



City of Sunnyvale
Notice and Agenda - Revised
City Council

Tuesday, October 28, 2025	4:30 PM	Online and Council Chambers, City Hall, 456 W. Olive Ave., Sunnyvale, CA 94086
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**Special Meeting: Closed Session - 4:30 PM | Regular Meeting - 7 PM | Joint Meeting
with Successor Agency to the Redevelopment Agency - 7 PM**

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>

Public Participation and Access

View the end of the agenda for information on:

- Public participation options
- Language access and translation
- Accessibility/Americans with Disabilities Act (ADA) Notice
- Legal notices

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

Call to Order

Call to Order in the Council Chambers (Open to the Public).

Roll Call

Public Comment

The public may provide comments regarding the Closed Session item(s). To address the Council, refer to the notice at the end of this agenda. Closed Sessions are not open to the public.

Convene to Closed Session

Convene to Closed Session in the Council Conference Room (Closed to the Public).

- A** [25-0944](#) Closed Session Held Pursuant to Paragraph (1) of
Subdivision (d) of California Government Code Section
54956.9: CONFERENCE WITH LEGAL
COUNSEL-EXISTING LITIGATION Name of case: Esmeralda
Becerra Ochoa and Francisco Perez Mondragon, Individually
and as Co-Successors-in-Interest to the Estate of Emmanuel
Perez Becerra v. City of Sunnyvale, Kevin Lemos, U.S. District

Case, Northern District, Case No. 5:25-cv-00712

B [25-0897](#)

Closed Session Held Pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Tina Murphy, Director of Human Resources
Employee Organization: Public Safety Managers Association (PSMA) and
Communication Officers Association (COA)

Adjourn Special Meeting

7 P.M. COUNCIL MEETING

Pursuant to Council Policy 7.3.19, City Council will not begin consideration of any agenda item after 11:30 p.m. without a vote. Any item on the agenda that is continued shall be continued to a specific date. Any changes to the agenda will be communicated to the public.

CALL TO ORDER

Call to Order in the Council Chambers.

SALUTE TO THE FLAG

ROLL CALL

CLOSED SESSION REPORT

SPECIAL ORDER OF THE DAY

C [25-0492](#) Domestic Violence Awareness Month

ORAL COMMUNICATIONS

Prior to opening public comment on Oral Communications, the Mayor may determine it would be impractical to include remote public comment for the purpose of timeliness of the meeting or conducting an orderly meeting.

Oral Communications is the opportunity for the public to address the City Council on items not listed on the agenda and is limited to 15 minutes with a maximum of up to three minutes per speaker (one appearance per speaker). Note the Brown Act does not allow the Council to take action on an item not listed on the agenda. To address the Council, refer to the notice at the end of this agenda.

CONSENT CALENDAR

All matters listed on the consent calendar will be acted upon by one motion unless discussion is requested by a Councilmember or the public. To address the Council, refer to the notice at the end of this agenda.

- 1.A** [25-0921](#) Award of a Three-Year Contract in the Amount of \$345,000 to Carl Warren & Company, LLC for Third-Party Claims Administrator Services (F25-239)

Recommendation: Take the following actions:

- Award a three-year contract in substantially the same form as Attachment 1 to the report in the amount not to exceed \$345,000 to Carl Warren & Company, LLC;
- Authorize the City Manager to increase the not-to-exceed contract amount, subject to budget availability, if needed to cover additional investigations or claim case increases, at the rates set forth in the agreement;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Delegate the authority to the City Manager to extend and fund the contract for two additional one-year periods at the rates set forth in the agreement, subject to budget availability and if services and pricing remain acceptable to the City.

- 1.B** [25-0980](#) Award a Two-Year Contract to Casey Printing in the Amount of \$276,000 to Provide Recreation Activity Guide Printing, Labeling and Mailing Services

Recommendation: Take the following actions:

- Approve a two-year contract with Casey Printing to provide Activity Guide printing, labeling, and mailing services in an amount not to exceed \$276,000, which includes optional services;
- Authorize the City Manager to execute the contract when all the necessary conditions have been met; and
- Authorize the City Manager to modify and renew the contract for two (2) additional one-year periods, subject to budget availability and provided pricing and quality of service remain acceptable to the City.

- 1.C** [25-0927](#) Authorize the Issuance of a Purchase Agreement with Escape Velocity Holdings DBA Trace3 for the Purchase and Installation of Storage Servers and Five Years of Maintenance

and Support (F26-069)

Recommendation: Take the following actions:

- Award a five-year purchase agreement to Escape Velocity Holdings, dba Trace3, in the amount of \$449,775.74 for hardware, installation, configuration services, and five years of maintenance and support, effective from the date of contract execution through five years thereafter;
- Authorize the City Manager to execute the agreement when all necessary conditions have been met;
- Authorize the City Manager to renew the agreement for up to two additional one-year periods contingent on available funding, continued need, and acceptable pricing and service levels; and
- Authorize the City Manager to increase the contract amount, during the term of the agreement (including any authorized renewal periods), up to the limits of available budget appropriations.

1.D [25-1017](#)

Authorize an Amendment to the Memorandum of Understanding Between City of Sunnyvale and City of Mountain View Relating to the Operation of SMaRT Station®

Recommendation: Take the following actions:

- Approve amendment of Memorandum of Understanding between City of Sunnyvale and City of Mountain View relating to the Operation of SMaRT Station(r); and
- Authorize the City Manager to make administrative updates to Exhibits B and D of the Memorandum of Understanding, and to approve a new exhibit to add a debt service payment schedule.

STUDY SESSION

The public may provide comments regarding the Study Session item(s). To address the Council, refer to the notice at the end of this agenda.

2 [25-0498](#)

Climate Action Playbook (CAP) Update from the Sustainability Team

PUBLIC HEARINGS/GENERAL BUSINESS

To speak on a public hearing/general business item, refer to notice at the end of this agenda. Each speaker is limited to three minutes. For land use items, applicants are limited to 10 minutes for opening comments and five minutes for closing comments.

- 3 [25-0104](#) Discussion and Direction Regarding Modification of the Guiding Principle of Sunnyvale's Vision Zero Plan

Recommendation: Staff makes no recommendation. This report is developed at the request of Council to facilitate a conversation for the public hearing and for consideration and possible action by the City Council.

ADJOURNMENT TO JOINT MEETING WITH THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

7 P.M. (OR SOON THEREAFTER) JOINT MEETING OF CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

Call to Order

Call to Order in the Council Chambers.

Roll Call

Oral Communications

Prior to opening public comment on Oral Communications, the Mayor/Authority Chair may determine it would be impractical to include remote public comment for the purpose of timeliness of the meeting or conducting an orderly meeting.

Oral Communications is the opportunity for the public to address the City Council and Successor Agency to the Redevelopment Agency on items not listed on the agenda and is limited to 15 minutes with a maximum of up to three minutes per speaker (one appearance per speaker). Note the Brown Act does not allow the Council nor the Successor Agency to the Redevelopment Agency to take action on an item not listed on the agenda. To address the Council and Successor Agency to the Redevelopment Agency, refer to the notice at the end of this agenda.

Consent Calendar

All matters listed on the consent calendar will be acted upon by one motion unless discussion is requested by an Authority Member/Councilmember or the public. To address the Council and Successor Agency to the Redevelopment Agency, refer to the notice at the end of this agenda.

- 4.A [25-0934](#) Approve Successor Agency to the Redevelopment Agency Meeting Minutes of September 9, 2025

Recommendation: Approve the City Council Meeting Minutes of September 9, 2025 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

To speak on a public hearing/general business item, refer to notice at the end of this agenda. Each speaker is limited to three minutes. For land use items, applicants are limited to 10 minutes for opening comments and five minutes for closing comments.

- 5 [25-0960](#) Adopt Resolutions of the City Council and the Successor Agency Approving a Compensation Agreement to Allow the Transfer of Certain Properties Used for Public Parking from the Successor Agency to the City, and Authorizing the City Manager to Take All Actions Necessary to Implement the Compensation Agreement

Recommendation: Alternative 1. City: Adopt the Resolution in Attachment 1 to the report to approve the Compensation Agreement in Attachment 3 to the report to allow the transfer of certain properties used for public parking from the Successor Agency to the City, and authorizing the City Manager to take all actions necessary to implement the Compensation Agreement.

Alternative 2. Successor Agency: Adopt the Resolution in Attachment 2 to the report to approve the Compensation Agreement in Attachment 3 to the report to allow the transfer of certain properties used for public parking from the Successor Agency to the City, and authorizing the City Manager to take all actions necessary to implement the compensation agreement.

ADJOURN JOINT CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING**RECONVENE TO CITY COUNCIL MEETING****PUBLIC HEARINGS/GENERAL BUSINESS (continued)**

- 6 [25-0902](#) Adopt Resolutions (1) Paying and Reporting the Value of CalPERS Employer Paid Member Contribution (EPMC); and (2) Amending the Salary Resolution to Remove EPMC and Revise the Schedule of Pay to Increase Salary Ranges for Pay Plan Category F (Unclassified Department Directors)

Recommendation: Alternative 1: Adopt Resolutions (1) Paying and Reporting the Value of CalPERS Employer Paid Member Contribution (EPMC); and (2) Amending the Salary Resolution to Remove EPMC and Revise the Schedule of Pay for Pay Plan Category F (Unclassified Department Directors).

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS AND COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

Visit <http://Sunnyvale.ca.gov/TCMAC> to view the Tentative Council Meeting Agenda Calendar (TCMAC) online.

25-0924	Tentative Council Meeting Agenda Calendar
25-0928	Board/Commission Meeting Minutes
25-0931	Potential Council Priority Project Ideas Proposed by Council

ADJOURNMENT

Public Participation Options

In person public comment:

You may provide public comment by filling out a speaker card (optional) and giving it to the City Clerk.

Online participation:

Members of the public may also attend online. However, the City cannot guarantee uninterrupted access to online technology. Technical difficulties may occur from time to time. Unless required by the Ralph M. Brown Act, the meeting will continue even if technical difficulties prevent online participation.

The Mayor may determine it would be impractical to include remote public comment during Oral Communications.

Online public comment:

To provide audio public comment, connect to the meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone):

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>

Meeting call-in telephone number: 833-548-0276 | Meeting ID: 961 1158 0540
(*9 to request to speak | *6 to unmute/mute)

Watch the City Council meeting at <http://youtube.com/SunnyvaleMeetings> or on television over Comcast Channel 15, AT&T Channel 99

Written public comment:

Email comments to the City Council no later than 4 hours before the meeting at council@sunnyvale.ca.gov. You can also mail or deliver comments to:

City Clerk, 456 W. Olive Ave., Sunnyvale, CA 94086

Public review of items:

You can view reports to council on the City's website at sunnyvale.ca.gov after 7 p.m. on Thursdays. You can also review reports in person at the City Hall reception desk, 456 W. Olive Avenue, during normal business hours. Any other documents distributed to members of the City Council regarding any open session item on this agenda are available in the Council Chambers on the evening of the Council Meeting. Otherwise, contact the Office of the City Clerk at 408-730-7483 or cityclerk@sunnyvale.ca.gov for questions.

Planning a presentation for a City Council meeting?

Visit: <http://Sunnyvale.ca.gov/PublicComments>

Planning to provide materials to Council?

Please provide the City Council with 12 copies of your materials.

Language Access and Translation

To access written and audio translation during the meeting, click the link below:
Choose Language and Click Attend
Use a headset on your phone for audio or read the transcript on your device.

Spanish and Chinese, Simplified

*Para acceder a la traducción escrita y en audio durante la reunión,
haga clic en el siguiente enlace:
Seleccione su idioma y haga clic en "Attend"
Use sus auriculares/audifonos para escuchar el audio o leer la
transcripción en el dispositivo.*

如需在会议期间使用文字和语音翻译，请点击以下链接：
选择语言并点击“参加”
使用手机耳机收听音频，或阅读设备上的文字记录。

Translation Link: <https://bit.ly/TDDB-6886>

Accessibility/Americans with Disabilities Act (ADA) Notice

Pursuant to the Americans with Disabilities Act (ADA), the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance, please contact the City at least 48 hours prior to the meeting. Reach the Office of the City Clerk at 408-730-7483 or cityclerk@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

LEGAL NOTICES

PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing.

PLEASE TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90 day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.



City of Sunnyvale

Agenda Item

25-0944

Agenda Date: 10/28/2025

Closed Session Held Pursuant to Paragraph (1) of Subdivision (d) of California Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Name of case: Esmeralda Becerra Ochoa and Francisco Perez Mondragon, Individually and as Co-Successors-in-Interest to the Estate of Emmanuel Perez Becerra v. City of Sunnyvale, Kevin Lemos, U.S. District Case, Northern District, Case No. 5:25-cv-00712



City of Sunnyvale

Agenda Item

25-0897

Agenda Date: 10/28/2025

Closed Session Held Pursuant to California Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Tina Murphy, Director of Human Resources

Employee Organization: Public Safety Managers Association (PSMA) and
Communication Officers Association (COA)



City of Sunnyvale

Agenda Item

25-0492

Agenda Date: 10/28/2025

Domestic Violence Awareness Month



City of Sunnyvale

Agenda Item

25-0921

Agenda Date: 10/28/2025

REPORT TO COUNCIL

SUBJECT

Award of a Three-Year Contract in the Amount of \$345,000 to Carl Warren & Company, LLC for Third-Party Claims Administrator Services (F25-239)

REPORT IN BRIEF

Approval is requested to award a three-year contract in an amount not to exceed \$345,000.00 to Carl Warren & Company, LLC of Anaheim to provide third-party claims administrator services. Approval is also requested to authorize the City Manager to increase the not-to-exceed amounts and extend the contract for up to two additional one-year periods, with both actions subject to budget availability, demonstrated need, acceptable pricing, and satisfactory service.

EXISTING POLICY

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, contracts for this type of service are awarded pursuant to a Request for Proposals (RFP) best value process, unless otherwise exempt from the competitive bidding process. Additionally, City Council approval is required for the procurement of goods and/or services exceeding \$250,000 in any one transaction.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

The Liability Program manages administration of claims filed against the City, ensuring compliance with state tort claim laws. The City is self-insured for liability exposures with a current self-insured retention of \$1,000,000. The City is a member of an excess liability risk pool, which provides coverage to the City for claims in excess in \$1,000,000. The City receives an average of 100 to 120 total claims per year. To effectively manage these claims, the City partners with a third-party administrator (TPA). The TPA supports the City's Risk Manager and other City staff by handling day-to-day claims administration. This includes:

- Managing general liability, automobile liability, and property liability claims
- Conducting investigations and gathering information
- Tracking, reporting, and analyzing claims data
- Managing subrogation and recovery efforts
- Overseeing liability trust account activity

This structure allows the City to effectively manage liability exposures, monitor costs, and maintain accountability in the administration of claims. A Request for Proposals (RFP) was issued on March 14, 2025. The RFP was posted on the City's DemandStar public procurement network, and four proposals were received.

The written proposals were evaluated by a committee from Human Resources and the City Attorney's Office. Each component of third-party claims administrator services was evaluated separately to determine which proposers offered the best solutions for the City. Three firms were selected to be interviewed.

Based on the evaluation of the written proposals and the subsequent interviews, the committee selected Carl Warren & Company, LLC (Carl Warren) due to its extensive experience as a TPA managing general, automobile, and property liability claims. Carl Warren is the City's current TPA, which provides continuity in claims management processes and ensures consistency in handling liability exposures. The firm's experience with the City, combined with its specialized expertise in municipal claims administration, was a key factor in the committee's selection. This relates to workplan item GO-10 to "Improve liability claims and management" and this contract will ensure that the assigned claims adjuster will effectively process claims and respond to claimants on behalf of the City.

FISCAL IMPACT

Funding for the TPA claims administration services is budgeted in Fund 645 - Property and Liability Insurance Fund. This is an Internal Service Fund established to capture liability and property insurance costs separately and is funded by direct transfers from other City funds.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the City Hall reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Take the following actions:

- Award a three-year contract in substantially the same form as Attachment 1 to the report in the amount not to exceed \$345,000 to Carl Warren & Company, LLC;
- Authorize the City Manager to increase the not-to-exceed contract amount, subject to budget availability, if needed to cover additional investigations or claim case increases, at the rates set forth in the agreement;
- Authorize the City Manager to execute the contract when all necessary conditions have been met; and
- Delegate the authority to the City Manager to extend and fund the contract for two additional one-year periods at the rates set forth in the agreement, subject to budget availability and if services and pricing remain acceptable to the City.

LEVINE ACT

The Levine Act (Gov. Code Section 84308) prohibits city officials from participating in certain decisions regarding licenses, permits, and other entitlements for use if the official has received a campaign contribution of more than \$500 from a party, participant, or agent of a party or participant in the previous 12 months. The Levine Act is intended to prevent financial influence on decisions that affect specific, identifiable persons or participants. For more information see the Fair Political Practices Commission website: www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

An "X" in the checklist below indicates that the action being considered falls under a Levine Act category or exemption:

SUBJECT TO THE LEVINE ACT

- ☐ Land development entitlements
- ☐ Other permit, license, or entitlement for use
- ☒ Contract or franchise

EXEMPT FROM THE LEVINE ACT

- ☐ Competitively bid contract*
- ☐ Labor or personal employment contract
- ☐ Contract under \$50,000 or non-fiscal
- ☐ Contract between public agencies
- ☐ General policy and legislative actions

* "Competitively bid" means a contract that must be awarded to the lowest responsive and responsible bidder.

Prepared by: David Battaglia, Purchasing Officer
Reviewed by: Matthew Paulin, Director of Finance
Reviewed by: Tina Murphy, Director of Human Resources
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Tim Kirby, City Manager

ATTACHMENTS

1. Draft Service Agreement

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF
SUNNYVALE AND CARL WARREN & COMPANY, LLC FOR THIRD PARTY CLAIMS
ADMINISTRATOR SERVICES**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and CARL WARREN & COMPANY, LLC ("CONSULTANT") a California Limited Liability Company.

WHEREAS, CITY is in need of specialize service in relation to Third Party Claims Administrator Services; and

WHEREAS, CITY advertised a Request for Proposals (RFP) F25-239 on March 14, 2025 for Third Party Claims Administrator Services; and

WHEREAS, CONSULTANT submitted a proposal on April 9, 2025; and

WHEREAS, in reliance upon CONSULTANT's representations regarding its qualifications, CITY finds that CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work". All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be three (3) years beginning January 1st, 2026, unless otherwise terminated in accordance with Section 17 below. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". The contract may be renewed for two additional one-year period if service and rates remain acceptable to the CITY as an amendment in accordance with Section 18 below.

3. Duties of CITY

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

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed three hundred forty-five thousand and No/100 Dollars (\$345,000.00).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Wage Rates

CONSULTANT shall comply with the City's the minimum wage set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. 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.

7. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to cityclerk@sunnyvale.ca.gov: 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

8. 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.

9. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status, or any other protected characteristic in violation of federal or state law. 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.

10. 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.

11. Hold Harmless/Indemnification

To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONSULTANT or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

12. Insurance

The City requires CONSULTANT to maintain insurance requirements on the City's electronic insurance verification system. CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" electronically for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

13. CITY Representative

Jen Martel, Risk Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement ("CITY representative"). All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. CONSULTANT Representative

Suzie Spencer, VP of Business Development shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement ("CONSULTANT representative"). All requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

15. Notices

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

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

To CITY: Tina Murphy, Director
Department of Human Resource
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Suzie Spencer, VP Business Development
Carl Warren & Company, LLC
175 N. Riverview Dr. Unit A
Anaheim, CA 92808

16. Assignment

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

17. Termination

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

18. 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 in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

19. Governing Law, Jurisdiction and Venue

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

20. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

CARL WARREN & COMPANY, LLC
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A

Detailed Scope of Work

The contract will require the selected TPA to operate under the general direction of the City's Risk Manager and consult with other City staff in developing effective procedures and practices to successfully administer the City's property and casualty claims. The Consultant will perform all services and related work necessary for claims administration and statistical reporting. Consultant services shall include, but are not limited to general, automobile, and property liability claims administration, investigations, research, analysis, recording, reporting, subrogation, restitution, recovery, liability trust account management and reconciliation, and related support services. The City shall retain outside counsel for litigation functions but may call upon Consultant to assist in these areas on a case-by-case basis.

1. Program Administration

Consultant shall:

- 1.1 Provide professional and technical staff to perform General Liability Claims Administration services. TPA will only utilize expert services or a subcontractor with prior approval from the City;
- 1.2 Represent City in all matters related to the set-up, investigation, adjustment, processing, negotiation, and resolution of liability claims against City;
- 1.3 Inform the City of changes or proposed changes in statutes, rules, regulations, and case law affecting its general liability claims program;
- 1.4 Assist in the development of policies and procedures relating to the general liability claims program;
- 1.5 Provide information and guidance regarding the general liability claims program and specified claims;
- 1.6 Provide copies of file correspondence, documentation, and reports as requested by the City;
- 1.7 Inform the City of problem areas or trends, both potential and perceived, and provide recommendations and/or solutions to address problem areas or trends;
- 1.8 Attend appointments, including but not limited to meetings, conferences, court appearances, and scene investigations at the request of the City;
- 1.9 Provide 24-hour on-call service. This can be accomplished by providing the City with a 24-hour phone number for key personnel. The City will utilize the 24-hour, on-call service as necessary to include, but not limited to, responding to an incident scene and catastrophic emergency.

