

**Council Meeting: November 18, 2008****SUBJECT: Authorization to Modify an Existing Contract for Fire Protection Engineering Services (F0810-28)****REPORT IN BRIEF**

Approval is requested to modify an existing contract with Hughes Associates, Inc., of Palo Alto for fire protection engineering services by increasing the not to exceed amount from \$150,000 to \$220,000 for the Department of Public Safety.

BACKGROUND

The Department of Public Safety (DPS) is responsible for enforcing the City's Fire Code by reviewing construction permits and contractor shop drawings, conducting site inspections of construction progress, and witnessing contractor testing of fire protection systems. These services are customarily provided by highly specialized Fire Protection Engineers (FPE) and are mainly funded through the operating budget of DPS Program 485- Investigative Services/Fire Prevention and Engineering. All costs associated with FPE services are recovered through Fire Prevention Construction Permit fee revenue.

On a daily basis, an FPE checks building plans and specifications submitted by architects, engineers, contractors and building owners for compliance with fire and life safety ordinances, laws and codes. An FPE often answers questions from City officials, contractors and other interested parties regarding fire and life safety requirements. Additionally, an FPE advises building and fire inspectors on fire and life safety problems arising in the field during construction.

DISCUSSION

Over the past several years, a favorable business climate resulted in a high volume of development permit activity throughout the City, including but not limited to the Town Center redevelopment project, the Moffett Towers project, and a large number of industrial to residential conversions. Concurrently, the Fire Protection and Engineering Division experienced a corresponding increase in the demand for services. Since 2007, efforts to meet these service demands have been compromised by unanticipated/ongoing staffing vacancies in the Fire Protection and Engineering Division and compounded by difficulties in hiring replacement staff.

In order to keep up with the increased demand for FPE services, it was necessary to contract with three firms which specialize in fire protection and engineering. These firms are Hughes Associates (one agreement for citywide building activity and a developer pass-through agreement for Moffett Towers), Fire Code Consultants LLC (a developer pass-through agreement for tenant improvement projects) and ESH Consultants (Sunnyvale Town Center). It should be noted that the agreement with ESH Consultants was modified by Council on October 14, 2008 in order complete required FPE work associated with the Town Center redevelopment project.

Given the critical nature of FPE services, the City entered into an interim contract with Hughes Associates in early September 2007 under the City Manager's contract award authority (in the amount of \$50,000), which was subsequently increased with Council approval to \$150,000 (RTC No. 07-310). As a specialized professional service, the contract was exempt from the City's competitive bidding requirements (Sunnyvale Municipal Code Section 2.08.070(b)).

Due to the exigencies associated with timely processing of building permits and site inspections, expenditures under this agreement were encumbered by an additional \$70,000 in order to meet service demands between July and early October 2008, and Council approval is now necessary to increase the not-to-exceed amount of the contract in order to make the additional payments.

Based on the anticipated filling of an existing vacancy in the Fire Protection and Engineering Division, coupled with a projected decrease in FPE service demands in the coming months, staff does not anticipate further need for contracted FPE services through Hughes Associates at this time.

FISCAL IMPACT

Council approval increases the not-to-exceed amount of the Hughes Associates contract by \$70,000. All costs for Fire Protection Engineering services are covered by Fire Prevention Construction Permit fee revenue.

RECOMMENDATION

It is recommended that Council modify an existing contract with Hughes Associates, Inc., in substantially the same form as the attached Agreement Amendment, by increasing the not-to-exceed amount from \$150,000 to \$220,000.

Reviewed by:

Mary J. Bradley, Director of Finance
Prepared by: Pete Gonda, Senior Management Analyst
Prepared by: Douglas Moretto, Captain, Public Safety

Reviewed by:

Don Johnson
Director, Public Safety

Approved by:

Amy Chan
City Manager

Attachments

- A. Draft Agreement Amendment
- B. Consultant Services Agreement

DRAFT

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND HUGHES ASSOCIATES, INC.,
FOR FIRE PROTECTION ENGINEERING SERVICES**

This Second Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and HUGHES ASSOCIATES, INC., a California corporation ("CONSULTANT").

WHEREAS, on September 27, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide fire protection engineering services; and

WHEREAS, on October 16, 2007, CITY and CONSULTANT entered into an Amendment to Service Agreement which increased the total compensation not to exceed amount to \$150,000; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

4. Compensation. Replace the first two sentences of Section 4 and replace them with the following:

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "A" attached and incorporated by reference. Total compensation shall not exceed Two Hundred Twenty Thousand and no/100 Dollars (\$220,000).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

HUGHES ASSOCIATES, INC.
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT ORIGINAL

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND HUGHES ASSOCIATES, INC.,
FOR FIRE PROTECTION ENGINEERING SERVICES**

This Amendment to Consultant Services Agreement, dated 10-16-07, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and HUGHES ASSOCIATES, INC., a California corporation ("CONSULTANT").

