

**Council Meeting: December 16, 2008****SUBJECT: Authorization to Amend Three (3) Existing Contracts for On-Call Plan Review and Inspection Services****REPORT IN BRIEF**

Authorization is requested to amend three existing two-year contracts for on-call plan review and inspection services with CSG Consultants, Inc., of San Mateo; 4Leaf, Inc., of Pleasanton, and Shums Coda Associates of Pleasanton. Each two-year contract is valid from July 2007 to July 2009 with a maximum expenditure of \$400,000. Staff recommends modifying these contracts to eliminate the specific expenditure limit for each contract in favor of an aggregate not-to-exceed amount of \$1.2 million, equal to the current aggregated total of the three contracts. No additional funds are requested.

**BACKGROUND**

The Building Safety Division has been experiencing staff vacancies during a time of high construction activity due to numerous large construction projects, including those associated with the downtown redevelopment. As a result, in July 2007, Community Development Department staff contacted six companies that provide building inspection and plan checking services throughout the Bay Area and asked them to submit resumes of qualified individuals within their firms who would be available to assist the City in providing plan review and building inspection services. More than twenty resumes were received. Staff interviewed approximately ten individuals and selected four: two from CSG Consultants, one from 4Leaf, Inc. and one from Shums Coda Associates. Contracts were issued to all three companies under the City Manager's contract award authority of \$50,000 and subsequently increased by Council to a maximum of \$200,000 each (awarded December 18, 2007, RTC# 07-418). This action was necessary in order to maintain service levels due to a combination of high work load and staffing vacancies. In July 2008, Council amended/extended each contract to two years with a maximum of \$400,000 (awarded on July 15, 2008, RTC# 08-219).

## **DISCUSSION**

The services under the modified contracts would continue to include, but are not limited to:

- Reviewing plans, specifications, and structural calculations submitted for residential, commercial and industrial developments to insure compliance with all building codes, ordinances and regulations.
- Advising engineers, architects and others about code requirements, engineering and planning problems arising in the preliminary design of buildings and structures.
- Ensuring safe construction of buildings, based on structural adequacy and compliance with building codes.
- Issuing building permits and other construction-related permits (electrical, plumbing, mechanical, etc.) and issuing certificates of occupancy.
- Performing field inspections of building construction, plumbing, mechanical and electrical installations in residential and commercial buildings to verify compliance with applicable building, plumbing, electrical and mechanical codes.

The Building Safety Division is in need of these contract services for building plan check and inspections for three reasons:

1. The City is experiencing a high rate of plan checking and inspection requests. Current staffing is insufficient to keep up with the demand and still meet the City's service standards.
2. The increased workload is expected to remain above average through FY 2008/2009 as large projects continue construction and more are currently in the plan review process, especially Town Center redevelopment.
3. Contract services will help bridge the gap until permanent employees can be hired to fill the current vacancies.

The current contracts with CSG Consultants, 4Leaf, Inc. and Shums Coda Associates established maximum expenditure limits of \$400,000 for each contract. Approximately \$334,000 has been paid to CSG Consultants, \$175,000 to 4 Leaf, Inc., and \$267,000 to Shums Coda Associates through

December 5, 2008. Expenditures are higher for the CSG Consultants contract as two individuals have been providing services under that contract. The 4Leaf, Inc. and Shums Coda Associates contracts are not expected to reach the expenditure limit. However, due to the nature of contract employees, individuals currently providing services may leave for another assignment and staff may need to find replacement contract staffing from a different consultant during the extent of the contracts. Therefore, staff is recommending modifying the three existing contracts to limit the aggregate expenditure for all three contracts, rather than specific limits for each. This would provide the flexibility to find any necessary replacement contract staff from any of the three firms.

### **FISCAL IMPACT**

Staff recommends authorizing aggregate expenditures under all three contracts for an amount not to exceed \$1.2 million for the two-year period July 2007 to July 2009. The total expenditure previously approved by Council will not be increased, rather it will be aggregated over the three contracts. This will allow staff to meet the City's need for plan review and inspection services, which includes work related to Downtown renovation.