2. Claims Administration/Management

Consultant shall:

- 2.1 Receive and maintain claims filed against the City pursuant to the City's retention schedule;
- 2.2 Create and enter new claim files into (CMIS) Claims Management Information System (CMIS) within 48 hours of receipt of a loss notice from the City's Clerk's Office or Risk Manager;
- 2.3 Adhere to the requirements of the California Government Code for accepting, denying, and rejecting claims;
- 2.4 At the direction of the City, contact claimants or their attorneys within five (5) business days of receipt of a claim and maintain appropriate contact with them until the claim is closed;
- 2.5 Review the status of claims and assist as directed with setting of adequate reserves on all active cases at least every ninety (90) calendar days;
- 2.6 Review all claims for liability assessment, conduct field investigations as needed, and provide first investigative report within thirty (30) calendar days of receipt of claim to Risk Manager;
- 2.7 Provide narrative reports with recommendation for rejection or settlement of a claim, when significant events have or will occur. Reports must be clear and concise;
- 2.8 Negotiate settlements within authority limits. Funding for the payment of any settlement is specifically excluded from this agreement;
- 2.9 Report claims in compliance with Medicare, Medicaid, and SCHIP Extension Act (MMSEA) Section 111;
- 2.10 Process payments within authority level within fourteen (14) business days of receipt of authority to issue payment;
- 2.11 Produce and process checks drawn on the City's trust account for payment of claims, outside vendors, legal costs, and other claims related – allocated expenses except TPA's adjusting fees and costs. TPA shall monitor and manage the trust account including reconciliation and requests for replenishment. TPA shall provide the City a monthly accounting of the trust account;
- 2.12 Diary dates to allow for timely completion of required activity and no less frequently than every sixty (60) calendar days. TPA Supervisor shall monitor the timely completion of diary notes;
- 2.13 Return all correspondence within 48 hours of receipt, unless an immediate response is required;
- 2.14 When written responses to requests cannot be emailed, TPA shall mail response within ten (10) business days of receipt, unless an

immediate response is required;

- 2.15 Assist the Risk Manager in preparing for small claims court. Responsibilities may include, but are not limited to, conducting investigations, drafting the defendant's brief, gathering and organizing exhibit documents, discussing the defense position regarding liability, formulating strategy, negotiating settlement options, and representing the City in small claims court.
- 2.16 Have translators available to assist with non-English speaking claimants.
- 2.17 Host (quarterly) claim reviews for the City, with participation of the claim adjuster(s), and management. Report on the general state of the program since the last meeting and on any cases of interest to the City.

3. Investigations

Consultant shall:

- 3.1 Within ten (10) business days of receipt of claim, unless otherwise requested by Risk Manager, take statement of facts from claimants when not represented by an attorney. Statements will be preserved by recording or taking written signed statements;
- 3.2 Investigate claims where the initial review indicates that it is warranted. Further investigation may include, but is not limited to, on-site investigation, photographs, interviewing witnesses and taking signed or recorded statements, verification of damage or loss, taking measurements, obtaining maps/diagrams from the City or other sources, obtaining medical releases, police reports, or other records as required;
- 3.3 If an attorney is involved, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement.

4. Litigation Management

The City of Sunnyvale's Office of the City Attorney (OCA) shall retain the litigation management function. To that end, Consultant shall:

- 4.1 Assist OCA with monitoring defense counsel to ensure timely communication, accurate billings, and case resolution.
- 4.2 Obtain approval from the City regarding a settlement above authority limit. The City's Risk Manager holds the delegated settlement authority from the City Manager up to \$50,000 under the California Government Code and Sunnyvale Municipal Code;
- 4.3 Obtain copies of fully executed settlements and dismissals;
- 4.4 Attend Settlement Conferences, mediation, or arbitrations as requested;
- 4.5 Assist the City Attorney and defense counsel in preparing and/or responding to discovery as requested.

5. Subrogation/Restitution/Recovery

Consultant shall:

- 5.1 Place the tortfeasor on notice of the City's subrogation rights;
- 5.2 Collaborate with Risk Manager and OCA to draft necessary legal documents for recovering funds spent on claim; and
- 5.3 Apply the provisions outlined in Section 2. Claim Administration/Management, to subrogation, restitution, recovery claims.

6. Claims Management Information System (CMIS)

Consultant shall:

- 6.1 Convert all existing open and closed claims data and enter new claims data into the TPA's CMIS;
- 6.2 Record all claims in a CMIS. Claims records must contain all pertinent claim information, including but not limited to claim number, date of loss, date of claim, claimant name and address, location of loss, description of incident, loss reserves, loss payments, and expense reserves;
- 6.3 Create a review system to ensure accurate data is entered into the CMIS. All claims must be reviewed at least every ninety (90) calendar days. The review system must include a review of all the financial information entered into the CMIS to ensure the financial integrity of the data. In addition, the review system must include appropriate claims handling and reserving procedures, and timely file closures;
- 6.4 TPA shall use electronic notes in the CMIS to record all activities, ensuring timely updates with all new developments. All documents, including but not limited to email communications, and status updates from counsel will be scanned and saved into the database by TPA. Additionally, all phone calls shall be documented;
- 6.5 TPA shall provide CMIS training, support, and access for up to four (4) City risk management staff so that they may search for claim information and data, as required;
- 6.6 Provide specified standard loss reports as agreed upon;
- 6.7 Provide data analytic and special reports as needed by the City.

7. Excess Insurance Reporting

The City is a founding member of the California Joint Powers Risk Management Authority (CJPRMA) since 1986.

Consultant shall:

- 7.1 Report to CJPRMA in accordance with policy provisions outlined in paragraphs 7.2 and 7.3. Complete the Notice of Claim form in its entirety and send with case file to:

Email: newClaims@cjprma.org;

Or mail: CJPRMA 3201 Doolan Road, Livermore, CA 94551

Phone: (925) 837-0667 with any questions (do not report claims via phone)

- 7.2 Report to CJPRMA on behalf of the City as follows: Pursuant to the requirements of Section VII (Conditions) of the Memorandum of Coverage: *Covered party's Duties in the Event of Occurrence, Claim or Suit*

The *covered party* shall notify the *Authority* within 30 days upon receipt of notice of a claim, or the setting of a reserve on any claim or suit including multiple claims or suits arising out of one *occurrence*, such claim or reserve amounting to fifty percent or more of the *retained limit*; Title 42 USC 1983 cases in which a complaint has been served and the plaintiff is represented by legal counsel or with reserves of fifty percent or more of the *retained limit*; or regardless of reserve, any claim involving:

- 1) one or more fatalities;
- 2) loss of a limb;
- 3) loss of use of any sensory organ;
- 4) paralysis;
- 5) third degree burns involving ten percent or more of the body;
- 6) serious facial disfigurement; or
- 7) vegetative state/coma.

Written notice containing particulars sufficient to identify the *covered party* and also reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the *covered party* and of available witnesses, shall be given by or for the *covered party* to the *Authority* or any of its authorized agents as soon as possible.

- 7.3 Report to CJPRMA on behalf of the City as follows: The *covered party* shall notify the *Authority* within 30 days upon receipt of lawsuit containing allegations involving *employment practices liability*, fatalities, paralysis, or Title 42 USC 1983 cases in which plaintiff is represented by legal counsel. Where any lawsuit is reported after the 30-day period as required by this provision, all *defense costs* incurred prior to the date of late reporting will not constitute covered *ultimate net loss* eroding the *self-insurance retention*. The *covered parties* shall cooperate in an early review of *employment practices liability* claims or suits with counsel appointed by the *Authority* at the expense of the *Authority*.
- 7.4 Report to CJPRMA on behalf of the City as follows: If claim is made or suit is brought against the *covered party* and such claim or suit falls within the description in paragraph (a) above, the *covered party* shall be obligated to forward to the *Authority* every demand, notice, summons, or other process received by it or its representative.
- 7.5 Report to CJPRMA on behalf of the City as follows: The *covered party* shall cooperate with the *Authority* and upon its request assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *covered party*.

because of *bodily injury, personal injury, property damage or public officials errors and omissions* with respect to which coverage is afforded under this Agreement; and the *covered party* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

- 7.6 Report to CJPRMA on behalf of the City as follows: The *Authority* shall be entitled to complete access to the *covered party's* claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The *covered party* shall be responsible to report on the progress of the litigation and any significant developments at least quarterly to the *Authority*, and to provide the *Authority* with simultaneous copies of all correspondence provided to the *covered party* by its defense attorneys and/or agents.

Exhibit B COMPENSATION

One-Time Startup Fees

One-Time Startup Fees. The City will pay Consultant the following fees, if any, for the applicable services related to the initial start up prior to servicing claims:

\$ 0.00

Payment for Cost Plus Rate

For Claims Administration, the City will pay the Consultant the firm fixed Cost Plus Rate per month for the applicable term to fully staff the claims team based on the number of persons and monthly rate of each position type as set forth in the following tables:

Firm Fixed Cost Plus Rate Per Month for the Initial Term

Position Title	Firm Fixed Number of Persons	Firm Fixed Monthly Rate	Firm Fixed Monthly Amount
Account/Program Manager	\$ <u>5%</u>	\$ <u>7,083.00</u>	\$ <u>354.15</u>
Claims Manager	\$ <u>10%</u>	\$ <u>10,416.00</u>	\$ <u>1,041.60</u>
Claims Supervisor	\$ <u>0%</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Senior Claims Examiner	\$ <u>75%</u>	\$ <u>7,916.00</u>	\$ <u>5,937.00</u>
Claims Examiner	\$ <u>0%</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Claims Representative	\$ <u>15%</u>	\$ <u>4,167.00</u>	\$ <u>625.05</u>
Firm Fixed Cost Plus Rate Per Month for the Initial Term			\$ <u>9,549.36</u>
Includes a multiplier of 20% to cover IT, Accounting, Trust Management, Index/MMSEA, Quality Assurance			

Firm Fixed Cost Plus Rate Per Month for the First Renewal Option Term

Position Title	Firm Fixed Number of Persons	Firm Fixed Monthly Rate	Firm Fixed Monthly Amount
Account/Program Manager	\$ 5% _____	\$ 7,295.49	\$ 364.77
Claims Manager	\$ 10% _____	\$ 10,728.48	\$ 1,072.85
Claims Supervisor	\$ 0% _____	\$ 0.00	\$ 0.00
Senior Claims Examiner	\$ 75% _____	\$ 8,153.48	\$ 6,115.11
Claims Examiner	\$ 0% _____	\$ 0.00	\$ 0.00
Claims Representative	\$ 15% _____	\$ 4,292.01	\$ 643.80
Firm Fixed Cost Plus Rate Per Month for the First Option Term.			\$ 9,835.84
Includes a multiplier of 20% to cover IT, Accounting, Trust Management, Index/MMSEA, Quality Assurance			

Firm Fixed Cost Plus Rate Per Month for the Second Renewal Option Term

Position Title	Firm Fixed Number of Persons	Firm Fixed Monthly Rate	Firm Fixed Monthly Amount
Account/Program Manager	\$ 5% _____	\$ 7,514.35	\$ 375.72
Claims Manager	\$ 10% _____	\$ 11,050.33	\$ 1,105.03
Claims Supervisor	\$ 0% _____	\$ 0.00	\$ 0.00
Senior Claims Examiner	\$ 75% _____	\$ 8,398.08	\$ 6,298.56
Claims Examiner	\$ 0% _____	\$ 0.00	\$ 0.00
Claims Representative	\$ 15% _____	\$ 4,420.77	\$ 663.12
Firm Fixed Cost Plus Rate Per Month for the Second Option Term.			\$ 10,130.92
Includes a multiplier of 20% to cover IT, Accounting, Trust Management, Index/MMSEA, Quality Assurance			

Exhibit C INSURANCE REQUIREMENTS

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

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this Agreement for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$5,000,000 per claim.

☒ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☒ **Cyber & Tech Liability** coverage with limits not less than of \$5,000,000 per occurrence or claim.

☒ **Commercial Crime coverage** with limits not less than \$2,000,000 per occurrence to include employee and non-employee dishonesty and theft, forgery, fraud, disappearance and destruction of money and securities.

☐ Coverage must include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the City.

The aforementioned insurance requirements can be met through any combination of self-insured, primary, and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's

commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers, and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*.
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work*.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and **shall** be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by email to riskmanagement@sunnyvale.ca.gov, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the

insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.

9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured and also available to the Additional Insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than Superior or Excellent, and who are authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City . utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the Contractor/Consultant requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Contractor/Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor/Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor/Consultant shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

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



City of Sunnyvale

Agenda Item

25-0980

Agenda Date: 10/28/2025

REPORT TO COUNCIL

SUBJECT

Award a Two-Year Contract to Casey Printing in the Amount of \$276,000 to Provide Recreation Activity Guide Printing, Labeling and Mailing Services

STAFF RECOMMENDATION

Take the following actions:

- Approve a two-year contract with Casey Printing to provide Activity Guide printing, labeling, and mailing services in an amount not to exceed \$276,000, which includes optional services;
- Authorize the City Manager to execute the contract when all the necessary conditions have been met; and
- Authorize the City Manager to modify and renew the contract for two (2) additional one-year periods, subject to budget availability and provided pricing and quality of service remain acceptable to the City.

BASIS FOR RECOMMENDATION

The City issued an Invitation for Quotes for printing services for the Activity Guide on August 21, 2025 (Project I26-054). The invitation was sent to seven vendors, and two responsive and responsible proposals were received by the closing date of September 17, 2025. After evaluation, the lowest responsive and responsible proposal was submitted by Casey Printing in the amount of \$128,000 per year for the base bid (Attachment 2).

The contract covers annual printing, labeling, and mailing services (excluding postage) for:

- A 68-page Activity Guide mailed during the winter/spring, summer and fall (69,000 copies each season)
- One 60-page Camp and Aquatics Brochure, printed on Gloss Cover #70 and Book Offset #50 paper stock (40,000 copies)

Awarding this contract ensures the timely and consistent production of the City's key marketing and outreach publications for Library & Recreation Services. The Activity Guide outlines activities available to Sunnyvale residents and is mailed to Sunnyvale residences three times each year.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Budgeted funds are available in the General Fund under Program 12000 - Recreation Services.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the City Hall reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

LEVINE ACT

The Levine Act (Gov. Code Section 84308) prohibits city officials from participating in certain decisions regarding licenses, permits, and other entitlements for use if the official has received a campaign contribution of more than \$500 from a party, participant, or agent of a party or participant in the previous 12 months. The Levine Act is intended to prevent financial influence on decisions that affect specific, identifiable persons or participants. For more information see the Fair Political Practices Commission website: www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

An "X" in the checklist below indicates that the action being considered falls under a Levine Act category or exemption:

SUBJECT TO THE LEVINE ACT

- ☐ Land development entitlements
- ☐ Other permit, license, or entitlement for use
- ☒ Contract or franchise

EXEMPT FROM THE LEVINE ACT

- ☐ Competitively bid contract*
- ☐ Labor or personal employment contract
- ☐ Contract under \$50,000 or non-fiscal
- ☐ Contract between public agencies
- ☐ General policy and legislative actions

* "Competitively bid" means a contract that must be awarded to the lowest responsive and responsible bidder.

Prepared by: David Battaglia, Purchasing Officer

Reviewed by: Matthew Paulin, Director of Finance

Reviewed by: Michelle Perera, Director, Library & Recreation Services

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Tim Kirby, City Manager

ATTACHMENTS

1. Draft Services Agreement
2. Bid Tabulation

**SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND CASEY PRINTING FOR ACTIVITY GUIDE PRINTING,
LABELING AND MAILING (EXCLUDING POSTAGE)**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and CASEY PRINTING ("CONTRACTOR"), a California Corporation.

WHEREAS, CITY is in need of Activity Guide printing, labeling, and mailing (excluding postage) services; and

WHEREAS, CITY advertised an Informal Request for Quotations on August 21, 2025, for Activity Guide Printing. Labeling and Mailing (Excluding Postage) Services; and

WHEREAS, CONTRACTOR submitted a Quote on September 17, 2025; and

WHEREAS, CITY accepted CONTRACTORS Quote on September 18, 2025; and

WHEREAS, in reliance upon CONTRACTOR'S representations regarding its qualifications, CITY finds that CONTRACTOR possesses the skill and expertise to provide the required services.

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT:

1. Services by CONTRACTOR

CONTRACTOR shall furnish all labor, supervision, methods, processes, equipment, materials, and transportation necessary to perform the printing, labeling, and mailing (excluding postage) services for the City's Activity Guide, as described in Exhibit A, Scope of Services, attached here to and incorporated by reference.

2. Time for Performance

The term of this Agreement shall be two (2) years from the execution date through October 31, 2027 with the option to renew for two (2) additional one-year periods, unless otherwise terminated in accordance with Section 15 below. CONTRACTOR shall deliver the agreed upon services to CITY as specified in Exhibit "B". Extensions of time may be granted by the City Manager as an amendment in accordance with Section 16 below.

3. Compensation

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of Two Hundred Seventy-Six Thousand Dollars and 00/100 (\$276,000.00), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outline in Exhibit "B". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

4. Wage Rates

CONTRACTOR shall comply with the minimum wage provisions set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

5. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

6. Confidential Information

CONTRACTOR 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 CONTRACTOR may become aware in the performance of its services.

7. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

8. Independent Contractor

CONTRACTOR 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 CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

9. Indemnity

To the fullest extent permitted by law, CONTRACTOR 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 herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, 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 acts of the CITY. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations

contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

10. **RESERVED**

11. **CITY Representative**

Michelle Perera, Library and Recreation Services Director, as the City Manager's authorized representative ("CITY 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.

12. **CONTRACTOR Representative**

Todd Hermosillo, Sales Executive shall represent CONTRACTOR ("CONTRACTOR representative") in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

13. **Notices**

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

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

To CITY: Michelle Perera, Director
Library and Recreation Services Department
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Casey Printing
398 E San Antonio Drive
King City, CA 93930

14. **Assignment**

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

15. Termination

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

16. 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 as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

17. Governing Law, Jurisdiction and Venue

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

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.

19. Postage

Postage Estimate and Approval

Prior to each mailing, CONTRACTOR shall provide the City with a written estimate of the postage cost based on the number of Activity Guides, mailing addresses, and applicable postal

rates. The estimate shall be reviewed and approved in writing by the City before any funds are transferred.

Deposit and Segregation of Funds

Upon City approval, the City shall transfer the approved amount of postage funds to a dedicated Contractor account established solely for postage purposes ("Postage Account").

CONTRACTOR shall maintain such funds separate and apart from its general operating funds and shall not commingle or use such funds for any other purpose.

Permitted Use

CONTRACTOR shall use the postage funds exclusively to pay the United States Postal Service for postage associated with the City's Activity Guide mailing under this Agreement.

CONTRACTOR shall not use such funds for any other mailing, project, or client.

Accounting and Reconciliation

Within ten (10) business days after each mailing, CONTRACTOR shall provide the City with a complete accounting, including receipts, invoices, or USPS documentation showing actual postage paid. Any unused or surplus postage funds shall be refunded to the City within fifteen (15) business days after completion of the mailing.

Safeguards and Indemnification

CONTRACTOR acknowledges that postage funds constitute public funds. Misuse or misapplication of such funds shall constitute a material breach of this Agreement.

CONTRACTOR shall indemnify, defend, and hold harmless the City against any loss, misuse, or improper expenditure of postage funds, including interest and costs.

Right to Audit

The City reserves the right to audit CONTRACTOR'S Postage Account records at any time to verify proper handling and use of postage funds.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

CASEY PRINTING ("CONTRACTOR")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A

SCOPE OF WORK

Activity Guide Printing, Labeling, and Mailing (Excluding Postage)

1. Objective

The Contractor shall provide professional printing, labeling, and mailing services (excluding postage) for the City of Sunnyvale's Library and Recreation Services ("LRS") Activity Guide. All services shall be performed in accordance with the specifications, production schedules, and requirements set forth in this Exhibit.

2. Project Deliverables

The Contractor shall complete the following tasks for each publication cycle:

- a. Seasonal Guides: Three (3) seasonal Activity Guide booklets per fiscal year.
- b. Camp Brochure: One (1) "Camp Splash" brochure booklet per fiscal year.
- c. Quantities: Contractor shall meet the minimum quantity requirements specified by the City and may provide up to ten percent (10%) overage at no additional cost.

All printed materials shall be delivered ready for bulk mailing, labeled, and packaged per USPS requirements.

