting Minutes of January 17, 2018

Vice Chair Alexander III moved and Commissioner Gabashvili seconded to approve the consent calendar as presented. The motion carried by the following vote:

**Yes:** 4 - Chair Kenton  
Vice Chair Alexander III  
Commissioner Gabashvili  
Commissioner Pasqua



**No:** 0

**Absent:** 1 - Commissioner McCune

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**      [17-0544](#)      Review and Consider Recommendation to City Council to Approve a Special Agreement between the City of Sunnyvale and the Sunnyvale Sister City Association

Community Services Coordinator, Alisha Rodrigues, presented the staff report on the proposed special agreement with the City of Sunnyvale and Sunnyvale Sister City Association (SSCA). SSCA, a local non-profit organization focused on expanding the sister city relationship between Sunnyvale and Iizuka and increasing community engagement in Sunnyvale. SSCA has been a key community partner since the beginning of the relationship between the two cities in 2013. Staff answered Commissioners' questions regarding the City of Sunnyvale's current relationship with Sister City, Iizuka, Japan and the operating budget.

Chair Kenton opened for public hearing, and there being no public comments, closed the public hearing.

Commissioner Pasqua moved and Vice Chair Alexander III seconded to recommend to Council Alternative 1: to approve and authorize the City Manager to execute the Special Agreement with Sunnyvale Sister City Association.

The motion carried by the following vote:

**Yes:** 4 -    Chair Kenton  
                 Vice Chair Alexander III  
                 Commissioner Gabashvili  
                 Commissioner Pasqua

**No:** 0

**Absent:** 1 - Commissioner McCune

**3**      [18-0176](#)      Volunteer Program Overview

Community Services Coordinator, Alisha Rodrigues, provided an overview on the City of Sunnyvale's volunteer program noting that the Human Resources Department provides general oversight of all City volunteers. Ms. Rodrigues provided a presentation highlighting volunteers from the Community Services Division. In 2017, the City had 930 active volunteers city-wide with 675 of those volunteers specific to Community Services and completing over 16,000 volunteer hours. Staff also included a list of special events hosted by Community Services and mentioned how valuable volunteers are to these events.

Chair Kenton expressed his appreciation for the volunteer luncheon for the Senior Center volunteers. Staff requested feedback or ideas from the commissioners on recruiting volunteers. Suggestions included:

- Establishing a mentorship program
- Explore company volunteer programs
- Utilizing the service Volunteer Match
- Establishing a community focus group
- Require volunteer hours for City boards and commissions members outside of their meeting dates

Superintendent Stark offered a volunteer opportunity to commissioners to assist with seed planting at the Hands on the Arts event to be held on May 19, 2018.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES****NON-AGENDA ITEMS & COMMENTS****-Commissioner Comments**

**-Staff Comments**

Superintendent Stark noted the following:

- Fair Oaks Park Community Input Meeting is scheduled to be held on March 21, 2018 at 6:30 p.m. at Fair Oaks Park Building
- Suggestion boxes are available throughout the City for community suggestions in the naming of a new City park located at Vale. Suggestions are due April 2. Suggestions will be presented to the Parks and Recreation Commission for recommendation to City Council for a final decision.
- Updated commissioners on the AMD housing project and park including the progress on the Corn Palace.

**INFORMATION ONLY REPORTS/ITEMS****ADJOURNMENT**

Chair Kenton adjourned meeting at 7:54 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Board of Library Trustees

---

Monday, March 5, 2018

7:00 PM

Library Program Room, Sunnyvale Public  
Library, 665 W. Olive Ave., Sunnyvale, CA  
94086

---

#### **CALL TO ORDER**

The meeting was called to order at 7:00 p.m.

#### **ROLL CALL**

**Present:** 4 - Chair Carey Wingyin Lai  
Vice Chair Daniel Bremond  
Board Member Mason Fong  
Board Member Mark Isaak  
**Absent:** 1 - Board Member Tina Hwang

Board Member Fong arrived at 7:08 p.m.  
Council Liaison Klein (present)

#### **PRESENTATION**

##### [18-0216](#) PRESENTATION - Teen Services

Director Bojorquez introduced Teen Librarian Amy Truter. Librarian Truter provided a presentation highlighting the Library's teen programs and events. During the school year, staff provides "Lunchtime Librarian" visits to Sunnyvale Middle School, Columbia Middle School and Fremont High School and afterschool craft programs at Columbia Middle School. During the Summer, teen programs include: sewing classes; learning Henna; learning how to juggle and the Teen Summer Reading Program. In addition, the Library's Teen Volunteer Advisory Board assists staff with planning programs and events such as winter crafts for children and teen "Blind Date with a Book".