Staff is not requesting an increase in authorized expenditures for the Building Safety Division. These contracts allow a total potential expenditure of \$600,000 in FY 2008/2009 (as \$600,000 was expended in FY 2007/2008, the first year of the contracts; \$400,000 is available in contract appropriations for FY 2008/2009). The Construction Permitting Program 243 also has budgeted full-time and casual positions that are vacant, which will allow the Building Safety Division to absorb any contract expenses over the budgeted \$400,000 that are necessary to maintain service levels.

This recommendation takes into consideration that even though a total of \$600,000 in possible expenditures would continue to be authorized for FY 2008/2009, the Community Development Department Building Safety Division is limited to spend only the amount of its current resource appropriation.

### **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 Web site.

**RECOMMENDATION**

It is recommended that Council authorize modifications to an existing contract with CSG Consultants, Inc., 4Leaf, Inc., and Shums Coda Associates, in substantially the same form as the attached drafts, with aggregate expenditures of \$1.2 million through July 26, 2009.

Reviewed by:

Mary J. Bradley, Director, Finance

Prepared by: Ali Fatapour, Chief Building Official

Prepared by: Pete Gonda, Senior Management Analyst, Finance

Reviewed by:

Hanson Hom

Director, Community Development

Approved by:

Gary Luebbbers

City Manager

**ATTACHMENTS**

1. Third Amendment, Consulting Services Agreement CSG Consultants, Inc.
2. Third Amendment, Consulting Services Agreement 4Leaf, Inc.
3. Third Amendment, Consulting Services Agreement Shums Coda Associates

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND CSG CONSULTANTS, INC.,  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Third Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and CSG CONSULTANTS, INC., a California corporation ("CONSULTANT").

WHEREAS, on July 27, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection services; and

WHEREAS, on January 8, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$50,000.00 to \$200,000.00; and

WHEREAS, on July 25, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$200,000.00 to \$400,000.00 and increase the term of the Agreement to two (2) years; and

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

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

Section 4. Compensation: Delete the first two sentences and replace with the following:

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "A" attached and incorporated by reference, subject to any not to exceed amounts specified in CITY Purchase Orders issued in conjunction or subsequent to this Agreement.

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

CSG CONSULTANTS, INC.  
("CONSULTANT")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND CSG CONSULTANTS, INC.,  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Second Amendment to Consultant Services Agreement, dated July 25 2008, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and CSG CONSULTANTS, INC., a California corporation ("CONSULTANT").

WHEREAS, on July 27, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection services; and

WHEREAS, on January 8, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$50,000.00 to \$200,000.00; and

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

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

Section 2. Time for Performance: Delete section and replace it with the following;

The term of this Agreement shall be for two (2) years, beginning the date of Agreement execution, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

Section 4. Compensation: Delete the first two sentences and replace with the following:

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit 'A' attached and incorporated by reference. Total compensation for the two (2) year Agreement shall not exceed Four Hundred Thousand and No/100 Dollars (\$400,000.00).

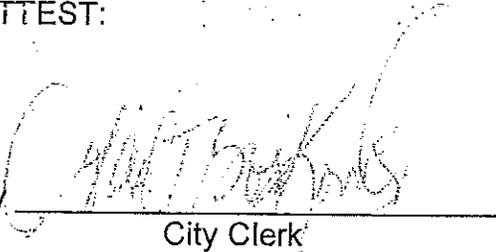
All other terms and conditions remain unchanged.