3. Production Requirements

a. Blueline Proofs:

- Contractor shall deliver a blueline draft by the date specified in the approved production schedule.
- City staff will review and return edits electronically by the next City business day.
- Contractor shall provide updated digital proofs of corrected pages for same-day approval.

b. Final Printing:

- Upon City approval of final proofs, Contractor shall complete printing and labeling per schedule.

c. Delivery Locations:

- U.S. Post Office (bulk mail rate): 2085 East Bayshore Road, Palo Alto, CA 94303
- City of Sunnyvale Community Center: 550 East Remington Drive, Sunnyvale, CA 94087

Contractor shall deliver the specified number of copies to each location on the scheduled delivery date.

4. Schedule Adherence

Time is of the essence. Contractor shall perform all services strictly in accordance with the approved production schedule for each publication cycle.

- Early Delivery Penalty: Deliveries made 1–5 calendar days early to the U.S. Post Office will incur a 5% deduction from the total quoted amount for that job.
- Late Delivery Penalty: Deliveries made 1–5 days late will incur a 5% deduction; 6–10 days late will incur a 10% deduction.

Penalties will be applied as invoice adjustments. City staff will notify Contractor via email of any applicable deductions.

5. Packaging and Shipping

All printed materials shall be professionally packaged and clearly labeled for each delivery destination. Contractor shall use sound commercial printing and shipping practices to ensure all materials arrive in good condition.

6. Quality Assurance

All printed materials must meet professional printing standards and City-approved specifications. Contractor shall replace any defective or damaged materials at no additional cost. City reserves the right to reject nonconforming deliveries.

7. Payment Terms

Payment shall be Net 30 days from the later of (a) City's receipt of an accurate invoice, or (b) City's acceptance of the printed materials. No additional charges, interest, or penalties shall apply due to delayed payment beyond 30 days.

8. Optional Services (if requested and pre-approved)

- Mailing list management
- Replacement pages at blueline stage
- Price quotes for additional pages or reprints

All optional services must be pre-approved in writing by the City before commencement.

9. City Contacts

All communications regarding schedule, proof approval, and delivery shall be coordinated through the City's designated representative:

Michelle Perera
Library and Recreation Services Director
City of Sunnyvale

10. General Requirements

Contractor shall maintain clear communication with City staff throughout all project stages. All services shall comply with applicable City policies, USPS standards, and the terms of this Agreement.

EXHIBIT B
COMPENSATION SCHEDULE

BASE BID (Items 1- 8) - 2025-27 for Print Contract.
PLEASE PROVIDE SAME PRICING FOR TWO-YEARS.

ITEM	DESCRIPTION	QTY OF COPIES	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet RECYLCED PAPER	Cover: 70# Gloss Cover Book: 50# Offset	Cover: 70# Gloss Cover Book: 50# Offset RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Offset	Cover: 70# Gloss Cover Book: 40# Offset RECYLCED PAPER
			68 pages (64 pages + 4-page cover)							
1	Winter/Spring Guide	69,000	\$42,201.00	N/A	\$36,023.00	\$37,669.00	N/A	N/A	\$28,962.00	\$28,962.00
2	Summer Guide	69,000	\$42,201.00	N/A	\$36,023.00	\$37,669.00	N/A	N/A	\$28,962.00	\$28,962.00
3	Fall Guide	69,000	\$42,201.00	N/A	\$36,023.00	\$37,669.00	N/A	N/A	\$28,962.00	\$28,962.00
			60 pages (56 pages + 4-page cover)							
4	Camp Aquatic Brochure	40,000	\$28,118.00	N/A	\$20,868.00	\$26,555.00	N/A	N/A	\$18,825.00	\$18,825.00
TOTAL PRICE			\$154,721.00	N/A	\$128,937.00	\$139,562.00	N/A	N/A	\$105,711.00	\$105,711.00

ITEM	DESCRIPTION	QTY OF COPIES	Cover: 70# Gloss Cover Book: 50# Offset	Cover: 70# Gloss Cover Book: 50# Offset RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Offset	Cover: 70# Gloss Cover Book: 40# Offset RECYLCED PAPER
			68 pages (64 pages + 4-page cover)			
5	Winter/Spring Guide	69,000	\$36,023	\$43,020	\$28,633	\$28,633
6	Summer Guide	69,000	\$36,023	\$43,020	\$28,633	\$28,633
7	Fall Guide	69,000	\$36,023	\$43,020	\$28,633	\$28,633
			60 pages (56 pages + 4-page cover)			
			Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet RECYLCED PAPER	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet RECYCLED PAPER
8	Camp Aquatic Brochure	40,000	\$30,673	N/A	\$28,118	N/A
TOTAL PRICE			\$ 138,742.00	\$ 129,060.00	\$ 114,017.00	\$ 85,899.00

Line items 5-8, represents a combination of paper types (one type of paper for the seasonl guide and another type of paper for the camp sunnyvale splash brochure)

OPTIONAL SERVICES

ITEM	DESCRIPTION			QTY	UNIT	TOTAL PRICE
9	Author's changes, per page			As needed	EA	\$35.00
10	Additional signatures, per signature (include page count next column)	Signature (16 Pg Count) =		As needed	EA	TBD-Varies by paper option
11	Additional signatures, per signature (include page count next column)	Signature (8 Pg Count) =		As needed	EA	TBD-Varies by paper option
12	Additional Copies, per 500 Summer Camp Aquatics 4+56 , 70# Gloss /50# Offset			500	Copies	\$188.00
	Acivity Guide, 4 +64, 70# Gloss / 50# Offset					\$209.00
13	Sunnyvale staff will electronically provide the Printer with two lists: a mailing list that includes residents of Sunnyvale and neighboring cities, and a DO NOT MAIL list consisting of individuals who have opted out of receiving promotional materials. The Printer must collaborate with the Marketing Coordinator to finalize each mailing list prior to final approval, ensure DO NOT MAIL recipients are excluded even when using carrier route or ZIP Code targeting, remove duplicates and invalid addresses.			1	EA	\$250,.00

The Quotation Sheet shall include:

- Product trim size: 8.25" x 10.83"
- Cover – (4 pages) Paper: 70# Gloss text
- Inside Book – (56-68 pages) Paper –for each of the paper types
 - o 50# gloss text or 50# silk/velvet text
 - o 50# Offset text
 - o 40# gloss text or 40# silk/velvet text
 - o 40# Offset text
- Ink: (4) four color process over (4) four color process throughout
- Hard Copy Blueline Proof, Digital Check, Print, Saddle stitch
- All cost for printing.
- All costs for labeling.
- All costs for preparation for bulk mailing (include database prep, postal preparation)

14	For the Camp Splash Guide, the Printer will receive a customer list for Camp Splash participants ages 3–17 and a DO NOT MAIL list consisting of individuals who have opted out of receiving promotional material. The Printer may also be asked to generate a targeted mailing list of up to 25,000 names, focusing on children ages 3 to 17 living in single-family homes, townhouses, and apartments in Sunnyvale and neighboring cities.	1	EA	\$200.00
15	Print, delivery and mailing tasks must be completed in adherence to the production schedule. Tasks completed 1-5 calendar days earlier or later than what is listed on the schedule will result in a penatly of 5% less of the bill.	1	EA	\$

line	
13	City will provide mailing list
Line	
14	Additional names buy

paperwork)
•Box and skid pack
•Type of printing in quote: Offset Press printing, digital printing or web-fed printing
•Include all cost for boxing and safe and secure palletizing
•Include cost for delivery of Activity Guides with bulk mailing list names to Palo Alto BMEU Post Office and delivery of non-labeled Activity Guides to the Sunnyvale Community Center.

Other Considerations and Preferences:
•The City prefers off-set printing, but bidder may quote web-fed or digital printing as well.
•Press Check attendance may be requested during normal business hours (M-F 8am-5pm).
•Perform the work at physical facilities located within a distance that can ordinarily be driven from City Hall, located at 456 West Olive Avenue, Sunnyvale CA, during off-commute hours in one hour or less.

Task due by the end of the work day

Activity Guide 2025/26 Production Schedule		Winter/ Spring 2025/26	Camp Splash 2026	Summer 2026	Fall 2026	Workdays
Months advertised		Jan. - Apr.	Summer	May-Aug.	Sept.-Dec.	
VSI Season Code		A	M	E	I	
Coordinator	Request info from instructors	08/25/25	10/03/25	12/08/25	04/08/26	1
CBS team	Update the registration date for the upcoming season on VSI	08/26/25	10/06/25	12/09/25	04/09/26	1
Coordinator	VSI input begins	08/27/25	10/07/25	12/10/25*	04/10/26	10
Coordinator	VSI Input deadline - firm	09/11/25	10/21/25	1/7/26*	4/24/26*	1
Marketing	Run report to begin to edit/prep MS Word Draft	09/12/25	10/22/25	01/08/26	5/4/26*	0
Coordinator	Send out exhibit A's to instructors	09/12/25	10/22/25	01/08/26	05/04/26	1
	All non-VSI items due including ads	09/15/25	10/23/25	01/09/26	05/05/26	2
Coordinator	Submit via MSR attach a MS word doc with text					
Marketing	MS Word draft distributed	09/17/25	10/27/25	01/13/26	05/07/26	1
Coordinator	Exhibit A's due back from instructors	09/18/25	10/28/25	1/14/26*	05/08/26	3
Coordinator	MS Word draft corrections due	09/23/25	10/31/25	1/20/26*	05/14/26	4
Marketing	Submit Word draft to Designer	09/29/25	11/06/25	01/26/26	5/20/26*	7
	First layout draft distributed for review					
Marketing	LAST OPPORTUNITY FOR COORDINATORS TO ADD ITEMS	10/08/25	11/17/25	02/04/26	6/1/26*	5
Coordinator	First layout draft corrections due w/ ADDITIONAL ITEMS	10/15/25	11/24/25*	02/11/26	06/08/26	3
Marketing	Submit 1st layout edits to Designer to create final draft	10/20/25	12/2/25*	02/17/26	06/11/26	3
Marketing	Designer submits final draft to Marketing for review	10/23/25	12/05/25	02/20/26	06/16/26	1
Marketing	Final draft distributed to Coordinators to review	10/24/25	12/08/25	02/24/26	06/17/26	0
	Submit MSR for special events featured in the guide to create marketing					
Coordinator	flyers/social media event pages (all items will be ready for registration day)	10/24/25	12/08/25	02/24/26	06/17/26	0
Marketing	Assign MSRs to Marekting team for special events featured in guide	10/24/25	12/08/25	02/24/26	06/17/26	1
Marketing	Camp maps sent out to Coodinators for review	10/27/25	12/09/25	02/25/26	06/18/26	0
Marketing	Camp Welcome Letter distributed for Coordinators to review	10/27/25	12/09/25	02/25/26	06/18/26	3
Coordinator	Submit final draft due to marketing	10/30/25	12/12/25	3/2/26*	06/23/26	2
Coordinator	Send CBS team all clases/sections that are supposed to be featured	11/03/25	12/16/25	3/5/26*	06/25/26	1
CBS team	Review Coordinator classes/sections to prepare for testing	11/04/25	12/17/25	03/06/26	06/26/26	0
Coordinator	Submit Camp Welcome Letter and Camp Maps edits to Marketing	11/04/25	12/17/25	N/A	06/26/26	2
Marketing	Submit final changes to Designer	11/06/25	12/19/25*	03/10/26	6/30/26*	2
Marketing	Final draft to printer/print shop	11/07/25	1/6/25*	03/12/26	7/7/26*	1
	Email MAILING list (active in last 3 years from date) and DO NOT MAIL list to					
CBS team	Marketing.	11/10/25	01/07/26	03/13/26	07/08/26	1
Marketing	Send updated distribution list to Facilities team	11/11/25	01/08/26	03/16/26	07/09/26	0
	Review/email both mailing lists to Printer. <i>Ask for postage statement ETA from</i>					
Marketing	<i>Printer.</i>	11/11/25	01/08/26	03/16/26	07/09/26	1
Coordinator	Blueline proofs arrive - Review and provide edits	11/12/25	01/09/26	03/17/26	07/10/26	1
Marketing	Send blue line edits to designer	11/13/25	01/12/26	03/18/26	07/13/26	1
Marketing	Submit Final Camp Welcome Letter and Camp Maps for review	11/14/25	01/13/26	03/19/26	07/14/26	0
Marketing	Mail Blueline to printer + designer uploads corrected pages to Printer	11/14/25	01/13/26	03/19/26	07/14/26	1
	Printer submits postage statements so that Marketing can submit check					
Printer	request.	11/17/25	01/14/26	03/20/26	07/15/26	1
Coordinator	Submit FINAL Camp Welcome Letter and Camp Maps to Marketing	11/18/25	01/15/26	N/A	07/16/26	0
Marketing	approve revised pages for Printer	11/18/25	01/15/26	03/23/26	07/16/26	0
	Request POSTAGE AMOUNT to AME Admin team - Note: Quick check deadlines					
Marketing	in email	11/18/25	01/15/26	03/23/26	07/16/26	0
Marketing	Designer provide final copy (print & digital)	11/18/25	01/15/26	03/23/26	07/16/26	1
CBS team	Add Registration Banner on WebTrac registration site	11/19/25	01/16/26	03/24/26	07/17/26	0
CBS team	Make Classes Active VSI	11/19/25	1/16/26*	03/24/26	07/20/26	1
	Distribute FINAL Camp Welcome Letter and Camp Maps to Coordinators and					
Marketing	CBS staff to add to receipt for school break/summer camps	11/20/25	1/20/26*	N/A	07/21/26	0
CBS team	Send Final PDF copy to CBS team to check hyperlinks and VSI keywords	11/20/25	01/20/26	03/25/26	07/21/26	0
CBS team	Format and email error list to Marketing	11/20/25	01/20/26	03/25/26	07/21/26	1
	Send edits to correct errors and sends updated guide and submit web tickets					
Marketing	for events	11/21/25	01/21/26	03/26/26	07/22/26	1
Marketing	Send postage \$ to Admin to process check request & special handling	11/24/25*	01/22/26	03/27/26	07/23/26	2
Marketing	Create event pages on social media	12/01/02	01/26/26	03/30/26	07/27/26	0
Marketing	Upload Guide to Issuu.com	12/01/25*	01/26/26	03/30/26	07/27/26	1
CBS Team	Test keyword links within uploaded guide on Issuu.com	12/02/25	01/27/26	03/31/26	07/28/26	1
CBS Team	Review receipt to ensure policies are current/correct	12/03/25	01/28/26	04/01/26	07/29/26	0
	Create list with details on link errors and missing classes (not active in VSI) -					
CBS team	email detailed list out to staff	12/03/25	01/28/26	04/01/26	07/29/26	0
Coordinator	Make corrections from CBS team email	12/03/25	01/28/26	04/01/26	07/29/26	1
CBS team	Check links again and works with staff	12/04/25	1/29/269	04/02/26	07/30/26	0
Coordinator	Troubleshoot any VSI keyword link issues	12/04/25	01/29/26	04/02/26	07/30/26	0
Coordinator	Make final corrections where needed.	12/04/25	01/29/26	04/02/26	07/30/26	0
CBS team	Confirms issues are resolved for reg. launch	12/04/25	01/29/26	04/02/26	07/30/26	1
	Guides delivered to Recreation Center and USPS to mail to homes					
Printer		12/05/25	01/30/26	04/03/26	07/31/26	0
	Deliver guides to CNC, Senior Center, Washington Community Swim Center,					
Facilities	Sunnyvale Swim Complex	12/05/25	01/30/26	04/03/26	07/31/26	1
ALL	In homes, Registration begins	12/9/2025	2/2/2026	04/06/26	8/3/2026	1
	Facilities Team - <i>begin to distribute guide to non-RS city locations - complete by end of the week</i>					
Facilities		12/10/25	02/03/26	04/07/26	08/04/26	1
	Close down ePACT for 2025/26 season - download all copies of all forms and					
CBS team	upload to LaserFische folder (contract runs Aug. 20-Aug. 19)	8/18/2026				
CBS Team	Prep and turn on ePACT for 2026/27 season	8/20/2026				
	Retire season and run closing number reports - troubleshooting any VSI					
CBS team	online/keywork link issues	Two weeks after the last session/class ends within the guide.				

***means holiday or non-work week** **Total Production Days: 74**

Calendar dates not included in the timeline:		Calendar dates included in the timeline:	
	Labor Day (Sept. 1), Thanksgiving - W-F (Nov. 26-28), Christmas Week M-F (Dec. 22-26), New Years Week M-F (Dec. 29-31)		
2025			Staff Development Day 2025 (Sept. 12),Halloween (Oct. 31), Diwali (Oct. 20), Veterans Day (Nov. 11), Valentines Day (Feb. 14), Lunar New Year (Feb. 17), St. Patricks Day (March 17), Holi (March 4), Easter (Apr. 5), Staff Development Day 2026 (TBD)
	New Year's (Jan 1-2), MLK Day (Jan. 19), Presidents Day (Feb. 16), Job Fair (March 3), Hands on the Arts (April 27-May 1), Memorial Day (May 25), Summer Camp Training (June 8-12), July 2-6 (4th is on weekend)	2025/26	First Day of School: SCUSD - Aug. 13, CUSD - Aug. 14, FUHSD - Aug. 12, SSD - Aug. 18 Last Day of School: SCUSD - Aug. 13, CUSD - Aug. 14, FUHSD Aug. 12, SSD - Aug. 18
2026			