WHEREAS, on September 7, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide fire protection engineering services; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

4. Compensation. Replace the first two sentences of Section 4 and replace them with the following:

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "A" attached and incorporated by reference. Total compensation shall not exceed One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:
By [Signature]
City Clerk

CITY OF SUNNYVALE ("CITY")
By [Signature]
City Manager

APPROVED AS TO FORM:
By [Signature]
City Attorney

HUGHES ASSOCIATES, INC.
("CONSULTANT")
By [Signature]
PHILIP J. Di NENNO, PRESIDENT
Name and Title

By [Signature]
R. BRITT NOONE, CONTRACTS MGR.
Name and Title

CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND HUGHES ASSOCIATES, INC.,
FOR FIRE PROTECTION ENGINEERING SERVICES

PURCHASING

THIS AGREEMENT dated 9-18-07 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HUGHES ASSOCIATES, INC., a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of fire protection engineering services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide qualified individuals to provide services in accordance with Exhibit "A" attached and incorporated by reference. Each individual performing services under this Agreement shall be approved by CITY in advance.

2. Time for Performance

The term of this Agreement shall be one year, beginning September 4, 2007, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

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

CITY shall also provide a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility. However, CONSULTANT shall not use CITY's vehicles.

4. Compensation

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "A" attached and incorporated by reference. Total compensation shall not exceed Fifty Thousand and no/100 Dollars (\$50,000.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

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

6. Conflict of Interest

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

Pursuant to CITY's Standard Conflict of Interest Code (Exhibit "B") attached and incorporated by reference, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700) which can be found at www.fppc.ca.gov.

7. Confidential Information

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

8. Compliance with Laws

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

9. Independent Contractor

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

10. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Insurance

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

12. CITY Representative

Jeff Schlesinger, Fire Marshal, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Daniel K. Kaiser, P.E., shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

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

To CITY: Jeff Schlesinger, Fire Marshal
 Department of Public Safety
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: Daniel K. Kaiser, P.E.
 HUGHES ASSOCIATES, INC.
 2225 E. Bayshore Rd., Suite 241
 Palo alto CA 94303-3220

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or 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 two 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.

15. Assignment

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

16. Termination

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. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

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.

17. Entire Agreement; Amendment

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

18. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

HUGHES ASSOCIATES, INC.
("CONSULTANT")

By Elaine Wesley
Purchasing Officer

By Philip J. Dinendo

APPROVED AS TO FORM:

PHILIP J. DINENDO, PRESIDENT
Name and Title

By Ronald R.
City Attorney

By R. Britt Noone

R. BRITT NOONE, CONTRACTS MGR.
Name and Title



HUGHES ASSOCIATES, INC.
FIRE SCIENCE & ENGINEERING

2225 E. Bayshore Road
Suite 241
Palo Alto, CA 94303-3220
Ph: 650-903-5000

August 28, 2007

Jeff Schlesinger, Sunnyvale Fire Marshal
Sunnyvale Public Safety Department
P.O. Box 3707
Sunnyvale, CA 94088-3707

Regarding: Hughes Associates, Inc.
Fire Protection Engineering Services for City of Sunnyvale

Dear Jeff:

We have prepared this proposal at the request of the city of Sunnyvale (Client), for Hughes Associates, Inc. (HAI) to provide fire protection engineering and consulting services for the City of Sunnyvale Department of Public Safety. The scope of work is to provide Fire Department reviews of construction permits and contractor shop drawings, inspections, and witness testing of fire protection systems. The review of permits and shop drawings may occur in the City's facilities as available or at HAI's offices. The following section includes the detailed scope of services for the project.

SCOPE OF SERVICES

1. Provide the services of registered fire protection engineers to work on the behalf of the City. All work conducted will be in accordance with the City of Sunnyvale Municipal Code and their accepted standards and under the direction of the Fire Marshal.
2. Provide reviews of contractor shop drawing and calculations for fire protection submittals.
3. Provide Fire Department review of Construction Permits.
4. Provide inspection and witness contractor testing of fire protection systems.
5. Provide consultation and site inspection of construction progress of fire protection systems as requested.
6. Provide necessary oversight for quality of work performed by HAI personnel.

FEES

HAI will perform the scope of services on a time and expense basis based on the individual billing rates of personnel. The anticipated level of effort is initially expected to be 24 to 40 hours per week. This may be adjusted depending on the City's needs and availability of HAI personnel to perform the work.