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

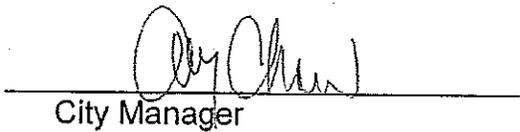
ATTEST:

CITY OF SUNNYVALE ("CITY")

By

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

By

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

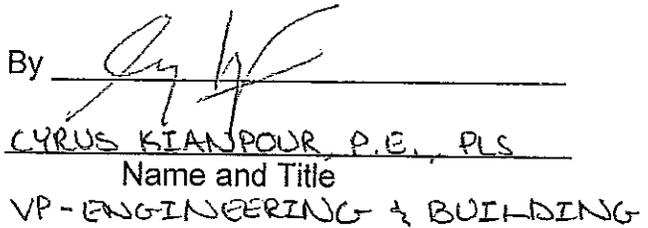
APPROVED AS TO FORM:

CSG CONSULTANTS, INC.  
("CONSULTANT")

By

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

By

  
\_\_\_\_\_  
CYRUS KIANPOUR, P.E., PLS  
Name and Title  
VP - ENGINEERING & BUILDING

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**AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND CSG CONSULTANTS, INC.,  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Amendment to Consultant Services Agreement, dated January 8, 2008, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and CSG CONSULTANTS, INC., a California corporation ("CONSULTANT").

WHEREAS, on July 27, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection 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:

Section 4. Compensation – Delete the first two sentences 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 Thousand and no/100 Dollars (\$200,000.00).

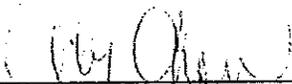
All other terms and conditions remain unchanged.

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

ATTEST:

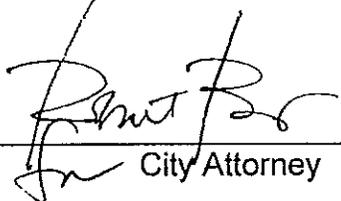
CITY OF SUNNYVALE ("CITY")

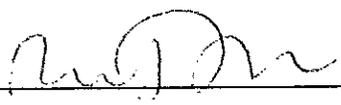
By   
City Clerk

By   
City Manager

APPROVED AS TO FORM:

CSG CONSULTANTS, INC. ("CONSULTANT")

By   
City Attorney

By   
RICHARD MAYO, PRESIDENT  
Name and Title

By   
Frances D. O'Sullivan, v.p. Finance, Asst Sec  
Name and Title

**CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND CSG CONSULTANTS  
FOR PLAN REVIEW AND INSPECTION SERVICES**

THIS AGREEMENT dated July 27, 2007 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CSG CONSULTANTS, a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to building plan review and inspection 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 building inspection and building plan review services, as needed. 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 the date of Agreement execution, 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](http://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

Ali Fatapour, Chief Building Official, 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

Tom Shih 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: Ali Fatapour, Chief Building Official  
Department of Community Development  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Tom Shih  
CSG CONSULTANTS  
1700 South Amphlett Blvd., Third Floor  
San Mateo CA 94402

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")

CSG CONSULTANTS ("CONSULTANT")

By *Glenn Wesley*  
Purchasing Officer

By *Albert Salvador*

APPROVED AS TO FORM:

*ALBERT SALVADOR* VP BLDG & FIRE  
Name and Title LIFE SAFETY

By *[Signature]*  
City Attorney

By *[Signature]*

*RICHARD MAXO, PRESIDENT*  
Name and Title

## Building and Fire Plan Review &amp; Inspection Services

CSG invoices on the first of every month for services rendered during the previous month. The fee schedules are as follows:

**Building Plan Review Fee Schedule**

Plan Review (includes initial and 2 resubmittals; additional resubmittals will be charged at the hourly rate as shown)	75% of City collected plan check fee*
Structural Plan Review Only	55% of the City collected plan review fee*
Non-Structural Plan Review Only	55% of the City collected plan review fee*
Accelerated/Expedited Plan Review	90% of the City collected plan review fee (\$200.00 minimum)
Repeat Plans	15% of the City collected plan review fee for each repetitive building after initial plan review at the regular rate
For supplemental plan review by the hour including over the counter plan check or services other than plan review	\$105.00 per hour

CSG does not charge additional fees for:

1. Plan reviews of system drawings for compliance with applicable plumbing, mechanical or electrical codes;
2. Review for compliance with State energy and disabled access regulations if these plans were a part of the original application.