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

- 1.A**     [18-0217](#)     Approve the Board of Library Trustees Special Meeting Minutes of January 17, 2018

Vice Chair Bremond moved, and Board Member Isaak seconded, approval of the Board of Library Trustees Minutes of January 17, 2017 as submitted. The motion carried by the following vote:

**Yes:** 3 - Vice Chair Bremond  
Board Member Fong  
Board Member Isaak

**No:** 0

**Absent:** 1 - Board Member Hwang

**Abstain:** 1 - Chair Lai

- 1.B**     [18-0218](#)     Approve the Board of Library Trustees Meeting Minutes of February 5, 2018

Board Member Isaak moved, and Vice Chair Bremond seconded, approval of the Board of Library Trustees Minutes of February 5, 2018 as submitted. The motion carried by the following vote:

**Yes:** 3 - Vice Chair Bremond  
Board Member Fong  
Board Member Isaak

**No:** 0

**Absent:** 1 - Board Member Hwang

**Abstain:** 1 - Chair Lai

## **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**     [18-0226](#)     Overview of Proposed National Library Week Activities

Director Bojorquez reported that National Library Week will be Sunday, April 8 through Saturday, April 14. Board Members were invited to attend the March 27 Council meeting for a Special Order of the Day in honor of National Library Week. An overview of the week's activities was provided and a video highlighting Library services was presented.

Chair Lai opened the public hearing, and there being no public testimonies, closed the public hearing.

**3**      [18-0228](#)      Discussion of Lakewood Branch Library and Learning Center  
Next Steps

Director Bojorquez reported that the Report to Council (RTC) regarding the Branch Library and Learning Center Feasibility Study Findings will be presented to Council at their March 6 meeting. A brief overview of the RTC was provided to the Board. Director Bojorquez also reported that a presentation on the the Lakewood Branch Library and Learning Center was made at the quarterly Neighborhood Associations meeting on February 12. Additional presentations will be made at: 1) the Lakewood Village Neighborhood Association meeting on March 14; and 2) the Sunnyvale Rotary Club meeting on March 27. In addition, a "Community Table" event is scheduled for April 26 at Lakewood Elementary School. This event will be an opportunity for the larger community to provide feedback on the proposed site options.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

None.

**NON-AGENDA ITEMS & COMMENTS**

**-Board Member Comments**

Board Member Fong moved, and Vice Chair Bremond seconded, to add a public hearing item regarding California Library Association Advocacy Issues to a future Board of Library Trustees Meeting. The motion carried by the following vote:

**Yes:** 4 -    Chair Lai  
                 Vice Chair Bremond  
                 Board Member Fong  
                 Board Member Isaak

**No:** 0

**Absent:** 1 -    Board Member Hwang

**-Staff Comments**

Director Bojorquez informed the Board of the following:

- This year's Staff Development Day is scheduled for Columbus Day which is October 8. Library and Community Services will be closed so that all staff may attend this mandatory in-service training day.
- A total of seven Library employees will be attending this year's Public Library Association (PLA) conference which is being held in Philadelphia PA during the week of March 19.

- The ten slots for the Working Scholars Program were filled with unprecedented speed. In other jurisdictions, the pattern has been that the first slot was not filled until one week after the launch. The Sunnyvale slots were all filled within three business days.
- The Library continues its effort to expand library services to north Sunnyvale students through its "Passport to Learning" Virtual Library Card ConnectEd Whitehouse Challenge Program. Over 400 students at San Miguel Elementary School celebrated 100% student participation with an end of the program school celebration with an hour-long bubble making program with Sterling Johnson the "Bubble Smith".
- This year's California Library Association's Day in the District will take place on March 9. Meetings have been scheduled with both Assembly Speaker Pro Tempore Kevin Mullin and Senator Jerry Hill.

**INFORMATION ONLY ITEMS**

None.

**ADJOURNMENT**

The meeting adjourned at 8:42 p.m.