The engineers anticipated to perform the work and their billing rates per hour are as follows:

Daniel K. Kaiser	\$170
Robert Wheeler	\$200
Sagiv Weiss-Ishai	\$120

The anticipated fee of a six month period is 130,000.00 (one hundred thirty thousand dollars). This is based on 32 hours per week at an average rate of \$170 per hour.

CLIENT RESPONSIBILITIES

The budget and Scope of Services is based on Client providing the following to HAI in a timely manner:

1. Hard copy drawings of the permit drawings.
2. Access to the site and facilities.

TERMS AND CONDITIONS

1. Reimbursable expenses are included in the fees.
2. The terms of this proposal remain valid for 60 days from the date of this proposal.
3. HAI invoices are due upon receipt. Accounts unpaid for 45 days are subject to a 1.5 percent per month service charge. Accounts unpaid for 75 days will be a cause for HAI to suspend all performance under this Agreement upon a 14 day written notice unless payment in full is received within 14 days from the date of the written notice. In the event of a suspension of services, HAI shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services of nonpayment. Acceptance by HAI of any payment more than 75 days old shall not serve as a waiver of HAI's contractual right to suspend service for nonpayment.
4. HAI reserves the right to assign personnel on an "as available" basis with the approval of the Fire Department.
5. By executing this proposal, the Client has read all of the terms and conditions of this proposal and fully understands their contents. The execution of this proposal confirms the Client's understanding and acceptance of those terms.

ACCEPTANCE

To indicate acceptance and authorize initiation of services, please return one countersigned original of this agreement to Hughes Associates, Inc., 2225 E. Bayshore Road, Palo Alto, CA 94303-3220.

HUGHES ASSOCIATES, INC.

Prepared by:



Daniel K. Kaiser, P.E.

Accepted by City of Sunnyvale:

Signature: _____

Name: _____

Title: _____

Date: _____

City of Sunnyvale Fire Protection Services
Sunnyvale California

HOURLY RATE SCHEDULE - Standard
(through March, 2008)

Senior Engineer I	\$155.00 - 200.00
Senior Engineer II	\$120.00 - 155.00
Engineer I	\$110.00 - 120.00
Engineer II	\$100.00 - 110.00
Junior Engineer	\$ 95.00
CAD/Drafting Services	\$ 75.00
Technician	\$ 65.00
Administrative Services	\$ 55.00

Policy 7.3.7 Standard Conflict of Interest Code

POLICY PURPOSE:

The purpose of this policy is to establish procedures developed in compliance with the terms of the Political Reform Act and related regulations concerning the adoption of Conflict of Interest Codes.

POLICY STATEMENT:

The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Political Reform Act; these provisions are incorporated by reference as the City's Conflict of Interest Code. The standard Conflict of Interest Code requires a list of City positions subject to its provisions, and these are found in Appendix A. City Councilmembers, Planning Commissioners, City Managers, City Treasurers and City Attorneys are treated separately under the Political Reform Act and are not listed in the Appendix as designated employees. The persons holding positions listed in Appendix A are designated employees. Members of the Board of Building Code Appeals and the Heritage Preservation Commission also have been designated in the Conflict of Interest Code. It has been determined that these persons make or participate in making decisions which may have an effect on financial issues. The disclosure categories they must file under are set forth following the list of positions.

In accord with Government Code Section 87306.5, the Conflict of Interest Code is reviewed in even-numbered years and Appendix A is updated, if necessary.

All designated employees and certain Board and Commission members shall file Statements of Economic Interests, on forms required by the Fair Political Practices Commission, with the City Clerk no later than April 1 of each calendar year.

(Adopted: RTC 91-3CA (2/29/1991); Amended: 92-265 (6/9/1992), 94-351 (6/14/1994), 96-386 (10/1/1996), 98-326 (9/22/1998), 00-307 (9/12/2000), 02-415 (10/22/2002), 04-342 (9/28/2004); (Clerical/clarity update, Policy Update Project 7/2005))

Lead Department: Office of the City Manager

COUNCIL POLICY MANUAL

Appendix A
 CITY OF SUNNYVALE CONFLICT OF INTEREST CODE
DESIGNATED CITY POSITIONS REQUIRED TO FILE
 (Pursuant to Resolution No. 136-04)