Should a project's scope of work change or circumstances develop that will require special handling, we will notify the City prior to proceeding.

\*For minor plan review where the fee collected does not cover the minimum costs to process such applications, fees will be negotiated separately with the City's project manager. The fee for servicing these applications will be by the above quoted hourly rate upon City approval.

**Building Inspection Fee Schedule\***

Weekdays	\$90.00 per hour w/city vehicle
	\$95.00 per hour w/CSG vehicle
Weekends	\$97.50 per hour (4-hour minimum)

\*4 hr. minimum per request (beyond 4hrs. billed at 8 hrs.)

**Fire Plan Review & Inspection Fee Schedule**

Fire Plan Check Fees	\$105.00 per hour
Additional Services	\$105.00 per hour

City of Sunnyvale  
Building and Fire Plan Review & Inspection Services

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**Building Plan Review Fee Schedule**

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\*For minor plan review where the fee collected does not cover the minimum costs to process such applications, fees will be negotiated separately with the City's project manager. The fee for servicing these applications will be by the above quoted hourly rate upon City approval.

**Building Inspection Fee Schedule\***

Weekdays	\$90.00 per hour w/city vehicle \$95.00 per hour w/CSG vehicle
Weekends	\$97.50 per hour (4-hour minimum)

\*4 hr. minimum per request (beyond 4hrs. billed at 8 hrs.)

**Fire Plan Review & Inspection Fee Schedule**

Fire Plan Check Fees	\$105.00 per hour
Additional Services	\$105.00 per hour

## **Policy 7.3.7      Standard Conflict of Interest Code**

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### **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

COUNCIL POLICY MANUAL

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

COUNCIL POLICY MANUAL

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.

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND 4LEAF, INC.  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Third Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and 4LEAF, INC., a California corporation ("CONSULTANT").

WHEREAS, on July 11, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection services; and

WHEREAS, on January 8, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$50,000.00 to \$200,000.00; and

WHEREAS, on July 22, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$200,000.00 to \$400,000.00 and increase the term of the Agreement to two (2) years; and

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

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

Section 4. Compensation: Delete the first two sentences and replace with the following:

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "A" attached and incorporated by reference, subject to any not to exceed amounts specified in CITY Purchase Orders issued in conjunction or subsequent to this Agreement.

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

4LEAF, INC.  
("CONSULTANT")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND 4LEAF, INC.,  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Second Amendment to Consultant Services Agreement, dated July 22, 2008, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and 4LEAF, INC., a California corporation ("CONSULTANT").

WHEREAS, on July 11, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection services; and

WHEREAS, on January 8, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$50,000.00 to \$200,000.00; and

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

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

Section 2. Time for Performance: Delete section and replace it with the following;

The term of this Agreement shall be for two (2) years, beginning the date of Agreement execution, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

Section 4. Compensation: Delete the first two sentences and replace with the following:

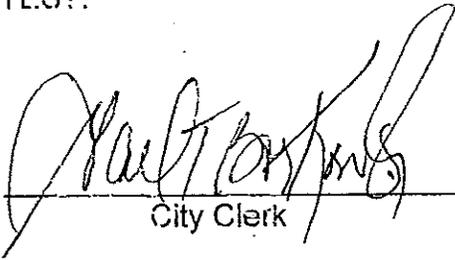
CITY agrees to pay CONSULTANT at the rates set forth in Exhibit 'A' attached and incorporated by reference. Total compensation for the two (2) year Agreement shall not exceed Four Hundred Thousand and No/100 Dollars (\$400,000.00).

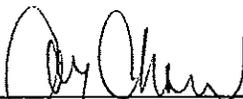
All other terms and conditions remain unchanged.