Task due by the end of the work day

Activity Guide 2026/27 Production Schedule		Winter/ Spring 2026/27	Camp Splash 2026	Summer 2027	Fall 2027	Workdays
Months advertised		Jan. - Apr.	Summer	May-Aug.	Sept.-Dec.	
VSI Season Code		A	M	E	I	
Coordinator	Request info from instructors	08/19/26	10/02/26	12/03/27	04/05/27	1
CBS team	Update the registration date for the upcoming season on VSI	08/20/26	10/05/26	12/04/27	04/06/27	1
Coordinator	VSI input begins	8/21/26*	10/06/26	12/7/27*	04/07/27	10
Coordinator	VSI Input deadline - firm	9/4/26*	10/20/26	1/4/27*	04/21/27	1
Marketing	Run report to begin to edit/prep MS Word Draft	9/8/26*	10/21/26	01/05/27	04/22/27	0
Coordinator	Send out exhibit A's to instructors	9/8/26*	10/21/26	01/05/27	04/22/27	1
Coordinator	All non-VSI items due including ads Submit via MSR attach a MS word doc with text	09/09/26	10/22/26	01/06/27	4/23/27*	2
Marketing	MS Word draft distributed	09/11/26	10/26/26	01/08/27	5/4/27*	1
Coordinator	Exhibit A's due back from instructors	09/14/26	10/27/26	01/11/27	05/05/27	3
Coordinator	MS Word draft corrections due	09/17/26	10/30/26	1/14/27*	05/10/27	4
Marketing	Submit Word draft to Designer	09/23/26	11/05/26	1/21/27*	05/14/27	7
Marketing	First layout draft distributed for review LAST OPPORTUNITY FOR COORDINATORS TO ADD ITEMS	10/02/26	11/16/26	02/01/27	5/25/27*	5
Coordinator	First layout draft corrections due w/ ADDITIONAL ITEMS	10/09/26	11/23/26*	02/08/27	6/2/27*	3
Marketing	Submit 1st layout edits to Designer to create final draft	10/14/26	12/1/26*	2/11/27*	6/14/27*	3
Marketing	Designer submits final draft to Marketing for review	10/19/26	12/04/26	2/17/27*	06/17/27	1
Marketing	Final draft distributed to Coordinators to review	10/20/26	12/07/26	02/18/27	06/18/27	0
Coordinator	Submit MSR for special events featured in the guide to create marketing flyers/social media event pages (all items will be ready for registration day)	10/20/26	12/07/26	02/18/27	06/18/27	0
Marketing	Assign MSRs to Marekting team for special events featured in guide	10/20/26	12/07/26	02/18/27	06/18/27	1
Marketing	Camp maps sent out to Coodinators for review	10/21/26	12/07/26	N/A	06/21/27	0
Marketing	Camp Welcome Letter distributed for Coordinators to review	10/21/26	12/08/26	N/A	06/21/27	3
Coordinator	Submit final draft due to marketing	10/26/26	12/11/26	02/24/27	06/24/27	2
Coordinator	Send CBS team all clases/sections that are supposed to be featured	10/28/26	12/15/26	02/26/27	06/28/27	1
CBS team	Review Coordinator classes/sections to prepare for testing	10/29/26	12/16/26	3/1/27*	06/29/27	0
Coordinator	Submit Camp Welcome Letter and Camp Maps edits to Marketing	11/02/26	12/16/26	N/A	06/29/27	2
Marketing	Submit final changes to Designer	11/04/26	12/18/26*	3/4/27*	7/1/27*	2
Marketing	Final draft to printer/print shop	11/06/26	01/05/27*	03/08/27	7/7/27*	1
CBS team	Email MAILING list (active in last 3 years from date) and DO NOT MAIL list to Marketing.	11/09/26	01/06/27	03/09/27	07/08/27	1
Marketing	Send updated distribution list to Facilities team	11/10/26	01/07/27	03/10/27	07/09/27	0
Marketing	Review/email both mailing lists to Printer. <i>Ask for postage statement ETA from Printer.</i>	11/10/26	01/07/27	03/10/27	07/09/27	1
Coordinator	Blueline proofs arrive - Review and provide edits	11/11/26	01/08/27	03/11/27	07/12/27	1
Marketing	Send blue line edits to designer	11/12/26	01/11/27	03/12/27	07/13/27	1
Marketing	Submit Final Camp Welcome Letter and Camp Maps for review	11/13/26	01/12/27	03/15/27	07/14/27	0
Marketing	Mail Blueline to printer + designer uploads corrected pages to Printer	11/13/26	01/12/27	03/15/27	07/14/27	1
Printer	Printer submits postage statements so that Marketing can submit check request.	11/16/26	01/13/27	03/16/27	07/15/27	1
Coordinator	Submit FINAL Camp Welcome Letter and Camp Maps to Marketing	11/17/26	01/14/27	N/A	07/16/27	0
Marketing	approve revised pages for Printer	11/17/26	01/14/27	03/17/27	07/16/27	0
Marketing	Request POSTAGE AMOUNT to AME Admin team - Note: Quick check deadlines in email	11/17/26	01/14/27	03/17/27	07/16/27	0
Marketing	Designer provide final copy (print & digital)	11/17/26	01/14/27	03/19/27	07/16/27	1
CBS team	Add Registration Banner on WebTrac registration site	11/18/26	01/15/27	03/22/27	07/19/27	0
CBS team	Make Classes Active VSI	11/18/26	1/15/27*	03/22/27	07/19/27	1
Marketing	Distribute FINAL Camp Welcome Letter and Camp Maps to Coordinators and CBS staff to add to receipt for school break/summer camps	11/19/26	1/19/27*	N/A	07/20/27	0
CBS team	Send Final PDF copy to CBS team to check hyperlinks and VSI keywords	11/19/26	1/19/27*	03/23/27	07/20/27	0
CBS team	Format and email error list to Marketing	11/19/26	1/19/27*	03/23/27	07/20/27	1
Marketing	Send edits to correct errors and sends updated guide and submit web tickets for events	11/20/26	01/20/27	03/24/27	07/21/27	1
Marketing	Send postage \$ to Admin to process check request & special handling	11/23/26*	01/21/27	03/25/27	07/22/27	2
Marketing	Create event pages on social media	11/30/26*	01/25/27	03/29/27	07/26/27	0
Marketing	Upload Guide to Issuu.com	11/30/26	01/25/27	03/29/27	07/26/27	1
CBS Team	Test keyword links within uploaded guide on Issuu.com	12/01/26	01/26/27	03/30/27	07/27/27	1
CBS Team	Review receipt to ensure policies are current/correct	12/02/26	01/27/27	03/31/27	07/28/27	0
CBS team	Create list with details on link errors and missing classes (not active in VSI) - email detailed list out to staff	12/02/26	01/27/27	03/31/27	07/28/27	0
Coordinator	Make corrections from CBS team email	12/02/26	01/27/27	03/31/27	07/28/27	1
CBS team	Check links again and works with staff	12/03/26	01/28/27	04/01/27	07/29/27	0
Coordinator	Troubleshoot any VSI keyword link issues	12/03/26	01/28/27	04/01/27	07/29/27	0
Coordinator	Make final corrections where needed.	12/03/26	01/28/27	04/01/27	07/29/27	0
CBS team	Confirms issues are resolved for reg. launch	12/03/26	01/28/27	04/01/27	07/29/27	1
Printer	Guides delivered to Recreation Center and USPS to mail to homes	12/04/26	01/29/27	04/02/27	07/30/27	0
Facilities	Deliver guides to CNC, Senior Center, Washington Community Swim Center, Sunnyvale Swim Complex	12/04/26	01/29/27	04/02/27	07/30/27	1
ALL	In homes, Registration begins	12/07/26	02/01/27	04/05/27	08/02/27	1
Facilities	Facilities Team - <i>begin to distribute guide to non-RS city locations - complete by end of the week</i>	12/08/26	02/02/27	04/06/27	08/03/27	1
CBS team	Close down ePACT for 2026/27 season - download all copies of all forms and upload to LaserFische folder (contract runs Aug. 20-Aug. 19)	8/18/2027				
CBS Team	Prep and turn on ePACT for 2027/28 season	8/20/2027				
CBS team	Retire season and run closing number reports - troubleshooting any VSI online/keywork link issues	Two weeks after the last session/class ends within the guide.				
*means holiday or non-work week		Total Production Days: 74				

Calendar dates not included in the timeline:		Calendar dates included in the timeline:	
2026	Labor Day (Sept. 7), Thanksgiving - W-F (Nov. 25-27), Christmas Week M-F (Dec. 21-25), New Years Week M-F (Dec. 28-31)		Halloween (Oct. 31), Diwali (Nov. 8), Veterans Day (Nov. 11), Lunar New Year (Feb. 7), Valentines Day (Feb. 14), St. Patricks Day (March 17), Holi (March 22), Easter (March 27), Staff Development Day (TBD)
2027	New Year's (Jan 1), MLK Day (Jan. 18), Presidents Day (Feb. 15), Job Fair (March 2), Hands on the Arts (April 26-30), Memorial Day (May 31), Summer Camp Training (June 7-11), July 2-5 (4th is on weekend)		First Day of School: SCUSD - TBD, CUSD - Aug. 13, FUHSD - Aug. 17, SSD - TBD Last Day of School: SCUSD - TBD, CUSD - June 4, FUHSD - June 3, SSD - TBD
		2026/27	

EXHIBIT C
WAGE THEFT PREVENTION POLICY
COUNCIL POLICY MANUAL

Policy 5.1.6 Wage Theft Prevention

POLICY PURPOSE:

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

BACKGROUND:

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

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

POLICY STATEMENT:

1. GOODS AND SERVICES AGREEMENTS

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

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

2. MANDATORY DISCLOSURE REQUIREMENT

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

A. Bid or Proposal Disqualification Circumstances

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

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

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

C. Inaccurate or Incomplete Disclosures

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

3. CONTRACT LANGUAGE AFTER SUCCESSFUL BID OR PROPOSAL

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

Wage Theft Prevention

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

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

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

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

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

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

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

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

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

(Adopted: RTC #18-0215 (April 10, 2018))

Lead Department: Office of the City Manager

BASE BID (Items 1- 8) - 2025-27 for Print Contract.
PLEASE PROVIDE SAME PRICING FOR TWO-YEARS.

ITEM	DESCRIPTION	QTY OF COPIES	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet RECYLCED PAPER	Cover: 70# Gloss Cover Book: 50# Offset	Cover: 70# Gloss Cover Book: 50# Offset RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Offset	Cover: 70# Gloss Cover Book: 40# Offset RECYLCED PAPER
			68 pages (64 pages + 4-page cover)							
1	Winter/Spring Guide	69,000	\$42,201.00	N/A	\$36,023.00	\$37,669.00	N/A	N/A	\$28,962.00	\$28,962.00
2	Summer Guide	69,000	\$42,201.00	N/A	\$36,023.00	\$37,669.00	N/A	N/A	\$28,962.00	\$28,962.00
3	Fall Guide	69,000	\$42,201.00	N/A	\$36,023.00	\$37,669.00	N/A	N/A	\$28,962.00	\$28,962.00
			60 pages (56 pages + 4-page cover)							
4	Camp Aquatic Brochure	40,000	\$28,118.00	N/A	\$20,868.00	\$26,555.00	N/A	N/A	\$18,825.00	\$18,825.00
TOTAL PRICE			\$154,721.00	N/A	\$128,937.00	\$139,562.00	N/A	N/A	\$105,711.00	\$105,711.00

ITEM	DESCRIPTION	QTY OF COPIES	Cover: 70# Gloss Cover Book: 50# Offset	Cover: 70# Gloss Cover Book: 50# Offset RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Offset	Cover: 70# Gloss Cover Book: 40# Offset RECYLCED PAPER
			68 pages (64 pages + 4-page cover)			
5	Winter/Spring Guide	69,000	\$36,023	\$43,020	\$28,633	\$28,633
6	Summer Guide	69,000	\$36,023	\$43,020	\$28,633	\$28,633
7	Fall Guide	69,000	\$36,023	\$43,020	\$28,633	\$28,633
			60 pages (56 pages + 4-page cover)			
			Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet RECYLCED PAPER	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet RECYCLED PAPER
8	Camp Aquatic Brochure	40,000	\$30,673	N/A	\$28,118	N/A
TOTAL PRICE			\$138,742.00	\$129,060.00	\$114,017.00	\$85,899.00

Line items 5-8, represents a combination of paper types (one type of paper for the seasonl guide and another type of paper for the camp sunnyvale splash brochure)

OPTIONAL SERVICES

ITEM	DESCRIPTION			QTY	UNIT	TOTAL PRICE
9	Author's changes, per page			As needed	EA	\$35.00
10	Additional signatures, per signature (include page count next column)	Signature (16 Pg Count) =		As needed	EA	TBD-Varies by paper option
11	Additional signatures, per signature (include page count next column)	Signature (8 Pg Count) =		As needed	EA	TBD-Varies by paper option
12	Additional Copies, per 500 Summer Camp Aquatics 4+56 , 70# Gloss /50# Offset			500	Copies	\$188.00
	Acivity Guide, 4 +64, 70# Gloss / 50# Offset					\$209.00
13	Sunnyvale staff will electronically provide the Printer with two lists: a mailing list that includes residents of Sunnyvale and neighboring cities, and a DO NOT MAIL list consisting of individuals who have opted out of receiving promotional materials. The Printer must collaborate with the Marketing Coordinator to finalize each mailing list prior to final approval, ensure DO NOT MAIL recipients are excluded even when using carrier route or ZIP Code targeting, remove duplicates and invalid addresses.			1	EA	\$250,.00

The Quotation Sheet shall include:

- Product trim size: 8.25" x 10.83"
- Cover – (4 pages) Paper: 70# Gloss text
- Inside Book – (56-68 pages) Paper –for each of the paper types
 - o 50# gloss text or 50# silk/velvet text
 - o 50# Offset text
 - o 40# gloss text or 40# silk/velvet text
 - o 40# Offset text
- Ink: (4) four color process over (4) four color process throughout
- Hard Copy Blueline Proof, Digital Check, Print, Saddle stitch
- All cost for printing.
- All costs for labeling.
- All costs for preparation for bulk mailing (include database prep, postal preparation)

14	For the Camp Splash Guide, the Printer will receive a customer list for Camp Splash participants ages 3–17 and a DO NOT MAIL list consisting of individuals who have opted out of receiving promotional material. The Printer may also be asked to generate a targeted mailing list of up to 25,000 names, focusing on children ages 3 to 17 living in single-family homes, townhouses, and apartments in Sunnyvale and neighboring cities.	1	EA	\$200.00
15	Print, delivery and mailing tasks must be completed in adherence to the production schedule. Tasks completed 1-5 calendar days earlier or later than what is listed on the schedule will result in a penatly of 5% less of the bill.	1	EA	\$

line	
13	City will provide mailing list
Line	
14	Additional names buy

paperwork)
•Box and skid pack
•Type of printing in quote: Offset Press printing, digital printing or web-fed printing
•Include all cost for boxing and safe and secure palletizing
•Include cost for delivery of Activity Guides with bulk mailing list names to Palo Alto BMEU Post Office and delivery of non-labeled Activity Guides to the Sunnyvale Community Center.

Other Considerations and Preferences:
•The City prefers off-set printing, but bidder may quote web-fed or digital printing as well.
•Press Check attendance may be requested during normal business hours (M-F 8am-5pm).
•Perform the work at physical facilities located within a distance that can ordinarily be driven from City Hall, located at 456 West Olive Avenue, Sunnyvale CA, during off-commute hours in one hour or less.

BASE BID (Items 1- 8) - 2025-27 for Print Contract.
PLEASE PROVIDE SAME PRICING FOR TWO-YEARS.

ITEM	DESCRIPTION	QTY OF COPIES	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet RECYLCED PAPER	Cover: 70# Gloss Cover Book: 50# Offset	Cover: 70# Gloss Cover Book: 50# Offset RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Offset	Cover: 70# Gloss Cover Book: 40# Offset RECYLCED PAPER
			68 pages (64 pages + 4-page cover)							
1	Winter/Spring Guide	69,000	\$ 37,958.00	\$ 37,958.00	\$ 38,315.50	\$ 38,315.50	\$ 33,099.30	\$ 33,099.30	\$ 35,843.80	\$ 35,843.80
2	Summer Guide	69,000	\$ 37,958.00	\$ 37,958.00	\$ 38,315.50	\$ 38,315.50	\$ 33,099.30	\$ 33,099.30	\$ 35,843.80	\$ 35,843.80
3	Fall Guide	69,000	\$ 37,958.00	\$ 37,958.00	\$ 38,315.50	\$ 38,315.50	\$ 33,099.30	\$ 33,099.30	\$ 35,843.80	\$ 35,843.80
			60 pages (56 pages + 4-page cover)							
4	Camp Aquatic Brochure	40,000	\$ 28,086.60	\$ 28,086.60	\$ 27,179.10	\$ 27,179.10	\$ 24,362.00	\$ 24,362.00	\$ 26,942.60	\$ 26,942.60
TOTAL PRICE			\$ 141,960.60	\$ 141,960.60	\$ 142,125.60	\$ 142,125.60	\$ 123,659.90	\$ 123,659.90	\$ 134,474.00	\$ 134,474.00

ITEM	DESCRIPTION	QTY OF COPIES	Cover: 70# Gloss Cover Book: 50# Offset	Cover: 70# Gloss Cover Book: 50# Offset RECYCLED PAPER	Cover: 70# Gloss Cover Book: 40# Offset	Cover: 70# Gloss Cover Book: 40# Offset RECYLCED PAPER
			68 pages (64 pages + 4-page cover)			
5	Winter/Spring Guide	69,000	\$ 38,315.15	\$ 38,315.15	\$ 35,843.80	\$ 35,843.80
6	Summer Guide	69,000	\$ 38,315.15	\$ 38,315.15	\$ 35,843.80	\$ 35,843.80
7	Fall Guide	69,000	\$ 38,315.15	\$ 38,315.15	\$ 35,843.80	\$ 35,843.80
			60 pages (56 pages + 4-page cover)			
			Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 50# Gloss or Silk/Velvet RECYLCED PAPER	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet	Cover: 70# Gloss Cover Book: 40# Gloss or Silk/Velvet RECYCLED PAPER
8	Camp Aquatic Brochure	40,000	\$ 28,086.60	\$ 28,086.60	\$ 24,362.00	\$ 24,362.00
TOTAL PRICE			\$ 143,032.05	\$ 143,032.05	\$ 131,893.40	\$ 131,893.40

Line items 5-8, represents a combination of paper types (one type of paper for the seasonl guide and another type of paper for the camp sunnyvale splash brochure)

OPTIONAL SERVICES

ITEM	DESCRIPTION			QTY	UNIT	TOTAL PRICE
9	Author's changes, per page			As needed	EA	\$
10	Additional signatures, per signature (include page count next column)	Signature (16 Pg Count) =	50# Gloss, 50#	69000	\$.118369565	\$8167.50
			Offset 40#		\$.11966087	\$8256.60
			Gloss, 40#		\$.100514493	\$6935.50
			Offset		\$.110462319	\$7621.90
11	Additional signatures, per signature (include page count next column)	Signature (8 Pg Count) =	50# Gloss, 50#	69000	\$.074337681	\$5,129.30
			Offset 40#		\$.075023188	\$5,176.60
			Gloss, 40#		\$.064613043	\$4,458.30
			Offset		\$.069905797	\$4,823.50
12	Additional copies, per 500 copies			500		\$
13	Sunnyvale staff will electronically provide the Printer with two lists: a mailing list that includes residents of Sunnyvale and neighboring cities, and a DO NOT MAIL list consisting of individuals who have opted out of receiving promotional materials. The Printer must collaborate with the Marketing Coordinator to finalize each mailing list prior to final approval, ensure DO NOT MAIL recipients are excluded even when using carrier route or ZIP Code targeting, remove duplicates and invalid addresses.			1	EA	\$750.00

Please note that future tarrifs imposed by the U.S. Government are not included.

- The Quotation Sheet shall include:
- Product trim size: 8.25" x 10.83"
 - Cover – (4 pages) Paper: 70# Gloss text
 - Inside Book – (56-68 pages) Paper –for each of the paper types
 - o 50# gloss text or 50# silk/velvet text
 - o 50# Offset text
 - o 40# gloss text or 40# silk/velvet text
 - o 40# Offset text
 - Ink: (4) four color process over (4) four color process throughout
 - Hard Copy Blueine Proof, Digital Check, Print, Saddle stitch
 - All cost for printing.
 - All costs for labeling.
 - All costs for preparation for bulk mailing (include database prep, postal paperwork)
 - Buy and ship back

14	For the Camp Splash Guide, the Printer will receive a customer list for Camp Splash participants ages 3–17 and a DO NOT MAIL list consisting of individuals who have opted out of receiving promotional material. The Printer may also be asked to generate a targeted mailing list of up to 25,000 names, focusing on children ages 3 to 17 living in single-family homes, townhouses, and apartments in Sunnyvale and neighboring cities.	1	EA	\$34.50 per thousand
15	Print, delivery and mailing tasks must be completed in adherence to the production schedule. Tasks completed 1-5 calendar days earlier or later than what is listed on the schedule will result in a penatly of 5% less of the bill.	1	EA	\$

line	
13	City will provide mailing list
Line	
14	Additional names buy

- BOX and SKID pack
 - Type of printing in quote: Offset Press printing, digital printing or web-fed printing
 - Include all cost for boxing and safe and secure palletizing
 - Include cost for delivery of Activity Guides with bulk mailing list names to Palo Alto BMEU Post Office and delivery of non-labeled Activity Guides to the Sunnyvale Community Center.
- Other Considerations and Preferences:
- The City prefers off-set printing, but bidder may quote web-fed or digital printing as well.
 - Press Check attendance may be requested during normal business hours (M-F 8am-5pm).
 - Perform the work at physical facilities located within a distance that can ordinarily be driven from City Hall, located at 456 West Olive Avenue, Sunnyvale CA, during off-commute hours in one hour or less.



City of Sunnyvale

Agenda Item

25-0927

Agenda Date: 10/28/2025

REPORT TO COUNCIL

SUBJECT

Authorize the Issuance of a Purchase Agreement with Escape Velocity Holdings DBA Trace3 for the Purchase and Installation of Storage Servers and Five Years of Maintenance and Support (F26-069)

REPORT IN BRIEF

Approval is requested to authorize a purchase agreement with Escape Velocity Holdings DBA Trace3 of Irvine, CA, in the amount of \$449,775.74. The agreement includes purchase of storage servers, installation support, and five years of maintenance and support services.

EXISTING POLICY

Pursuant to Section 2.08.040 of the Sunnyvale Municipal Code, Council approval is required for the procurement of goods and/or services greater than \$250,000 in any one transaction.

In accordance with Sunnyvale Municipal Code Section 2.08.220(b), the purchasing officer may authorize the procurement of goods and/or services through a contract initiated by another governmental, public or quasi-public agency, provided that the original parties to the contract agree, the contract was awarded within 36 months of the date of city authorization to utilize the contract, the contract is for identical or nearly identical goods and/or services, and the contract resulted from competitive bids methods similar to those set forth in Sunnyvale Municipal Code Section 2.08.060.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

The City's storage servers are crucial to maintaining reliable operations, ensuring data integrity, and providing essential City services. The storage infrastructure at the Emergency Operations Center Disaster Recovery site is approaching the end of the manufacturer's support period. When the support ends, the City will no longer receive software updates, security patches, or technical assistance, which increases the risks of security breaches and service disruptions.

The upgrade is also necessary to support the new Computer-Aided Dispatch system, ensuring sufficient capacity, performance, and resiliency at the Disaster Recovery site to maintain continuity of critical public safety operations.

Upgrading using the same manufacturer will simplify migration, minimize downtime, and support a smooth transition to currently supported hardware.

FISCAL IMPACT

The total cost is \$449,775.74, which includes the storage servers, five years of maintenance and support, installation support, and training. Sufficient budget is available in Fund 7027 - Technology and Communication Services Fund under Project 837310 - Blade Server Replacement and Project 835610 - Computer-Aided Dispatch (CAD) System Replacement. The Technology and Communications Fund is funded through internal service charges to user departments.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the City Hall reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Take the following actions:

- Award a five-year purchase agreement to Escape Velocity Holdings, dba Trace3, in the amount of \$449,775.74 for hardware, installation, configuration services, and five years of maintenance and support, effective from the date of contract execution through five years thereafter;
- Authorize the City Manager to execute the agreement when all necessary conditions have been met;
- Authorize the City Manager to renew the agreement for up to two additional one-year periods contingent on available funding, continued need, and acceptable pricing and service levels; and
- Authorize the City Manager to increase the contract amount, during the term of the agreement (including any authorized renewal periods), up to the limits of available budget appropriations.