Position:	Disclosure Category:
Accountant (Treasury)	1
Administrative Assistant	1
Administrative Librarian	1
Administrative Services Manager	1
Administrative /Services Manager (Revenue)	1
Assistant Buyer	2
Assistant City Attorney	1
Assistant City Engineer	1
Assistant City Manager	1
Assistant Director of Public Safety	1
Assistant Director of Public Works/City Engineer	1
Assistant to the City Manager	1
Assistant to the Director of Parks and Recreation	1
Assistant Planner	1
Associate Planner	1
Building Inspector/Coordinator	1
Buyer	1
Child Care Manager	1
City Clerk	1
City Property Administrator	1
Civil Engineer	1
Columbia Neighborhood Services Center Manager	1
Communications Officer	1
Deputy City Attorney	1
Deputy City Clerk	1
Deputy City Manager	1
Deputy Communications Officer	1
Director of Community Development	1
Director of Employment Development	1
Director of Human Resources	1
Director of Information Technology	1
Director of Libraries	1
Director of Parks and Recreation	1
Director of Public Safety	1
Director of Public Works	1
Economic Development Manager	1
Employment Training Manager	1
Environmental Division Manager	1

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Position:	Disclosure Category:
Environmental Engineering Coordinator	2
Finance Manager	1
Fire Prevention Inspectors	3
Fleet Manager	2
Golf Operations Supervisor	2
Hazardous Materials Coordinator	3
Hazardous Materials Inspector	3
Housing & Neighborhood Preservation Manager	1
Housing Officer	1
Human Resources Manager	1
Human Resources Supervisor	2
Industrial Waste Inspector	3
Leisure Services Manager	1
Manager, Applications Development	1
Manager, Bureau of Technical Services	1
Manager of Business Operations	2
Manager, Information Technology Services	1
Manager of Job Seeker Services	1
Management Analyst/Budget	2
Management Analyst/Human Resources	2
Management Analyst/Organizational Effectiveness	1
Neighborhood and Community Services Manager	1
Operations Manager	3
Parks Supervisor	3
Permit Technician	1
Plan Check Engineer	1
Planning Officer	1
Principal Planner	1
Program Quality & Operations Manager	2
Public Safety Captain I	1
Public Safety Captain II	1
Public Works Construction Inspector	3
Public Works Supervisor	1
Recreation Supervisor	3
Recycled Water Coordinator	2
Recycling Supervisor	1
Revenue Systems Supervisor	1
Risk & Insurance Manager	1
Senior Accountant	2
Senior Assistant City Attorney	1
Senior Building Inspector/Coordinator	1
Senior Buyer	1
Senior Engineer	1
Senior Finance Manager	1
Senior Industrial Waste Inspector	1

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Position:	Disclosure Category:
Senior Construction Inspector/Coordinator	1
Senior Management Analyst	1
Senior Management Analyst/Organizational Effectiveness	1
Senior Planner	1
Senior Traffic Engineer	2
Senior Transportation Planner	2
Solid Waste Contract Administrator	2
Solid Waste Program Manager	1
Superintendent of Building Inspection	1
Superintendent of Building Maintenance	1
Superintendent of Cultural Arts	1
Superintendent of Field Services	1
Superintendent of Parks	1
Superintendent of Trees & Landscape	1
Supervising Librarian	1
Transportation and Traffic Manager	1
Urban Landscape Supervisors	3
Volunteer Services Manager	1
Water Pollution Control Lab and Pretreatment Manager	1
Water Pollution Control Maintenance & Facility Manager	1
Water Pollution Control Operations Manager	1
Youth and Family Services Manager	1
Consultants*	1
Designated Appointees:	
Member, Board of Building Code of Appeals	1
Member, Heritage Preservation Commission	1

* Consultants are included in the list of designated employees and shall disclose pursuant to Category 1 subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

Category 1. A designated employee in this category must report all investments, interests in real property owned in the City of Sunnyvale, income and business entities in which he or she is a director, officer, partner, trustee, employee or holds any position of management.

COUNCIL POLICY MANUAL

Category 2. A designated employee in this category must report income and business entities in which he or she has an investment or is a director, officer, partner, trustee, employee or holds any position of management, if the business entity or source of income is of the type which has done business with the City of Sunnyvale within the previous two years.

Category 3. A designated employee in this category must report income and business entities in which he or she has an investment or is a director, officer, partner, trustee, employee or holds any position of management, if the business entity or source of income is of the type which within the previous two years has provided services, equipment, lease space, materials or supplies to the City.

EXHIBIT "C"
INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the Agreement **Workers' Compensation** insurance coverage to statutory limits as may be required by law.

CONSULTANT shall take out and maintain during the life of the Agreement **Professional Liability Insurance** in the amount of \$1,000,000.

CONSULTANT shall take out and maintain during the life of the Agreement such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the Agreement, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5,000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- "CITY, its officers, officials, employees and volunteers" must be named as an additional named insured with respect to the services being performed under the Agreement. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.