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

ATTEST:

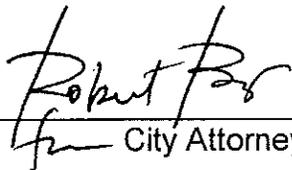
CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

4LEAF, INC.  
("CONSULTANT")

By  \_\_\_\_\_  
for City Attorney

By  \_\_\_\_\_  
KEVIN J. DILLON, PRESIDENT  
Name and Title

AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND 4LEAF, INC.,  
FOR PLAN REVIEW AND INSPECTION SERVICES

This Amendment to Consultant Services Agreement, dated January 8, 2008, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and 4LEAF, INC., a California corporation ("CONSULTANT").

WHEREAS, on July 11, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection 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:

Section 4. Compensation – Delete the first two sentences 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 Thousand and no/100 Dollars (\$200,000.00).

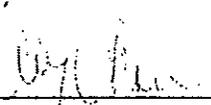
All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

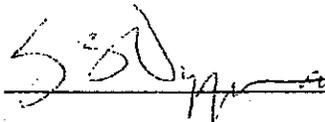
By   
City Clerk

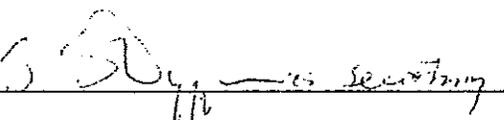
By   
City Manager

APPROVED AS TO FORM:

4LEAF, INC. ("CONSULTANT")

By   
City Attorney

By  President of 4LEAF  
KEVIN DUGAN, PRESIDENT  
Name and Title

By  Secretary  
KEVIN DUGAN, SECRETARY  
Name and Title

**CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND 4LEAF, INC.,  
FOR PLAN REVIEW AND INSPECTION SERVICES**

THIS AGREEMENT dated July 11, 2007 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and 4LEAF, INC., a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to building plan review and inspection 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 building inspection and building plan review services, as needed. 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 the date of Agreement execution, 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](http://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

Ali Fatapour, Chief Building Official, 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

Craig Tole 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: Ali Fatapour, Chief Building Official  
Department of Community Development  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Craig Tole, Business Development  
4LEAF, INC.  
2110 Rheem Drive, Suite A  
Pleasanton CA 94588

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. 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")

4LEAF, INC. ("CONSULTANT")

By Glance Wesley  
Purchasing Officer

By [Signature]  
[Signature] is president

APPROVED AS TO FORM:

KEVIN DUGGAN, PRESIDENT  
Name and Title

By [Signature]  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title



## Schedule of Charges

Building Inspector (Training, Apprentice, if required).....	\$72/hour
Combination Building Inspector.....	\$80/hour
Senior Combination Building Inspector.....	\$95/hour
Permit Technician .....	\$55/hour
Fire Inspection and Plan Review.....	\$90/hour
Non-Structural/On-site Over the Counter Plan Review.....	\$85/hour
Structural Plan Review.....	\$120/hour
Temporary Building Official.....	\$125/hour
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage Reimbursements.....	Cost + 20%

### General Assumptions:

Projects that require prevailing wage staff (tax funded capital improvement projects) will require the Senior Combination Building Inspector rate.

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

All work is subject to 4 hour minimum charges unless stated otherwise.

## Policy 7.3.7 Standard Conflict of Interest Code

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### 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

COUNCIL POLICY MANUAL

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

COUNCIL POLICY MANUAL

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.

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND SHUMS CODA ASSOCIATES  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Third Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and SHUMS CODA ASSOCIATES, a California corporation ("CONSULTANT").

WHEREAS, on July 11, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection services; and

WHEREAS, on January 8, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$50,000.00 to \$200,000.00; and

WHEREAS, on July 22, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$200,000.00 to \$400,000.00 and increase the term of the Agreement to two (2) years; and

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

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

Section 4. Compensation: Delete the first two sentences and replace with the following:

CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "A" attached and incorporated by reference, subject to any not to exceed amounts specified in CITY Purchase Orders issued in conjunction or subsequent to this Agreement.