LEVINE ACT

The Levine Act (Gov. Code Section 84308) prohibits city officials from participating in certain decisions regarding licenses, permits, and other entitlements for use if the official has received a campaign contribution of more than \$500 from a party, participant, or agent of a party or participant in the previous 12 months. The Levine Act is intended to prevent financial influence on decisions that affect specific, identifiable persons or participants. For more information see the Fair Political Practices Commission website: www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

An "X" in the checklist below indicates that the action being considered falls under a Levine Act category or exemption:

SUBJECT TO THE LEVINE ACT

- ☐ Land development entitlements
- ☐ Other permit, license, or entitlement for use
- ☒ Contract or franchise

EXEMPT FROM THE LEVINE ACT

- ☐ Competitively bid contract*
- ☐ Labor or personal employment contract
- ☐ Contract under \$50,000 or non-fiscal
- ☐ Contract between public agencies
- ☐ General policy and legislative actions

* "Competitively bid" means a contract that must be awarded to the lowest responsive and responsible bidder.

Prepared by: David Battaglia, Purchasing Officer

Reviewed by: Matthew Paulin, Director of Finance

Reviewed by: Kathleen Boutté Foster-Gee, Director of Information Technology

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Tim Kirby, City Manager

ATTACHMENTS

1. Project Budget Sheet 837310
2. Project Budget Sheet 835610

837310 - Blade Server Replacement

Originating Year:	2025	Project Type:	Governance and Community Engagement	Department:	290 - Information Technology
Planned Completion Year:	2025/26	Category:	Infrastructure	Project Manager:	Wil Guitarte

Project Description/Scope/Purpose

Replace the City's blade servers to ensure continuous availability of critical systems. The upgrade will provide a modern, reliable infrastructure that improves performance and minimizes the risk of outages.

Project Evaluation and Analysis

The City's blade server infrastructure has reached end-of-support. Aging hardware poses an increasing risk of system failures, performance issues, and lack of vendor support—potentially disrupting City operations and services. Replacing the infrastructure is essential to maintain reliability and performance.

Fiscal Impact

The total project cost is \$882,231, which is fully funded through 7027 - Technology & Communications Services Fund. This amount covers costs for implementation include hardware, maintenance support, and backfill of City staffing. The ongoing costs include hardware support and upgrade/replacement costs.

Please refer to the attached document for a detailed cost breakdown.

Funding Sources

Technology and Communication Services Fund

Plans and Goals

SN - Safety and Noise - SN-3: Safe and Secure City

Project Financial Summary

	Project Costs	Revenues	Operating Costs
Prior Actual	-	-	-
2024-25	-	-	-
2025-26	882,231		-
2026-27	22,741	-	-
2027-28	378,294	-	-
2028-29	48,120	-	-
2029-30	292,811	-	-
2030-31	871,368	-	-
2031-32	491,522	-	-
2032-33	245,161	-	-
2033-34	55,784	-	-
2034-35	584,508	-	-
2035-36	-	-	-
2036-37	94,867	-	-
2037-38	1,246,051	-	-
2038-39	636,755	-	-
2039-40	323,246	-	-
2040-41	-	-	-
2041-42	411,371	-	-
2042-43	329,475	-	-
2043-44	154,056	-	-
2044-45	361,222	-	-
20 Year Total	7,429,583	-	-
Grand Total	7,429,583	-	-

835610 - Computer Aided Dispatch (CAD) System Replacement

Originating Year:	2021	Project Type:	Public Safety	Department:	290 - Information Technology
Planned Completion Year:	2026/27	Category:	Special	Project Manager:	Kathleen Boutte Foster-Gee

Project Description/Scope/Purpose

The Department of Public Safety (DPS) uses critical software for Computer Aided Dispatch (CAD) and Mobile Computing (Mobile). CAD supports comprehensive dispatching and incident control for law enforcement, fire, and emergency medical services. The current system is reaching end-of-life and will need to soon be replaced with a modernized system that will meet DPS' needs to deliver critical services to the residents of Sunnyvale. The City anticipates this project will occur in two distinct phases.

During the first phase of the project, the selected vendor will utilize a test/temporary instance of the CAD solution to conduct a comprehensive identification and review of all processes affected as described in the requirements matrix. The outcome of this effort will be to determine critical business processes impacted in the and support product configuration and business process engineering; Findings will be documented in a Requirements Traceability Matrix (RTM) along with documentation to identify where the City would be better served by changing its processes to fit "industry best practices" or "product capabilities." The second phase will encompass implementation of the selected solution refined by the findings of Phase 1.

The City completed Phase 1, fit gap, and consequently the Council approved (FY24-0692) additional 2 phases – fit gap and implementation of a RMS from the same vendor. The cost of licensing and implementing the RMS will require additional funding.

Project Evaluation and Analysis

The system replacement is evaluated through a formal Purchasing process. The Department of Public Safety identified requirements. Purchasing published a Request for Proposal and vendors responded with their ability to address the requirements. Assessment of proposals and site visits were conducted to evaluate vendors. The top vendor will be consigned to create a model of the system which must demonstrate that requirements are met before a final contract is entered.

The primary objective of the system is to provide the ability for the dispatchers to accept, track and monitor emergency calls and dispatch public safety personnel to respond to citizen and businesses requests for assistance. As part of the City of Sunnyvale Department of Public Safety disaster recovery and business continuity plan, the proposed CAD system must also reside in an alternate PSAP (Public Safety Answering Point). A PSAP is a call center where emergency calls for police, fire, and ambulance are responded to by Dispatchers. An alternate PSAP is identical to that of the primary PSAP except that it is physically at a different location. The CAD system in the alternate PSAP will only be used when the primary PSAP is unusable. Nevertheless, the alternate PSAP must always be operationally ready. This means that all updates to the CAD system in the primary PSAP must be made to the CAD system located at the alternate PSAP in real time. It is critical that all requirements for this new system are met, because this is a system that cannot fail.

Fiscal Impact

The total 20-year project cost is \$45 million, including staff cost, equipment upgrade, system maintenance, license cross over 20 years. Record Management System (RMS) upgrade implementation and staff cost are \$10 million.

Please refer to the attached document for a detailed cost breakdown.

Funding Sources

Technology and Communication Services Fund

Plans and Goals

SN - Safety and Noise - SN-2: Effective Disaster Preparedness

SN - Safety and Noise - SN-3: Safe and Secure City

SN - Safety and Noise - SN-5: Effective Fire Service Response System

SN - Safety and Noise - SN-7: Effective Emergency Communication Services

SN - Safety and Noise - SN-6: Effective Emergency Response Capability

Project Financial Summary

	Project Costs	Revenues	Operating Costs
Prior Actual	200,595	-	-
2024-25	6,423,399	-	-
2025-26	3,349,400	-	-
2026-27	1,190,700	-	-
2027-28	732,703	-	-
2028-29	1,238,415	-	-
2029-30	1,135,999	-	-
2030-31	1,189,894	-	-
2031-32	1,594,693	-	-
2032-33	1,298,365	-	-
2033-34	1,356,351	-	-
2034-35	1,808,476	-	-
2035-36	1,482,892	-	-
2036-37	3,909,389	-	-
2037-38	3,981,629	-	-
2038-39	2,194,747	-	-
2039-40	1,778,961	-	-
2040-41	1,861,885	-	-
2041-42	1,948,715	-	-
2042-43	2,039,636	-	-
2043-44	2,134,842	-	-
2044-45	2,161,587	-	-
20 Year Total	38,389,282	-	-
Grand Total	45,013,276	-	-



City of Sunnyvale

Agenda Item

25-1017

Agenda Date: 10/28/2025

REPORT TO COUNCIL

SUBJECT

Authorize an Amendment to the Memorandum of Understanding Between City of Sunnyvale and City of Mountain View Relating to the Operation of SMaRT Station®

BACKGROUND

The Sunnyvale Materials Recovery and Transfer (SMaRT) Station is a City-owned facility located at 301 Carl Road, Sunnyvale. The facility receives municipal solid waste (MSW), source-separated recyclables, and organic materials from the Cities of Sunnyvale and Mountain View. Operations at the SMaRT Station include sorting all the material to recover recyclable and compostable materials, with the remaining residue transferred to the Kirby Canyon Landfill. Additional processing activities prepare recyclables for shipment to recycling markets, food scraps to wastewater treatment plants in East Bay and the Peninsula and other organic material to composting facilities nearby.

The cities of Sunnyvale and Mountain View currently have a fifteen-year Memorandum of Understanding (MOU) approved by Council on June 29, 2021 (RTC 21-0082). The MOU outlines the partnership structure for sharing SMaRT Station operating, capital, debt, and other costs and revenues. The current MOU term extends through December 31, 2036. The City of Cupertino recently executed a separate merchant agreement with the City of Sunnyvale to bring their MSW to the SMaRT Station once the SMaRT Station capital improvements are complete, likely around the beginning of 2027.

Cost Allocation

Under the MOU, the allocation of costs for SMaRT Station operations is determined by each partner city's respective share of materials delivered to the facility. Similarly, costs related to debt service for the replacement or refurbishment of capital items are distributed according to each partner city's incoming tonnage at the time of debt issuance.

Revenues from source-separated recycling materials are distributed based on the types and quantities of materials each partner city delivers. Revenues from the recycling materials recovered from mixed incoming waste streams are allocated according to each partner City's incoming tonnage. Net revenues from merchant users like the City of Cupertino will be similarly allocated according to the partner cities' incoming tonnage.

Financial Administration

All MOU-related revenues and expenditures associated with the SMaRT Station are managed through dedicated SMaRT Station operating and capital enterprise funds administered by the City of Sunnyvale.

EXISTING POLICY

Council Goal 3.2F states the objective: “Maintain sound financial strategies and practices that will enable the City to provide comprehensive solid waste management services to the community while keeping refuse rates at or below countywide averages for cities using cost of service pricing.”

Council Policy 7.1C.1.3 - Capital Improvement Policies: High priority should be given to replacing capital improvements prior to the time that they have deteriorated to the point where they are hazardous, incur high maintenance costs, negatively affect property values, or no longer serve their intended purposes.

Council Policy: 7.1I, I.1: Enterprise Fund Policies:

7.1I.1b.1: Capital improvements associated with the existing infrastructure of a utility should be primarily funded from two sources: rate revenue and debt financing.

7.1I.1b.5: Bonded debt financing should be used for capital improvements as appropriate to:

- Make cost recovery of an asset more consistent with its useful life
- Equitably assign cost over multiple generations of customers who use the assets
- Smooth near-term rate impacts of the project

Council Fiscal Policy 7.1.8 - Debt Management:

7.1.8.2(a): Long-Term Debt proceeds may be used: a. To finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the City (a Project) to provide basic services and/or benefit constituents over multiple years.

7.1.8.5(c): Revenue Bonds: all City utility-related improvements shall be funded only from revenues of the respective utilities.

ENVIRONMENTAL REVIEW

The amendments to the MOU are not a project that requires environmental review under the California Environmental Quality Act (CEQA) because it is an administrative activity that will not result in physical changes to the environment (CEQA Guidelines 15378(b)).

DISCUSSION

The SMaRT Station is currently undergoing significant upgrades as part of the NextGen Project (Project No. 828260). The scope of work includes the removal of existing equipment and structural elements as necessary, and the complete design, fabrication, permitting, supply, and installation of new processing equipment to modernize facility operations and improve facility diversion. The total estimated cost of the project is \$51.54 million. The City obtained a grant from CalRecycle for \$6.58 million which will fund a portion of the equipment costs. The City plans to finance the rest of the project cost through the issuance of revenue bonds.

The proposed 20-year bond term does not align with the current MOU term among the partner cities. The proposed amendments to the MOU would confirm Mountain View’s commitment to pay for its entire share of debt service, which is expected to begin with the bond issuance on or about November 30, 2025, and conclude 20 years later. The amendment provides Mountain View with three options once the current MOU term expires on December 31, 2036:

1. Continue as a Partner and extend the MOU for an additional term that concludes on the same

date as the final NextGen bond payment (November 1, 2045);

2. Elect to continue as a Merchant until the final NexGen bond payment (November 1, 2045), or
3. Satisfy Mountain View's portion of the outstanding principal balance of the NextGen bonds, and any underwriter and legal fees necessary to redeem Mountain View's portion of the NextGen bonds prior to final maturity.

In a partnership agreement, all costs and benefits are shared in proportion to the use of the facility, while in a merchant user agreement, the user would pay a per-ton price.

Additionally, Mountain View wishes to make a one-time cash contribution of \$4 million towards the project costs. The proposed amendment memorializes this contribution. The \$4 million contribution will reduce the total amount of debt financing needed from \$44.96 million to \$40.96million and reduce Mountain View's portion of the debt financing from \$12.03 million to \$8.03 million.

Staff are seeking City Council authorization for the City Manager to make administrative updates to the exhibits of the existing Memorandum of Understanding (MOU) with the City of Mountain View. The proposed revisions are intended to clarify and reflect current project conditions and include the following:

1. Exhibit B: Update the material stream composition to reflect the inclusion of the City of Cupertino.
2. Exhibit D: Revise cost estimates and the overall project schedule.
3. New Exhibit: Add a debt service payment schedule.

FISCAL IMPACT

Through these amendments, the MOU reinforces the partner cities' sustained obligation toward operational and capital cost contributions over the bond term, thereby supporting consistent governance and financial stability.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the City Hall reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

RECOMMENDATION

Take the following actions:

- Approve amendment of Memorandum of Understanding between City of Sunnyvale and City of Mountain View relating to the Operation of SMaRT Station®; and
- Authorize the City Manager to make administrative updates to Exhibits B and D of the Memorandum of Understanding, and to approve a new exhibit to add a debt service payment schedule.

LEVINE ACT

The Levine Act (Gov. Code Section 84308) prohibits city officials from participating in certain decisions regarding licenses, permits, and other entitlements for use if the official has received a campaign contribution of more than \$500 from a party, participant, or agent of a party or participant in the previous 12 months. The Levine Act is intended to prevent financial influence on decisions that affect specific, identifiable persons or participants. For more information see the Fair Political Practices Commission website: www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

An "X" in the checklist below indicates that the action being considered falls under a Levine Act category or exemption:

SUBJECT TO THE LEVINE ACT

- ☐ Land development entitlements
- ☐ Other permit, license, or entitlement for use
- ☐ Contract or franchise

EXEMPT FROM THE LEVINE ACT

- ☐ Competitively bid contract*
- ☐ Labor or personal employment contract
- ☐ Contract under \$50,000 or non-fiscal
- ☒ Contract between public agencies
- ☐ General policy and legislative actions

* "Competitively bid" means a contract that must be awarded to the lowest responsive and responsible bidder.

Prepared by: Shikha Gupta, Solid Waste Programs Division Manager

Reviewed by: Ramana Chinnakotla, Director, Environmental Services Department

Reviewed by: Matthew Paulin, Finance Director

Reviewed by: Sarah Johnson-Rios, Assistant City Manager

Approved by: Tim Kirby, City Manager

ATTACHMENTS

1. Amendment 1 to the New Memorandum of Understanding ("MOU") is between the CITY OF MOUNTAIN VIEW ("Mountain View") and the CITY OF SUNNYVALE

2. Memorandum of Understanding between the City of Mountain View and the City of Sunnyvale dated July 2021

AMENDMENT No. 1 TO NEW MEMORANDUM OF UNDERSTANDING

AMONG THE CITIES OF MOUNTAIN VIEW AND SUNNYVALE RELATING TO THE OPERATION OF A MATERIALS RECOVERY AND TRANSFER STATION

This Amendment No. 1 ("Amendment") to the New Memorandum of Understanding ("MOU") is entered into by and between the CITY OF MOUNTAIN VIEW ("Mountain View") and the CITY OF SUNNYVALE ("Sunnyvale" or "Managing Partner").

RECITALS

- A. Mountain View and Sunnyvale are parties to that New Memorandum of Understanding titled "New Memorandum of Understanding Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery and Transfer Station," dated July 2021 (the "MOU").
- B. Section 14.4 of the MOU provides that the MOU may be amended in writing signed by all Partners and Section 3.4 of the MOU provides for the Partners to meet and confer regarding extensions and the Partners did meet and confer throughout 2025.
- C. The Partners desire to (i) provide Mountain View with a post-term election to either remain a Partner or elect to become a merchant user, (ii) align the MOU's duration with "SMaRT Next Gen Refurbishment" ("NextGen") bonds, anticipated to be issued on or about November 18, 2025, and (iii) provide for Mountain View to make an upfront payment to reduce debt costs and to clarify Mountain View's responsibility for its share of debt service.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Partners agree as follows:

1. Section 2, Definitions, is amended to add Sections 2.33 through 2.35 as follows:

2.33 "Bond Issuance Date" means the date on which the Managing Partner first issues bonds or other long-term financing that funds the design and construction of the Planned Capital Improvements described in Section 4 and Exhibit D of the MOU.

2.34 "Bond Maturity Date" means the principal payment date that is approximately twenty (20) years after the Bond Issuance Date for the Next Gen Refurbishment Capital Project. The Partners anticipate, but do not require, that the Bond Issuance Date will occur on or about November 18, 2025. For the avoidance of doubt, if the Bond Issuance Date is November 18, 2025, the Bond Maturity Date will be November 1, 2045.

2.35 “Post-Term Election” means Mountain View’s election, effective upon the conclusion of the **Base Term**, to either (a) to remain a Partner to the MOU for any extension term agreed by the Partners, or (b) to become a merchant user of the Facility.

2. SECTION 3.4, Meet and Confer On Extension, is amended to read as follows:

No later than December 31, 2035, the Partners shall meet and confer regarding Mountain View’s election articulated in Section 3.6.

3. SECTION 3, Term, is amended to add Section 3.6 as follows.

3.6 Post-Term Election.

3.6(a) After the Base Term, which concludes on December 31, 2036, Mountain View shall have the option to either (1) continue as a Partner and extend the MOU for an additional term that concludes on the same date as the final NextGen bond payment (November 1, 2045); (2) elect to continue as a merchant under Section 9.2 until the final NexGen bond payment, or (3) satisfy Mountain View’s portion of the outstanding principal balance of the NextGen bonds, and any underwriter and legal fees necessary to redeem Mountain View’s portion of the NextGen bonds prior to final maturity. Mountain View shall provide its election decision to Sunnyvale in writing no later than June 30, 2036.

3.6(b) If Mountain View elects to become a merchant pursuant to Section 9.2, any merchant fees paid by Mountain View shall first incorporate the cost of NextGen Bonds payments that are planned to be made after December 31, 2036, just as they would for any other merchant. Sunnyvale shall determine the merchant fee, inclusive of NextGen bond payments, but this fee shall be set at the same rate as those applied to other merchants Sunnyvale has at that time. Mountain View shall not be charged a higher merchant fee because of the NextGen bond.

3.6(c) Nothing in this Section shall be deemed to compel Sunnyvale to seek a call option for its bond issuance. Mountain View’s Post-Term Election does not relieve Mountain View of any obligations accrued prior to the Base Term Date, including payment of its share of fixed costs included in Tip Fees and debt service as provided in Section 4.3 and Section 10.3.

4. Section 4, Planned Capital Improvements, is amended to add Section 4.5 as follows:

4.5 Mountain View Capital Contribution for NextGen Financing

Upon execution of this Amendment, Sunnyvale shall invoice Mountain View for Mountain View’s proportionate share of costs accrued to-date, which the parties reasonably estimate is \$4,000,000. As soon as practicable after receipt of the invoice, Mountain View shall make a one-time pay-as-you go payment of Four Million Dollars (\$4,000,000) (the “One-Time Contribution”) to be applied by the Managing Partner to complete the NextGen project as soon

as practicable upon receipt of the invoice from Sunnyvale. The One-Time Contribution shall be credited solely to Mountain View's share of the NexGen capital costs. Mountain View's share of bond issuance, underwriting, and legal fees shall be reduced in the same proportion that \$4,000,000 represents of the NextGen project's total principal cost in 2025 dollars.

4.5(a) Mountain View Responsibility for Debt Component. The major portion of the NextGen project has been bid as of the date of this Amendment and has a principal cost of \$51.54 million. The following table illustrates the allocation of project costs between Mountain View and Sunnyvale:

Total Costs	\$51,536,006	
State Recycling Grant	-6,575,000	
Net Project Cost	\$44,961,006	
		Share of Net Project Cost
Sunnyvale Project Cost Share (and Bond Funded Project Costs)	\$32,929,441	73.24%
Mountain View Project Cost Share	12,031,565	26.76%
Less Cash Contribution	-4,000,000	
Net Mountain View Share of Bond Funded Project Costs	\$8,031,565	

The second sentence of the paragraph in Exhibit I entitled "Debt Service on the Bonds" is hereby deleted.