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

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

APPROVED AS TO FORM:

SHUMS CODA ASSOCIATES  
("CONSULTANT")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND SHUMS CODA ASSOCIATES  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Second Amendment to Consultant Services Agreement, dated July 22, 2008, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and SHUMS CODA ASSOCIATES., a California corporation ("CONSULTANT").

WHEREAS, on July 11, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection services; and

WHEREAS, on January 8, 2008, CITY and CONSULTANT agreed to amend the Agreement to reflect an increase in the not to exceed value of the Agreement from \$50,000.00 to \$200,000.00; and

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

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

Section 2. Time for Performance: Delete section and replace it with the following;

The term of this Agreement shall be for two (2) years, beginning the date of Agreement execution, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

Section 4. Compensation: Delete the first two sentences and replace with the following:

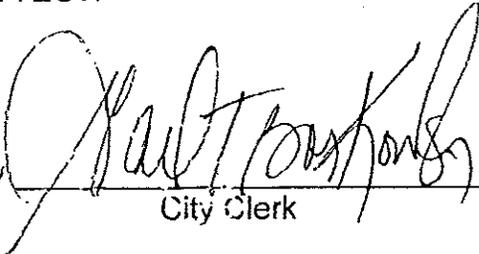
CITY agrees to pay CONSULTANT at the rates set forth in Exhibit 'A' attached and incorporated by reference. Total compensation for the two (2) year Agreement shall not exceed Four Hundred Thousand and No/100 Dollars (\$400,000.00).

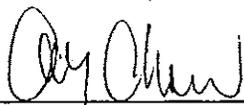
All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By   
City Clerk

By   
City Manager

APPROVED AS TO FORM:

SHUMS CODA ASSOCIATES  
("CONSULTANT")

By   
City Attorney

By   
Robert B Sullivan, CEO  
Name and Title

[REDACTED]

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND SHUMS CODA ASSOCIATES  
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Amendment to Consultant Services Agreement, dated January 8, 2008, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and SHUMS CODA ASSOCIATES., a California corporation ("CONSULTANT").

WHEREAS, on July 11, 2007, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to building plan review and inspection 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:

Section 4. Compensation – Delete the first two sentences and replace them with the following:

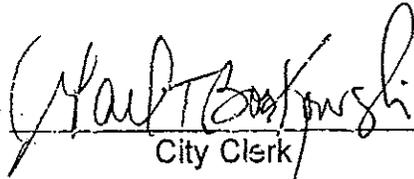
CITY agrees to pay CONSULTANT at the rates set forth in Exhibit "A" attached and incorporated by reference. Total compensation shall not exceed Two Hundred Thousand and no/100 Dollars (\$200,000.00).

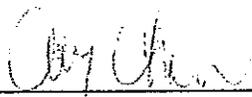
All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By   
City Clerk

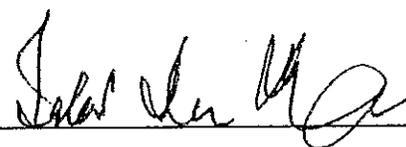
By   
City Manager

APPROVED AS TO FORM:

SHUMS CODA ASSOCIATES ("CONSULTANT")

By   
City Attorney

By   
DAVID BASINGER - PRINCIPAL  
Name and Title

By   
TALAT A. ABBASI - PRINCIPAL  
Name and Title

**CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND SHUMS CODA ASSOCIATES  
FOR PLAN REVIEW AND INSPECTION SERVICES**

THIS AGREEMENT dated July 11, 2007 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SHUMS CODA ASSOCIATES, a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to building plan review and inspection 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 building inspection and building plan review services, as needed. 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 the date of Agreement execution, 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](http://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

Ali Fatapour, Chief Building Official, 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

Robert Sullivan 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: Ali Fatapour, Chief Building Official  
Department of Community Development  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Robert Sullivan, Chief Financial Officer  
SHUMS CODA ASSOCIATES  
5776 Stoneridge Mall Road, Suite 180  
Pleasanton CA 94588

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. 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")

SHUMS CODA ASSOCIATES  
("CONSULTANT")

By Elaine Wesley  
Purchasing Officer

By David Basinger

APPROVED AS TO FORM:

DAVID Basinger, President  
Name and Title

By Robert B. Sullivan  
City Attorney

By Robert B. Sullivan

Robert B. Sullivan, CFO  
Name and Title

## SCHEDULE OF FEES

### Building Plan Review Fees

Fees for comprehensive plan reviews, performed at SCA offices, will be equal to seventy-five percent (75%) of the plan review fees as calculated per the jurisdiction. The City will provide SCA with jurisdiction plan review fees (project-by-project) for use in calculating SCA's fees, based on Table 1-A of the 2001 California Building Code.

The above fee covers all services associated with the typical plan review, including:

- Delivery of design documents to the jurisdiction.
- First, second, and third quick reviews, if necessary, to approve projects.
- Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects.

Additional plan reviews (extensive third reviews or more) that may be required will be charged on an hourly rate (per attached Schedule of Charges).

### Partial Plan Reviews for Building Departments

Structural-only plan review fees will be fifty percent (50%) of the plan review fees as calculated per the jurisdiction. Special project fees (e.g., plumbing / mechanical / electrical-only, URM) can be based on a percentage of the plan review fee, hourly rate or other fee methods mutually agreeable to both parties.

### Other Potential Fee Types for Building Departments

For projects where percentage fees are not applicable, or for plan review projects requiring services far exceeding the normal expectations, the attached hourly rate listed in SCA's Schedule of Charges will be used.

### Inspection Fees for Building Departments

On-site field inspection related support services are performed on an hourly fee basis as listed in the attached Schedule of Charges. Overtime hours are assessed at an additional twenty-five percent (25%) of the hourly rate, when mutually agreed upon by the jurisdiction and SCA. When requested by the jurisdiction, SCA inspection staff can provide their own transportation to inspection sites, with fees associated to mileage within the jurisdiction charged at the current IRS mileage rates.

## SCHEDULE OF CHARGES

### Personnel Charges – Plan Review and Inspection Services

<u>Personnel Description:</u>	<u>Hourly Billing Rate:</u>
In-House/Counter Plans Examiner	\$100
Principal	\$125
Supervising Plan Review Engineer/Associate	\$120
Senior Plan Review Engineer/Architect	\$115
Plan Review Engineer/Architect	\$95
Senior Plans Examiner	\$85
Plans Examiner	\$75
Permit Technician	\$55
Clerical Support	\$45
Senior Inspector/Project Manager**	\$95
Inspector II**	\$85
Inspector I**	\$75

These rates are effective through August 1, 2008, and may be increased every year thereafter. Overtime will be charged at 125% of the standard hourly rates, with prior authorization from the client. No overtime will be charged without prior authorization.

### Reimbursable Expenses

Reimbursable expenses shall include, but not be limited to, the following:

Mileage	Per current IRS rate
Domestic Travel Per Diem	(\$50/day plus lodging)
Outside Consultants	(at cost plus 15%)
Other Direct Project Expenses	(at cost plus 15%) including:
<ul style="list-style-type: none"><li>• Public transportation, charter, or rental</li><li>• Printing, graphics, photography, and reproduction</li><li>• Rental or purchase of special equipment and materials</li><li>• Long distance telephone and special shipping</li></ul>	

*\*\* Hours for inspections in excess of 8 hours (per day) will also be billed as overtime at the rate shown above. When inspection overtime is requested, (on days when inspector has not already performed inspections on the site), inspection overtime services will be provided in 4-hour minimum segments. When the inspection overtime services (on days when inspector has not previously performed inspection on the site) are in excess of 4 hours they will be billed as an eight hour day.*

**Policy 7.3.7      Standard Conflict of Interest Code**

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**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

COUNCIL POLICY MANUAL

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

COUNCIL POLICY MANUAL

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.