4.5(b) Cost Overruns. If Sunnyvale becomes aware of any change in actual or projected costs of the NextGen project that will result in cost escalation above \$51.54 million regardless of cause, including any factors outside the control of the parties such as, but not limited to: seismic activity, fire, flood, tsunami, any natural disaster, labor unrest, labor strike, war, insurrection, civil unrest, foreign or domestic terrorism, riot, embargoes, trade restrictions, pandemic, declaration of any emergency by the United States, declaration of any emergency by the State of California, or declaration of any regional emergency, Sunnyvale shall promptly notify Mountain View in writing and submit a revised project budget. The parties shall designate staff to meet and confer regarding potential options that can be presented for appropriate approval by the respective City Managers, City Councils, or other appropriate authority as required by

each city's respective City Code and Charter. Mountain View shall have no obligation to make payments for the NextGen project over \$51.54 million without such approval. Any costs over \$51.54 million that are not approved by Mountain View will be paid from revenues remaining in the SMaRT Station Fund after the City has paid (1) the costs of operating and maintaining the SMaRT Station for the applicable fiscal year and (2) debt service payable from amounts in the SMaRT Station Fund in the applicable fiscal year.

4.5(c) Following issuance of the bonds, and based on the calculation in Section 4.5(a), Sunnyvale and Mountain View's respective bond payment obligations for each year of the NextGen project will be attached to this Amendment as Exhibit __ of the MOU.

5. Conforming Changes; No Other Amendments.

Except as expressly amended herein, all other terms and conditions of the MOU remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Partners have executed this Amendment as of the dates set forth below.

CITY OF MOUNTAIN VIEW

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM (Mountain View)

By: _____
Name: _____
Title: Finance & Administrative Services
Director
Date: _____

By: _____
Name: _____
Title: City Attorney
Date: _____

CITY OF SUNNYVALE

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM (Sunnyvale)

By: _____
Name: _____
Title: City Attorney
Date: _____

**NEW MEMORANDUM OF UNDERSTANDING
AMONG THE CITIES OF MOUNTAIN VIEW AND SUNNYVALE
RELATING TO THE OPERATION OF A MATERIALS RECOVERY
AND TRANSFER STATION**

**Final
July 2021**

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EXHIBITS

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This New Memorandum of Understanding ("MOU") is made this ²² day of _____, 2021 ("Effective Date") by and between the CITY OF MOUNTAIN VIEW, a chartered municipal corporation ("Mountain View") and CITY OF SUNNYVALE, a chartered municipal corporation ("Sunnyvale" or "Managing Partner"), (each a "Partner" and collectively the "Partners").

RECITALS

WHEREAS, the Partners and the City of Palo Alto currently utilize the Sunnyvale Materials Recovery and Transfer Station ("Facility") as more particularly set forth in that Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto, and Sunnyvale Relating to the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon Landfill, dated June 9, 1992, as amended and as may be amended ("Second MOU"); and

WHEREAS, under the terms of the Second MOU, the Managing Partner owns the Sunnyvale Materials Recovery and Transfer Station ("Facility"); and

WHEREAS, the Managing Partner contracts with a third party to operate the Facility ("Operator"); and

WHEREAS, the Second MOU expires soon, and the Partners have negotiated this MOU to outline the use and management of the Facility by the Partners and other third parties beginning on the Commencement Date, as defined below. The Second MOU shall be of no further force or effect after the Commencement Date and the City of Palo Alto will not participate after the Commencement Date.

NOW, THEREFORE, in consideration of the foregoing, the Partners hereby agree as follows:

AGREEMENT

1. Purpose and Goals

The Partners have entered into this MOU for the following purposes and to accomplish the following goals:

- (a) Address the Partners' obligations and responsibilities with sufficient specificity to address contingencies.
- (b) Ensure future Operator Agreements are structured to be in alignment with, and in support of the MOU.
- (c) Ensure the Partners are guaranteed capacity in the Facility to meet all defined processing needs.
- (d) Meet each Partner's Diversion needs in a fair and equitable manner.
- (e) Identify and mitigate financial risks to the Partners related to the scope of this MOU to the extent possible, including avoidance of unanticipated financial obligations.
- (f) Simplify financial reporting, where possible, to facilitate clearer messaging to decision-makers and the public.

2. Definitions

- 2.1 "C&D Debris" includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding Excluded Waste. C&D Debris includes rocks, soils, tree remains and other yard trimmings which results from land clearing or land development operations in preparation for construction.
- 2.2 "Capital Reserve Fund" means that reserve fund established by the Managing Partner pursuant to Section 10.1(b) to be used for the cost of anticipated or unanticipated capital improvements, except those covered by the Equipment Maintenance/Replacement Reserve Fund, to the Facility, including the Planned Capital Improvements, as set forth in Section 4.
- 2.3 "Commencement Date" means January 1, 2022.
- 2.4 "Disposal" means the final disposition of MSW or Residue at a Landfill
- 2.5 "Diversion" or "Diverted" broadly refers to activities that recover useful materials from MSW, and thus reduce the amount of materials intended for Disposal. Specific Diversion activities directly provided by the Facility or by third parties through the provisions of the MOU include, but are not limited to recovery of Organics, Recyclables, and C&D Debris from Processing of MSW and Residue, and from Processing of source-separated Organics, source-separated Recyclables, and source-separated C&D Debris.
- 2.6 "Diversion Goal" means, as provided in Section 6.3 and Exhibit C Material Composition and Diversion, the relative ratio of annual tons of MSW to be Diverted at the Facility to total annual tons of MSW delivered, expressed as a percentage.
- 2.7 "Effective Date" means the date on which the MOU is fully executed by both Partners.
- 2.8 "Equipment Maintenance/Replacement Reserve Fund" means that reserve fund established by the Managing Partner pursuant to Section 10.1(c) to be used to pay for any anticipated equipment maintenance and replacement expenses for the Facility.
- 2.9 "Excluded Waste" means hazardous substance, hazardous waste, volatile, corrosive, biomedical, infectious, biohazardous, radioactive, sewage, restaurant grease and tallow and toxic substances or material, waste that the Managing Partner reasonably believes would, as a result of or upon Disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in the Managing Partner's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose any Partner or the Operator to potential liability.
- 2.10 "Facility" means the Sunnyvale Materials Recovery and Transfer Station, i.e., the SMaRT Station®.
- 2.11 "Force Majeure" means the failure of any Partner to meet its obligations under this MOU by reason of acts of God, earthquakes, droughts, floods, storms, explosion, fires, third party strikes, insurrection, riots, pandemics, epidemics, acts of the public enemy, or federal, state, or local law, order, rule, or regulation, excepting any imposed by a Partner in its sole discretion.

- 2.12 "Full Start-Up Date" means the date that the Facility commences full service following completion of the Planned Capital Improvements, as defined in Section 4, currently estimated to be March 2025.
- 2.13 "Gate Rate(s)" means the rate(s) charged to Self-Haul customers by the Managing Partner or its Operator for processing and/or Disposal of C&D Debris, MSW, Organics, Recyclables, and other materials delivered to the Facility.
- 2.14 "Hauler" means any entity with the right to collect and transport discarded MSW, Recyclables, Organics, or other materials to the Facility for processing or Disposal that is generated within a Partner's jurisdiction as provided for in a franchise, license, permit or other approval issued by a Partner under the terms of its municipal code and applicable law. Hauler includes a Partner if it provides collection services with its own personnel. Hauler does not include anyone utilizing the ability to Self-Haul.
- 2.15 "Host Fee" means those payments to the Managing Partner as set forth in Section 10.3(c). The Host Fee compensates the Managing Partner for hosting the Facility within its jurisdiction and is charged for the entrance to and use of Sunnyvale property.
- 2.16 "Land Rent" means those payments to the Managing Partner as set forth in Section 10.3(d). The Land Rent compensates the Managing Partner for the reasonable rental value of Sunnyvale property for use of the Facility.
- 2.17 "Landfill" means the landfill used for Disposal of Residue, which is the Kirby Canyon Sanitary Landfill as of the Effective Date.
- 2.18 "Managing Partner" means the City of Sunnyvale.
- 2.19 "MRF Fines" means the two-inch (2") minus material fraction (i.e., material equal to or less than two (2) inches in diameter) that results from mechanized sorting of recoverable materials from MSW, and that are high in organic content. MRF Fines are a subset of Organics.
- 2.20 "MOU" means this Memorandum of Understanding.
- 2.21 "Municipal Solid Waste" or "MSW" means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, Section 40191 and regulations promulgated thereunder. Excluded from the definition of MSW are Excluded Waste, source-separated Recyclables, source-separated Organics, and radioactive waste. Notwithstanding any provision to the contrary, MSW may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code as they may be amended from time to time.
- 2.22 "Operator" means the third-party providing day-to-day Facility operations under the terms of an Operator Agreement with the Managing Partner. If no Operator Agreement is executed or in effect, Managing Partner may be the Operator.
- 2.23 "Operator Agreement" means the agreement between the Managing Partner and Operator for day-to-day operation of the Facility.

- 2.24 “Organics” means material originated from living organisms and their metabolic waste products including, but not limited to food, green materials, landscape and pruning waste, lumber, wood, paper products, printing and writing paper, MRF Fines, or as otherwise defined by the Managing Partner. As of the Effective Date and unless modified by the Managing Partner, Organics does not include organic textiles and carpets, manure, biosolids, digestate, and sludges.
- 2.25 “Partner” means one of Mountain View, Sunnyvale, or any entity that becomes a Partner under the provisions of Section 9.1.
- 2.26 “Planned Capital Improvements” means those capital improvements set forth in Exhibit D Capital Improvements to be constructed by or at the direction of the Managing Partner, as set forth in Section 4.
- 2.27 “Pre-Commencement Period” means the period beginning with the Effective Date and ending with the Commencement Date during which the Second MOU remains in effect, while the Planned Capital Improvements provisions of the MOU set forth in Sections 3.1, 4, 7, and 10.2 are also in effect.
- 2.28 “Residue” means those materials that, after processing, are Disposed of rather than recycled due to either the lack of viable markets for materials, lack of recoverable materials of a sufficient quantity or quality to warrant additional recovery, or inability of the Facility to capture and recover the materials.
- 2.29 “Recyclables” means those materials identified in Exhibit H Recyclables, which may be revised as provided for in Section 6.4.
- 2.30 “Second MOU” means that certain Second Memorandum of Understanding Among the Cities of Mountain View, Palo Alto, and Sunnyvale Relating the Construction and Operation of a Materials Recovery and Transfer Station and the Long Term Disposal of Municipal Solid Waste at Kirby Canyon, dated June 9, 1992, as amended and as may be amended.
- 2.31 “Self-Haul” means the transport of MSW, Recyclables, Organics, or other materials to the Facility for processing and/or Disposal by the generator of such material, or some other entity permitted to do so on behalf of the generator without a solid waste franchise or similar permit, under the terms of the ordinances or regulations of a Partner or other applicable regulatory authority. Self-Haul for types of materials may exclude or include materials from generators outside of the jurisdictional boundaries of the Partners as set forth in Section 5.1. Self-Haul does not include the transport of materials to the Facility by the Partner’s personnel.
- 2.32 “Tip Fee(s)” means the per-ton fee paid by each Partner as set forth in Section 10.3.

3. Term

3.1 Base Term

The MOU shall take effect upon the Effective Date and expire on December 31, 2036 unless earlier terminated as provided in this MOU.

3.2 Applicable Provisions During Pre-Commencement Period

During the Pre-Commencement Period, the terms of the Second MOU shall apply and be in effect. During the Pre-Commencement Period, only the applicable provisions of Sections 3, 4, 7 and 10.2 of this MOU shall apply and be in effect, which includes Sections 3.1 through 3.4, the provisions of Section 4 related to the design of the Planned Capital Improvements, those provisions of Section 7 as applied to development and execution of an Operator Agreement during the Pre-Commencement Period, and Section 10.2.

3.3 Full Applicability of MOU Provisions

Except for those provisions identified in Section 3.2 above which apply during the Pre-Commencement Period, all other provisions of the MOU shall take effect on and apply as of the Commencement Date.

3.4 Meet and Confer on Extension

On or before December 31, 2033, the Partners shall meet and confer regarding whether to extend the MOU and the applicable terms and conditions of any extension.

3.5 Early Withdrawal

A Partner other than the Managing Partner may terminate the MOU after the Commencement Date with written notice to the other Partners provided at least two (2) years in advance of the termination date. The Managing Partner may terminate the MOU after the Commencement Date with written notice to the other Partners provided at least three (3) years in advance of the termination date. Upon receipt of such notice, the Partners shall determine the assets and liabilities for the Facilities as of the date of such notice. The withdrawing Partner shall be responsible for its share of all outstanding liabilities, including debt services for the Facility or any improvements. Payment to satisfy such outstanding liabilities shall be made to the Managing Partner prior to withdrawal.

4. Planned Capital Improvements

The Managing Partner shall perform or cause to be performed the Planned Capital Improvements set forth in Exhibit D Capital Improvements. The design of the Planned Capital Improvements shall commence during the Pre-Commencement Period.

4.1 Schedule

The Managing Partner shall design, construct, and complete the Planned Capital Improvements from the Effective Date until the Full Start-Up Date pursuant to the estimated schedule set forth in Exhibit D Capital Improvements. The Partners shall approve any reasonable adjustments to the schedule requested by the Managing Partner, which shall not require an amendment to this MOU and shall be effective unless objected to in writing by a Partner within thirty (30) days of receipt of the updated schedule as provided by the Managing Partner. The Managing Partner shall provide the other Partners with quarterly status updates on the Planned Capital Improvements, and any Partner may at any time request to promptly meet and confer regarding the updates. The Managing Partner shall further allow Partner review of initial designs, including by a consultant of Partner's choice and at Partner's sole expense, provided that such review shall not hinder Managing Partner's ability to meet its schedule obligations to the Partners. Partners shall take such steps as are necessary to minimize schedule impacts by arranging, in advance, for expedited internal and/or consultant review. If edits to the type or scope of Planned Capital Improvements are necessary, the Managing Partner shall inform the Partners of the requested change and its effect on cost and schedule. The Partners shall reasonably review and approve such changes,

which will not be unreasonably withheld. Any dispute regarding a change shall be subject to the dispute resolution procedures set forth in Section 13. The Managing Partner shall not be responsible for changes to the schedules due to factors beyond its reasonable control, including, but not limited to, failure by other Partners to promptly respond to questions or opportunities for comment, permit issuance, environmental review, contractor disputes not due to or caused by the willful misconduct or negligent acts of the Operator and/or the Managing Partner, litigation not initiated by or due to or caused by the willful misconduct or negligent acts of Operator and/or the Managing Partner, or any Force Majeure. The Managing Partner shall be responsible for changes to the schedule within its reasonable control and, should it be unable to provide transfer of MSW for Disposal shall pay for any differential costs incurred by a Partner delivering MSW that it would have otherwise delivered to the Facility or to other facilities for processing and/or Disposal, at the then applicable market rate, while waiting for access to the Facility.

4.2 Amortization Period

The cost of the Planned Capital Improvements shall be amortized over the period of years set forth in Exhibit D Capital Improvements. Any change to the amortization period shall be a revision to the Planned Capital Improvements subject to Section 4.1.

4.3 Funding for Planned Capital Improvements

The Managing Partner shall secure the necessary funds, in an amount agreed to by the Partners and based on the requirements of the final design for the Planned Capital Improvements, to fund the design and construction of the Planned Capital Improvements, including related costs that result from construction, such as those due to necessary changes in operations during construction. The Managing Partner may, with agreement from the Partners, which shall not be unreasonably withheld, include the estimated cost of additional and anticipated future capital improvements to the Facility, as outlined in Exhibit D Capital Improvements, in the amount of any financing, including any bond issuance, loan, or similar instrument. To facilitate comparison of full costs, the actual cost of the Planned Capital Improvements and any additional capital improvements included in any financing for the Planned Capital Improvements, including annual debt service, shall be calculated as part of the Tip Fees described in Section 10.3 and Exhibit F Partner Payment. Partners and the Managing Partner shall determine the actual frequency and form of payment for each Partner's share of annual debt service, which may vary over time.

4.4 Operation of the Facility Prior to the Full Start Up Date

The Partners understand and agree that the Facility may be able to provide only limited or modified services other than MSW transfer for Disposal, prior to the Full Start Up Date. The Partners shall reasonably coordinate any changes to the services set forth in this Section caused by the Planned Capital Improvements. The Managing Partner shall not be in breach of the Second MOU or this MOU if prior to the Full Start Up Date the Facility fails to provide any service other than MSW transfer for Disposal that is required to be provided under the Second MOU or this MOU.

5. Facility Services and Operations

The Managing Partner shall provide those services at the Facility as generally set forth in this Section, with processing of the materials more particularly described in Exhibit B Material Streams.

5.1 MSW

The Facility shall accept all MSW generated within each Partner's jurisdiction and delivered to the Facility by a Hauler or through Self-Haul. MSW shall be processed to remove Recyclables and to remove Organics for further processing by a third party(ies), and the Residue shall be Disposed of at the Landfill.

5.2 Recyclables

The Facility shall accept all source-separated Recyclables delivered on behalf of a Partner to the Facility by a Hauler or through Self-Haul. Recyclables shall be processed consistent with applicable legal requirements and market conditions. Processed Recyclables shall be transported to, or otherwise be made available for marketing and sale, and the Residue shall be Disposed of at the Landfill.

5.3 Organics

The Facility shall accept all source-separated Organics generated within each Partner's jurisdiction and transferred to the Facility, as shown in Exhibit B Material Streams, by a Hauler or through Self-Haul. Organics shall be pre-processed at the Facility and any Residue shall be Disposed of at the Landfill. Pre-processed Organics shall be transferred to applicable processing facilities.

5.4 C&D Debris

The Partners may arrange for Haulers to transport source-separated C&D Debris and other materials collected in roll-off boxes, to facilities other than the Facility for processing and Disposal. Self-Haul of C&D Debris shall be permitted as approved by the Partners. C&D Debris shall be processed at the Facility, consistent with applicable requirements and market conditions for recycling, except as otherwise mutually agreed by the Partners. Processed C&D Debris shall be transported to, or otherwise be made available for marketing and sale, and the Residue shall be Disposed of at the Landfill.

5.5 Additional Services to Residents

The Facility shall provide those additional services to residents of the Partners, as set forth in Exhibit G Services to Residents.

5.6 Operational Standards

The Facility shall comply with those hours and dates of operation, material delivery protocol, exempt waste procedures, and other Facility operational logistical requirements that affect Partners, residents of Partners' jurisdictions, or third parties delivering material to the Facility, as set forth in Exhibit A Material Delivery. The Managing Partner may modify or amend such operational standards and requirements temporarily in response to Force Majeure. Depending on the nature of the Force Majeure event, the Managing Partner shall provide reasonable notice of the modification or amendment, provide an opportunity for Partners to comment, and shall give due consideration to Partner's input. In other situations involving substantive changes to the operational standards and requirements described in this Section 5.6 and excluding changes to material streams accepted at the Facility as provided in Section 6.4, the Managing Partner shall consult with and give due consideration to Partner's input no less than sixty (60) days prior to making such changes. Upon amendment by the Managing Partner, excluding a temporary amendment due to Force Majeure, the Managing Partner shall provide each Partner with an amended Exhibit A Material Delivery, which shall become part of this Agreement without further written amendment.

5.7 Facility Maintenance and Repair

The Managing Partner shall maintain and repair the Facility as necessary to meet the requirements of the MOU, and the Partners shall ensure that such costs are included in annual budgets or proportionately reimbursed to the Managing Partner.

6. Material Streams

6.1 Initial Tonnage

Upon the Commencement Date, the Partners shall require Haulers to transport those collected materials set forth in Exhibit B Material Streams to the Facility. The tonnage amounts identified in Exhibit B Material Streams represent guaranteed capacity at the Facility for such stream, but do not obligate the Partner to actually provide such tonnage to the Facility in the event that discarded materials are less than anticipated. Partners may provide tonnages in excess of those identified in Exhibit B Material Streams, subject to available capacity as reasonably determined by the Managing Partner and as previously communicated to the Partners. Unless otherwise noted in Exhibit B Material Streams and subject to Section 6.4, the Partners shall ensure that all Haulers operating within their jurisdiction solely utilize the Facility for each material stream required to be delivered to the Facility under the terms of this MOU. Partners shall take such reasonable enforcement measures as necessary to ensure compliance by its Haulers, which shall include inserting Facility delivery requirements and penalties for non-compliance in all applicable Hauler franchises, agreements, permits, licenses, and other approvals and ensuring compliance with the applicable provisions.

6.2 Materials Stream Composition

The Partners understand and agree that effective and efficient operation of the Facility requires understanding and anticipating the current and anticipated future composition of waste streams of each Partner. The Partners shall develop a protocol for conducting future MSW, Organics, and Recyclables composition studies and analyses to ensure compliance with applicable regulatory requirements or as deemed advisable by the Partners, and for the purpose of allocating Recyclables sales revenues between the Partners as set forth in Section 10.5. The cost of joint studies shall be paid by the Parties proportionally, based on the relative amount of delivered tons of each waste stream. For purposes of this MOU, any change to tonnage or composition shall be measured against the prior year's tonnage, or the most recent composition study. The Partners may at any time agree to modify Exhibit C Material Composition and Diversion, in which case the Managing Partner shall provide each Partner with an amended Exhibit C Material Composition and Diversion, which shall become part of this Agreement without further written amendment.

6.3 Diversion Goals

The Managing Partner shall operate the Facility to achieve the Diversion Goal specified in Exhibit C Material Composition and Diversion and as provided under the terms of this MOU. The Diversion Goal may be modified by mutual agreement of the Partners, in which case the Managing Partner shall provide each Partner with an amended Exhibit C Material Composition and Diversion which shall become part of this Agreement without further written amendment.

6.4 Changes in Material Streams and Tonnages

In the event that a Partner wishes to implement a new collection program or alter an existing program such that the composition or tonnage of delivered material may change, that Partner shall inform the

other Partners no less than six (6) months prior to the planned implementation date for the change. The Partners shall collectively determine the impact on all Partners and will work in good faith to identify an equitable solution. If, after the Effective Date, a Partner wishes to deliver less than all of a given waste stream to the Facility, that Partner shall inform the other Partners no less than six (6) months prior to the planned implementation date for the change. The Partners shall collectively determine the impact, and modify Tip Fees as necessary to ensure that any change in the net cost of operating the Facility is paid by the Partner reducing its delivery.

7. Operator

7.1 Operator Agreement

The Managing Partner may, in its reasonable discretion, contract with a third-party Operator to operate the Facility on its behalf, as set forth in the Operator Agreement. The Managing Partner shall oversee the Operator and administer the Operator Agreement. The Operator Agreement shall be consistent with the terms of this MOU and should ensure alignment of Operator's performance with Partner goals, including a clear connection between the financial responsibilities and Diversion expectations of the Partners, and those of the Operator.

7.2 Operator Procurement

For any new or extended Operator Agreement executed after the Effective Date, the Partners shall meet and confer to identify the process for Operator procurement, including the benefits of a competitive or single source procurement and length of term, the timely review of any draft requests for proposals and draft Operator Agreements by the Partners, and the participation of Partner representatives in proposal evaluations. The selection of the Operator and the terms of any final Operator Agreement shall be determined by the Managing Partner in a manner consistent with the agreed procurement process. Notwithstanding the foregoing and subject to future Partner discussion, the Partners anticipate that all amended or new Operator Agreements will address the following:

- (a) Provision of financial incentives and/or disincentives that motivate Operator performance to meet Partner goals for the amount, percentage, and/or timing of Diversion of specific material streams or other performance incentives. The Partners anticipate that Recyclables revenue incentive(s), if any, will be based on achieving defined percentages of specified benchmark commodity indices and/or sale prices, rather than as a direct share of Recyclable revenues.
- (b) How the Operator will or will not be compensated for typical and atypical variations in tonnage delivered to the Facility. Further, the Operator Agreement should include, if feasible, other means for reducing risk of unanticipated Operator expenses. The Operator Agreement should reward efficiency, require Operator flexibility in accommodating Partner needs in a timely manner, and reward Operator-suggested innovations that reduce cost or increase efficiency and that are approved by the Partners, as set forth in the MOU.
- (c) In addition to general compliance with applicable law, Operator activities related to SB 1383 compliance, including but not limited to meeting recovery targets, conduct of and/or coordination with parties conducting composition studies, data tracking and reporting, and other matters requested by the Partners.

- (d) Specification of Operator responsibility for the impacts and costs related to Operator's labor unrest, including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action.

7.3 Operator Compensation

The Operator shall be compensated for services as set forth in the Operator Agreement, including whether and how compensation may be paid out of reserve funds as identified in Section 10.1.

8. Other Third-Party Agreements

8.1 Ancillary Programs by One or More Partners

With prior consultation with other Partners, the Managing Partner may take the lead role in procuring agreements with third parties for waste-related services at the Facility to be used by one or more Partners. Each Partner may, but is not required to, participate in such programs and agreements and shall pay its proportional cost of participating, which shall be detailed in such agreement. The Tip Fee shall be adjusted as necessary to account for such program.

8.2 Sole Managing Partner Programs

With prior written notice to the other Partners, the Managing Partner may execute third-party agreements for waste-related services at the Facility or that impact the Facility, that are for the sole benefit of the Managing Partner, and that do not affect the other Partners' use of the Facility or cost of doing so. The Managing Partner shall be solely responsible for all costs of such programs.

8.3 Sole Other Partner Programs

With prior written notice to the other Partners, a Partner, other than the Managing Partner, may execute third-party agreements for waste-related services at the Facility or that impact the Facility, that are for the sole benefit of the Partner, and that do not affect the other Partners' use of the Facility or costs of doing so. Upon request, the Managing Partner may assist in the negotiation and administration of such agreements to the extent feasible, given other commitments and with reasonable compensation for the Managing Partner's ongoing management, which shall be set forth in an agreement between such Partner(s) and the Managing Partner.

8.4 Notice to Other Partners of Impacts

Each Partner shall provide the other Partners with at least ninety (90) days' advance written notice of any material change to a third-party agreement, subject to this Section or of a Partner's intent to negotiate or implement new or modified terms to any third-party agreement that could have a direct or indirect impact on the Facility, Operator, or other Partners.

8.5 Disposal Agreements

During the term of this MOU, and except as otherwise agreed to by the parties, each Partner shall execute and maintain an agreement with the Landfill or with the Managing Partner to permit the Disposal of MSW and Residue at the Landfill. In all cases, such disposal agreements shall not conflict with this MOU.

9. Other Facility Users

The Managing Partner shall not permit any third party, excluding Haulers or those exercising Self-Haul, to transport waste materials to the Facility except as permitted in this Section.

9.1 New or Additional Partners

With the consent, which may not be unreasonably withheld, of the other Partner, or one additional Partner if there are two or more Partners other than the Managing Partner, the Managing Partner may execute agreements with other public agencies to become Partners to the MOU with no adverse financial or operational impacts to existing Partners, unless otherwise agreed. The Managing Partner may develop a template agreement to add new Partners for prior review and approval by the existing Partners. Upon development and approval of such template, the Managing Partner may execute the template with any new Partner, subject to compliance with the California Environmental Quality Act (CEQA) and other applicable law(s).

9.2 Merchant Users

With mutual agreement of the other Partners, which may not be unreasonably withheld, if the sale does not have an adverse financial or operational impact on the other Partners, unless otherwise agreed, the Managing Partner may offer excess capacity in the Facility for any waste stream to a third-party merchant user, who may be a solid waste hauler or public agency. Such sales shall not affect the capacities provided to each Partner in Exhibit B Material Streams. The Managing Partner may develop a template agreement to offer excess capacity to merchant users for prior review and approval of the other Partners. Upon development and approval of such template, the Managing Partner may execute the template with any merchant user, subject to compliance with the California Environmental Quality Act (CEQA) and other applicable law(s).

10. Financial Provisions

10.1 General Provisions

Except as otherwise provided in this MOU, the Partners shall be responsible for all costs of operating the Facility in those proportions, as set forth in Exhibit F Partner Payments. The Partners understand and agree that the Managing Partner shall be entitled to recover all direct and indirect costs of operating the Facility incurred under this MOU, as set forth in Exhibit F Partner Payments. The Managing Partner shall prepare annual budgets, reserve targets, capital replacement schedules, and other planning documents necessary to operate the Facility in coordination with the Partners. The Managing Partner shall notify the other Partners as soon as reasonably possible if it incurs an unbudgeted single expense of Fifty Thousand Dollars (\$50,000) or more and whether reserve funds are planned to be utilized to cover such unbudgeted expense. The Managing Partner shall accurately account for all revenues and costs related to the Facility. Without limiting the foregoing, the Managing Partner shall establish and maintain the following funds:

- (a) **SMaRT Station Enterprise Fund.** The SMaRT Station Enterprise Fund shall be used for allocating net costs of the Facility to Partners and which shall have a net zero balance at the end of each fiscal year.
- (b) **Capital Reserve Fund.** The Capital Reserve Fund shall be used for those purposes set forth in Section 2.2 and subject to the guidelines set forth in Exhibit I Reserve Guidelines. The Managing Partner, in coordination with the Partners, shall determine whether any changes to the appropriate amount of the Capital Reserve Fund are required as part of the annual budget process and are consistent with adopted reserve policies, as they may be amended by Managing Partner in consultation with the Partners. At the termination of this MOU or upon early termination by Partner, as described in Section 3.5, any excess funds in the Capital Reserve Fund shall be returned to the Partners in proportion to their initial contribution.

- (c) **Equipment Maintenance/Replacement Reserve Fund.** The Equipment Maintenance/Replacement Reserve Fund shall be utilized to pay for any anticipated equipment maintenance and replacement expenses for the Facility, subject to the guidelines set forth in Exhibit I Reserve Guidelines. The Managing Partner may accumulate funds in the Equipment Maintenance/Replacement Reserve Fund to pay for anticipated expenses in future fiscal years, as deemed appropriate. The Managing Partner, in coordination with the Partners, shall determine whether any changes to the appropriate amount of the Equipment Maintenance/Replacement Reserve Fund are required as part of the annual budget process and are consistent with adopted reserve policies, as they may be amended by Managing Partner in consultation with the Partners. At the termination of this MOU or upon early termination by Partner as described in Section 3.5, provided all applicable debts and obligations under the MOU have been satisfied, any unspent funds in the Equipment Maintenance/Replacement Reserve Fund shall be returned to the Partners in proportion to their initial contribution.

The Partners acknowledge the probable need to replace equipment or make capital improvements during the term of the MOU (“deferred replacement”). The exact nature and timing of which, are not known as of the Effective Date. Deferred replacements shall provide for a ten-year recovery of equipment costs and a fifteen (15) year recovery of capital improvement costs. Such projected expenditures shall be reviewed in advance by the Partners, as part of the annual budgeting process provided for the Capital Reserve Fund and the Equipment Maintenance/Replacement Reserve Fund, as described in subsections (b) and (c) above. Upon termination of the MOU at the end of the base term or an extension, or Partner exercise of early withdrawal rights as provided in Section 3.5, the applicable Partner(s), other than the Managing Partner, shall owe a prorated portion of their total share of such agreed costs, as shown in the examples contained in the following table.

Example	Calendar Year Deferred Replacement Cost is Incurred	Length of MOU Term	Remaining Length of MOU Term (Years)	Remaining Length of MOU Term (%)	Partner Obligation (\$)
1.	12 th year	15 years	3 years	20.0% (3 years /15 years)	20.0% of Partner’s full share of cost
2.	12 th year	18 years (includes a 3-year extension)	6 years	33.3% (6 years /18 years)	33.3% of Partner’s full share of cost

10.2 Pre-Commencement Period

Consistent with Section 4, the Managing Partner may incur costs for the Planned Capital Improvements during the Pre-Commencement Period and provided that it notifies the Partners prior to doing so. The Partners will endeavor to recover all costs of the Planned Capital Improvements through an applicable debt or similar financings and paid over time through debt service components of the Tip Fees. However, in the event the Managing Partner identifies the need to incur additional costs that are not included in such financing and that exceed fifty thousand dollars (\$50,000), the Managing Partner will promptly notify and discuss such need with the Partners and will consider any reasonable alternative to minimize or eliminate the need to incur the cost. Managing Partner may provide an invoice for Partner’s share of such

costs to the other Partners, which shall be paid within ninety (90) days of receipt. Partner's share of such costs shall be allocated on the same basis, as provided in Exhibit F Partner Payments, for debt service.

10.3 Tip Fees

All Partners shall pay the Managing Partner a Tip Fee for each ton of each delivered stream. Exhibit F Partner Payments specifies the initial Tip Fees for each delivered stream as of January 1, 2022, provided that the initial Tip Fees shall be adjusted on July 1, 2021, as provided in subsection (d) below, to reflect changes in the cost of living since the Effective Date. Exhibit F Partner Payments outlines the components of cost, specifies whether such costs are fixed or variable, and defines the method of allocation to Tip Fees. Cost components include Operator compensation, Managing Partner annual budget, debt service, transfer and transport (as applicable), third party processing, Disposal, Host Fee, Land Rent, and reserves. Tip Fees include the cost of services to Partners' residents provided for in Section 5.5.

- (a) In addition to the above, if a program or function is established to benefit one Partner or a subset of Partners, the Tip Fee for such Partners shall be adjusted to fully recover all direct and indirect costs of such program or function from the participating Partners.
- (b) Tip Fees shall be adjusted annually on July 1 as part of the Facility's annual budget process and as determined by the Partners. Exhibit F Partner Payments outlines the process for adjusting the Tip Fees.
- (c) The Tip Fee paid by Partners shall include the Host Fee, which shall be paid to and retained by the Managing Partner for use for any lawful purpose. Exhibit F Partner Payments specifies the initial Host Fee for each delivered stream as of January 1, 2022, provided that the initial Host Fee shall be adjusted on July 1, 2021 and each July 1 thereafter to reflect changes in the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (All Urban Consumers), which is calculated based on the annual change in the index from December of the prior year. In the event that this index is no longer calculated by the Bureau of Labor Statistics, the Partners shall use the successor index or other index that most closely resembles the All Urban Consumers index.
- (d) The Tip Fee paid by the Partners shall include Land Rent. Exhibit F Partner Payments specifies the initial Land Rent to be applied to each delivered stream as of January 1, 2022, provided that the initial Land Rent shall be adjusted on July 1, 2021 and each July 1 thereafter to reflect changes in the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (All Urban Consumers), which is calculated based on the annual change in the index from December of the prior year. In the event that this index is no longer calculated by the Bureau of Labor Statistics, the Partners shall use the successor index or other index that most closely resembles the All Urban Consumers index.

Land Rent is allocated to each of the Partners in proportion to their relative use of the total overall permitted capacity of the Facility (tons per day), as specified by the Facility's State solid waste facility permit. The initial Land Rent (\$/ton) was calculated in this manner:

- Total FY 2021-22 land rent for all Partners = \$822,608
- Permitted capacity of the Facility = 1,500 tons per day
- Operating days per year = 260
- Permitted tons per year = 260 x 1,500 = 390,000

- Land Rent per Ton = $\$822,608 / 390,000 = \2.11

By way of example, if the City of Mountain View delivered 52,000 tons to the Facility in a year (all streams excluding Self Haul) then it would pay a total of \$109,720 for that year in Land Rent (52,000 x \$2.11) as the Tip Fee.

- (e) In the event that the permitted capacity of the Facility is increased or decreased, the Land Rent shall be reallocated based upon the revised capacity, with the reallocated Land Rent (\$/ton) becoming effective on the effective date of the permit revision. To calculate this reallocated Land Rent, the total annual Land Rent would be divided by the revised annual permitted capacity, as above. The total Land Rent to be used in the reallocation would be equal to \$822,608 adjusted on July 1, 2021 and each July 1 thereafter to reflect changes in the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (All Urban Consumers), which is calculated based on the annual change in the index from December of the prior year. In the event that this index is no longer calculated by the Bureau of Labor Statistics, the Partners shall use the successor index or other index that most closely resembles the All Urban Consumers index. Land Rent may be used by the Managing Partner for any lawful purpose.

10.4 Gate Rates

Any person or entity utilizing Self-Haul shall pay the Operator on behalf of the Managing Partner a Gate Rate for all delivered materials at the Facility. Whether calculated on a weight or volume basis, the Gate Rate shall include the Host Fee and Land Rent. Revenues received from the Gate Rate, excepting the Host Fee and Land Rent, shall be utilized to offset costs of operating the Facility. Revenues from Gate Rates may be shared with the Operator to the extent provided in the Operator Agreement.

10.5 Recyclables Revenue Distribution

The Partners shall retain the proceeds from the sale of all Recyclables, as set forth in Exhibit F Partner Payments. The Partners shall conduct Recyclables composition studies for the purpose of allocating Recyclables sales revenues between the Partners, as provided in Section 6.2 and Exhibit C Material Composition and Diversion, and at the frequency specified in Exhibit C Material Composition and Diversion. The Partners may at any time agree to modify such frequency, in which case the Managing Partner shall provide each Partner with an amended Exhibit C Material Composition and Diversion, which shall become part of this Agreement without further written amendment.

10.6 Annual Reconciliation

The Managing Partner will develop detailed procedures for conducting annual reconciliations to ensure allocation of costs and revenues between the Partners as provided in this MOU. The Managing Partner shall develop proposed procedures for Partner review by October 1, 2021, with the intent of the completing adoption of the procedures by the Commencement Date.

10.7 Invoices

The Partners shall pay the Operator or Managing Partner, as directed by Managing Partner, all Tip Fees and other costs within sixty (60) days of receipt of an invoice.

10.8 Financial Procedures and Protocols

The Partners shall adopt and amend procedures and protocols to implement the financial provisions of the MOU consistent with its terms and the identified goals. Any dispute regarding the development or implementation of the procedures shall be subject to Section 13.

11.Coordination, Record Keeping, and Reporting

11.1 Coordination

- (a) Each Partner shall appoint one staff person to act as its representative. This individual shall be designated with written notice to the other Partner(s). Each Partner shall further ensure that its City Manager, Public Works Director or department director responsible for solid waste activities, and similar senior staff, as determined by each Partner, are available for Facility coordination and discussion as necessary.
- (b) The Managing Partner shall coordinate and host quarterly meetings between the Partners regarding Facility operation and other matters subject to this MOU. The Managing Partner shall provide summary notes of such meetings to the Partners within ten (10) days of each meeting, and the Partners shall notify the Managing Partner within twenty (20) days of each meeting of any issues or concerns regarding the summary notes.
- (c) The Partners shall endeavor to participate in monthly or similar interval meetings or conference calls to discuss Facility operation and other matters subject to this MOU.
- (d) Without limiting the foregoing, the Managing Partner shall ensure that the Partners remain aware of pending or potential operational changes to the Facility or to collection programs that may directly or indirectly impact other Partners. Other Partners shall provide similar notifications regarding their efforts.

11.2 Record Keeping and Reporting

The Managing Partner shall prepare and distribute reports regarding the Facility, its operations, and finances to the Partners. Such reports shall include the following:

- (a) As more particularly set forth in Exhibit E Reporting by Managing Partner, the Managing Partner shall collect and track relevant financial and operational data, modified as necessary to facilitate tracking of cost centers, and to set, manage and adjust Operator compensation and Tip Fees. Reporting materials will be checked for accuracy prior to release to the Partners.
- (b) The Managing Partner shall provide annual and semi-annual reports regarding Facility operations to the Partners.
- (c) The Managing Partner shall prepare and circulate an end of year financial report, audited by a third party, which describes all relevant financial information regarding Facility operation to ensure the accuracy of the data and other financial matters. The data used to prepare such report shall be available to Partners in sufficient detail to permit auditing by any Partner.

12.Risk Allocation

12.1 General

Each Partner shall indemnify, defend, and hold the other Partners, their officers, officials, agents, employees and volunteers harmless from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, arising from or relating to the acts or omissions of the Partner, its officers, agents, employees or volunteers except to the extent such claims, suits, or actions arise from or relate to the actions or omissions of any other Partner, its officers, agents, employees or volunteers.

In the event of concurrent negligence of two or more Partners, their officers, officials, agents, or employees, the liability for any and all claims, suits or actions of every name, kind and description arising out of this MOU shall be apportioned between the Partners under the established California rules of comparative negligence with each party bearing its own attorneys' fees and costs.

12.2 Force Majeure

If any Partner is prevented, in whole or in part, from carrying out this MOU due to a Force Majeure, then any Partner may reduce or cease performance of the MOU as necessary to respond to such event of Force Majeure. Within thirty (30) days of any Partner declaring a Force Majeure, the Partners shall meet and confer to determine the impact and duration of the event and any reasonable steps that can be taken by the Partners to mitigate or reduce the impact of the Force Majeure. In addition, in all cases and notwithstanding any Force Majeure, each Partner shall continue to pay its share of any fixed costs, included in the Tip Fees, upon request of the Managing Partner.

12.3 Rates and Fee Challenges

Each Partner shall ensure that any solid waste rates charged by each Hauler or Partner include sufficient revenues to pay the Tip Fees and any other processing and Disposal costs.

13.Dispute Resolution

The Partners shall attempt to informally meet and confer regarding any dispute regarding the interpretation of this MOU, which shall include discussions between appropriate executive staff of the Partners including department directors, and city managers as necessary. If such discussions are unable to resolve the dispute, the Partners may agree to mediation or other non-binding dispute resolution process, provided that disputes regarding financial, accounting, budgeting, or cost matters shall be decided by binding arbitration. The Partners shall equally split the cost of any mediation, arbitration, or other dispute resolution and shall bear their attorneys' fees and costs.

14.Miscellaneous

14.1 Notice

During the term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by email, provided confirmation of delivery is obtained at the time of email transmission.

Notices to Sunnyvale shall be sent to the attention of the "Solid Waste Program Manager. Notices to Mountain View shall be sent to the attention of the Assistant Public Works Director. In the event either of

these positions is vacant, notices to Sunnyvale shall be sent to the attention of the Environmental Services Director and notices to Mountain View shall be sent to the attention of the Public Works Director.

Any Partner may change the address to which notice is to be given by providing the other Partners with written notice of such change at least fifteen (15) days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using email provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

14.2 Governing Law

This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California.

14.3 Exhibits

The exhibits attached to this MOU are incorporated by this reference.

14.4 Amendment

This MOU may only be amended in writing signed by all Partners, and any purported amendment shall be of no force or effect.

14.5 Entire Agreement

This MOU constitutes the entire agreement between the Partners and supersedes all prior negotiations, representations, or agreements, whether written or oral. Notwithstanding the foregoing, the Current MOU shall remain in effect during the Pre-Commencement Period, subject to the applicable provisions of this MOU. Any breach of the Current MOU during such time period shall also be a breach of this MOU. Upon the Commencement Date, this MOU shall supersede the Current MOU.

14.6 Warranties

The person signing this MOU on behalf of a Partner is authorized to do so. All procedural and other preconditions to the effectiveness of this MOU have been satisfied. There is no litigation pending or threatened that would materially impact a Partner's ability to enter into or perform this MOU.

14.7 Drafting

The Partners acknowledge that the terms of this MOU were negotiated and drafted by the Partners with the assistance of counsel. Accordingly, any rule of construction to the effect that any ambiguity is to be construed against the drafting party shall not apply to the interpretation of this MOU.

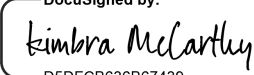
14.8 Severability

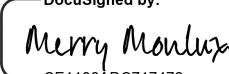
If for any reason any provision of this MOU is determined to be invalid, unenforceable or contrary to any existing or future law to any extent, such provision shall be enforced to the extent permissible under the law and such invalidity, unenforceability or illegality shall not impair the operation of or otherwise affect those portions of this MOU which are valid, enforceable and legal.

**SIGNATURE PAGE FOR NEW MEMORANDUM OF UNDERSTANDING
Among the Cities of Mountain View and Sunnyvale Relating to the Operation of a Materials Recovery
and Transfer Station**

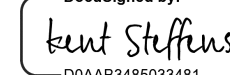
IN WITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate on the day and year first above written.

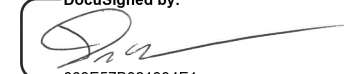
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

By: 
City Manager

Attest: 
Asst. City Clerk

CITY OF SUNNYVALE,
A chartered municipal corporation

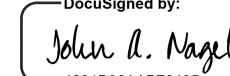
By: 
Kent Steffens, City Manager

Attest: 
David Carnahan, City Clerk

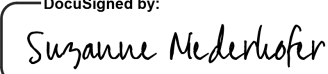
APPROVED AS TO CONTENT:

For 
Public Works Director

APPROVED AS TO FORM:


John A. Nagel, City Attorney

FINANCIAL APPROVAL:

Asst. 
Finance and Administrative
Services Director

APPROVED AS TO FORM:

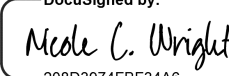
Sr. Asst. 
City Attorney

EXHIBIT A

MATERIAL DELIVERY

Delivery of Materials

Partner Designated Hauler deliveries:

Monday-Friday 5am-5pm (and Saturday's following a holiday which falls on a weekday)

Saturday 8am-3pm

Facility Closed: January 1, the Fourth Thursday in November, December 25 ("Holidays")

Public Haul and Resident Services:

Daily 8am-5pm (except Holidays)

Buyback and Drop-off Center

Daily 8am-5pm (except Holidays)*

* Certain drop-off materials may be limited to Monday-Friday by Operator, as approved by Managing Partner with notice to Partners

Facility Operational Requirements:

Partner Designated Haulers shall follow the materials delivery protocol and policies as directed by the Operator, including but not limited to; "SMaRT Station - GENERAL SAFE OPERATION & COMPLIANCE POLICY for HAULERS"; Load check procedures; and any other standards or procedures that may be adopted in the future by the Operator to ensure safety and compliance at the Facility.

Source References:

SMaRT Operating Agreement Section 3.3

Solid Waste Facilities Permit (CalRecycle) 43-AA-0009; Transfer Processing Report

Bay Counties Waste Services: SMaRT Station General Safe Operation & Compliance Policy for Haulers (7/15/2013)

City of Sunnyvale Conditional Use Permit

EXHIBIT B

MATERIAL STREAMS

Tonnage by Stream	Sunnyvale		Mountain View		Total
MSW	72,784	62%	45,111	38%	117,894.32
Dual Stream Recycling	10,087	63%	5,835	37%	15,921.52
Single Stream Recycling (OCC)	4,266	100%	0	0%	4,265.59
Mixed Organics	0	0%	0	0%	0.00
Food Only	7,690	100%	0	0%	7,690.01
Clean Green	14,201	92%	1,316	8%	15,516.89
Public Haul	15,619	87%	2,367	13%	17,985.90
C&D	13,198	100%	0	0%	13,198.49
Loose Roll-Off	8,977	100%	0	0%	8,977.16
City of Sunnyvale Water Dept. - Clean dirt spoils	2,911	100%	0	0%	2,911.19
Specialty Collected -Source Separated Concrete	314	100%	0	0%	314.02
Sunnyvale Extra Dump	2,785	100%	0	0%	2,785.39
Totals	152,832		54,628		207,460.48

As referenced in Section 6.1 Initial Tonnage.

EXHIBIT C

MATERIAL COMPOSITION AND DIVERSION

Material Composition

In accordance with Section 6.2 of the MOU Dual-Stream characterization studies will be performed every other year by the SMaRT Station Operator. Partners may request a characterization outside of this cycle, but not more frequently than every 6 months. These characterizations shall form the basis for the allocation of revenues from the sale of source-separated recyclables delivered from Partner collection programs.

Dual-Stream Characterization (2019*, Performed by SMaRT Operator, Bay Counties Waste Services)

Diversion

Goal - 39.2% of incoming MSW

Method for Calculating Diversion Percentage

A = Tons of Municipal Solid Waste coming into the SMaRT Station. *Note: Municipal Solid Waste does not include source-separated organics, source-separated curbside materials, source-separated C&D materials such as concrete, dirt and metals and materials delivered to the Buyback/Dropoff Center.

B = Tons of Municipal Solid Waste placed in transfer trucks and hauled to the Kirby Canyon Landfill for disposal.

C = Percent of incoming Municipal Solid Waste diverted.

$$A-B/A = C$$

The following example shows how this formula will be used to calculate the diversion level achieved:

A = 200,000 tons

B = 145,000 tons

200,000 tons – 145,000 tons / 200,000 tons = 27.5% diverted

EXHIBIT D

CAPITAL IMPROVEMENTS

SMaRT Next Gen Refurbishment Overview

March 19, 2021

The refurbishment of the SMaRT Station is intended to consist of a variety of upgrades and improvements to meet the following overall goals:

- Replace worn or near end-of-life equipment and systems.
- Improve functionality for efficiency and enhanced recovery/diversion.
- Increase diversion to meet various long-term goals such as Climate Action Plans and Zero Waste Goals.
- Increase recovery of organics by way of recovery of MRF fines and compostable paper to improve compliance with regulatory requirements.
- Enhance automation or mechanical recovery systems where labor conditions or labor cost savings could be realized.
- Refurbish or replace worn or antiquated building and/or site features.

These goals are exhibited in the following improvements per the respective systems:

Mixed Waste System

- Add equipment where current equipment is lacking or where an overall improvement of the system can be achieved. A specific example is the addition of a size reducer/shredder, metering equipment either upfront or along the mixed waste processing line such that more bags are opened and their contents liberated for the remainder of the system to function more efficiently.
- Add a series of recovery system to increase diversion, both to reach the respective jurisdictions Climate Action Plans, Zero Waste Goals, as well as to aid in the requirements of new state mandates requiring elevated levels of organics diversion. These improvements are envisioned to increase the recovery of MRF fines as well as compostable paper from the mixed waste stream.
- Add automation or mechanical systems where either enhancements in the quality or quantity of recovered commodities or reductions in labor or maintenance force can realize a net benefit over time.
- Replace worn aged equipment that is either near the end of its useful life
- Anticipating the replacement of additional equipment that has additional useful life but is likely to reach the end of its useful life within the period of the Agreement.

Curbside System

Given the age and condition of the current curbside processing system, improvements include a partial renovation of the dual stream processing line to enable the system to function more efficiently and to be prepared to operate with fewer operational break downs, and allow for a reduction in staff on the sorting line. The improvements include:

- Reconfiguring the bunkers and infeed system to improve functionality.
- Adding equipment to improve material sizing and separation, automation, and overall functionality.
- Adding optical sorters and related equipment to reduce reliance on manual labor.
- Replacing or refurbishing the byproduct management system to improve functionality.

Transfer Station

- Replace or add a new compactor to relieve the ongoing reliance of the original compactor installed in 1994.
- Repair and or upgrade sitework features such as pavement, concrete, drainage, etc.
- Upgrade or repair features in the Transfer Station building such as worn tipping floor, dust suppression misting improvements, additional enclosures, etc.
- Replace or upgrade worn features as identified in the Infrastructure Condition Assessment Program (ICAP) analysis which evaluated the condition of the Sunnyvale SMaRT Station buildings, site and infrastructure by preparing a prioritization of work requirements and developing short and long-term work plans using the ICAP application. A portion of the improvements are envisioned to be included in the initial refurbishment of the facility and the remainder are identified as deferred improvements that are likely to be required in later years of the Agreement.

Wood and Green Waste System

- If required by the BAAQMD, add misting to reduce particulate matter and odors from this process.

Food Waste System

- If required by the BAAQMD, add enclosures and possibly a foul air treatment system. Please note that this system is only used by the City of Sunnyvale. Consequently, no costs for this improvement are included in this Schedule.

Construction and Demolition System

- If deemed necessary by Sunnyvale, add a Construction and Demolition (C&D) sorting line to the facility. Please note that this system is only used by the City of Sunnyvale. Consequently, no costs for this improvement are included in this Schedule.

Mixed Waste MRF Equipment	Cost
New bag opening, size reduction and metering equipment	\$1,200,000
Additional screening of the residue line to recover fines	\$3,000,000
Additional optical sorters and screens to recover compostable paper	\$3,000,000
Replace aged equipment	\$2,500,000
Subtotal Mixed Waste MRF Equipment upgrades	\$9,700,000

Curbside Equipment Upgrades	Cost
Revise infeed with added container bunker	\$1,700,000
Improved screening (OCC and glass)	\$2,350,000
Optical/robotic on container line	\$1,500,000
Subtotal Curbside Equipment Upgrades	\$5,550,000

Summation of Mixed Waste MRF and Curbside Equipment	Cost
Total Processing Equipment	\$15,250,000
Contingency and soft cost (10% contingency, 5% design)	\$2,288,000
Total MRF Equipment	\$17,538,000
Annualized Cost (3% interest, 10 year amortization period, nearest \$1,000)	\$2,056,000

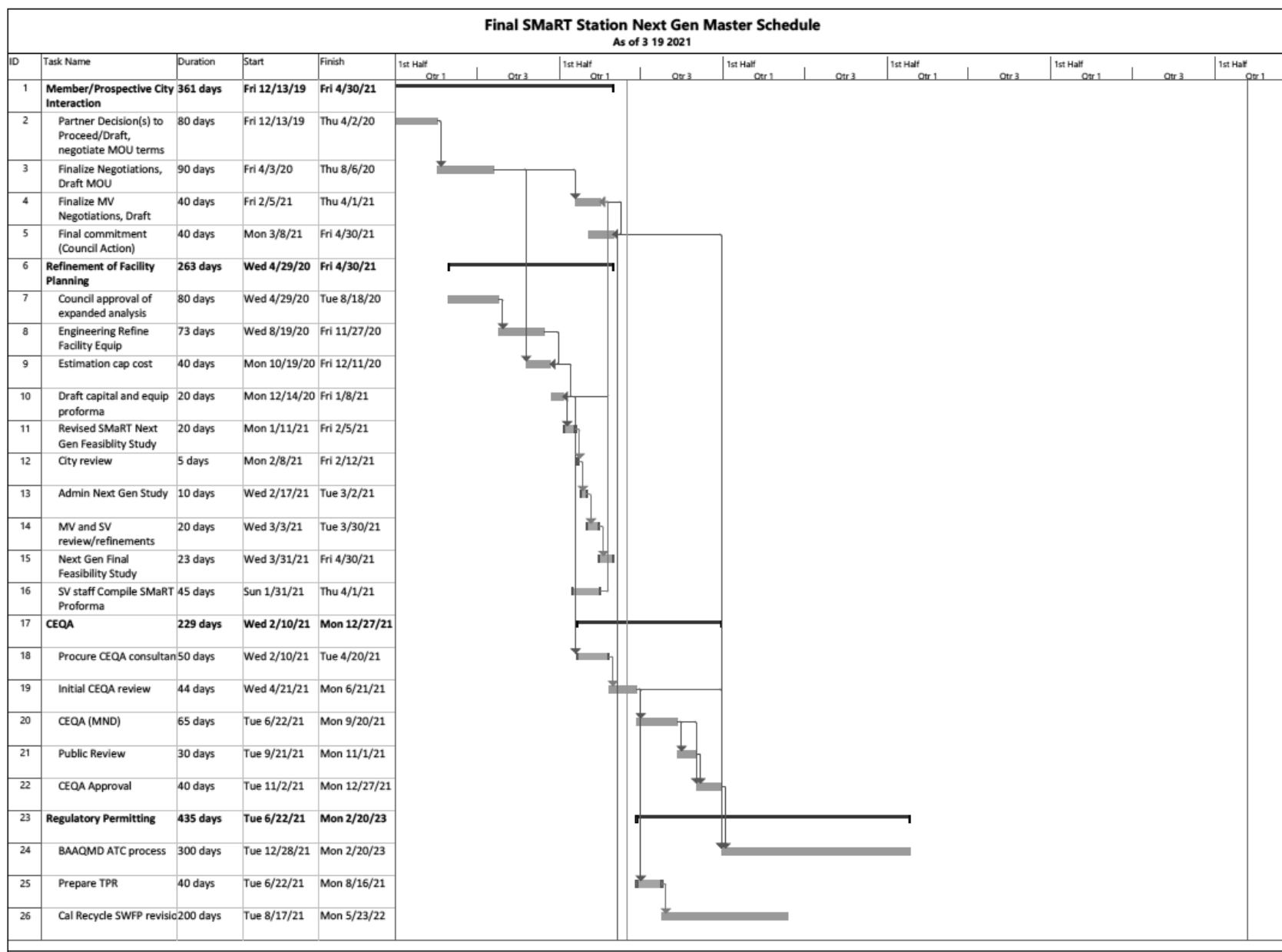
Transfer Station Building Repairs/Improvements	Cost
New Compactor and Infeed Conveyor	\$2,900,000
Sitework	\$890,000
Building Improvements	\$1,480,000
Building Repairs (from ICAP assessment)	\$3,610,000
Subtotal Building and Transfer improvements	\$8,880,000
Contingency /Soft Costs (15% contingency, 12% design, permitting and CM)	\$2,398,000
Subtotal Building and Transfer improvements	\$11,278,000
Annualized Cost (3% interest, 20 year amortization period, nearest \$1,000)	\$759,000

Total Equipment and Building Improvements	Cost
Sum of Equipment and Building Improvements	\$24,130,000
Sum of Contingency/Soft Costs	\$4,686,000
Total Capital Cost	\$28,816,000
Sum of Annualized Equipment and Capital Cost	\$2,815,000

Future Deferred Costs

Deferred ICAP Building Repairs - 20 years	Cost
Remainder of Building Repairs deferred to future years	\$8,202,000
2021 Present Value of deferred improvements (3% discount rate, 20 year period, nearest \$1,000)	\$4,541,000
Amortized Cost of Deferred Building Repairs (assuming 3% interest, 20 year amortization period, nearest \$1,000)	\$306,000

Deferred Replacement of Equipment - 20 years	Cost
Replacement of 44 pieces of mixed waste processing equipment with end of life likely within agreement term	\$6,060,000
2021 Present Value of deferred equipment improvements (3% discount rate, 20 year period, nearest \$1,000)	\$3,355,000
Amortized Cost of Deferred Equipment Replacement (3% interest, 20 year amortization period, nearest \$1,000)	\$226,000



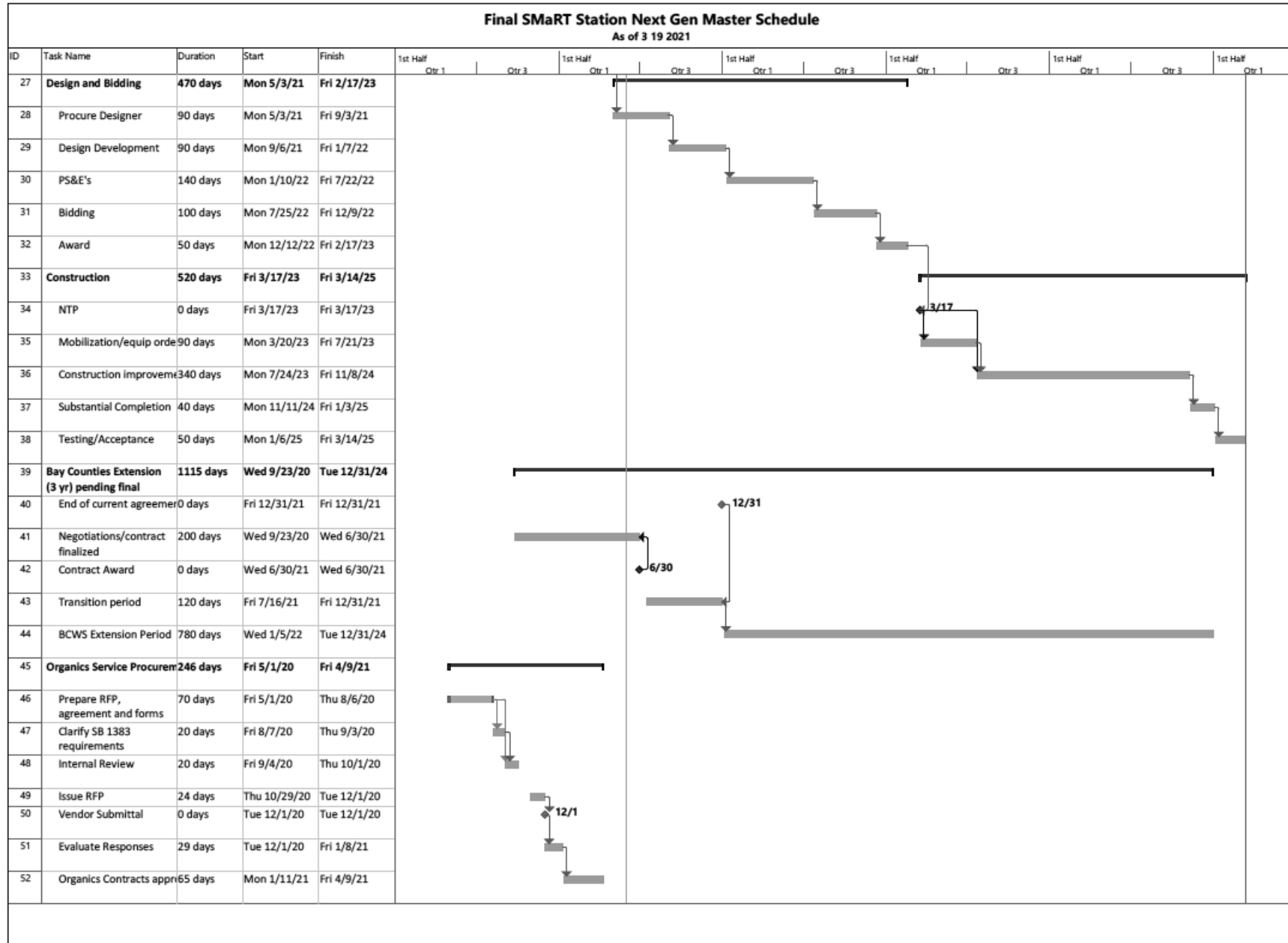


EXHIBIT E

REPORTING BY MANAGING PARTNER

Description	Frequency	Date Due	Partner Payment Dates	Notes
Budget (Operating, Capital)	Annual	March 15	NA	
Mid-Year Budget Analysis	Annual	March 15	NA	
Quarterly Billings to Cities - Operating/Capital	Quarterly	March 15, June 15, September 15, December 15	May 15, July 15, November 15, January 15	
Debt Service Billings	TBD - As Required to fulfill debt obligations	TBD - As Required to fulfill debt obligations	TBD - As Required to fulfill debt obligations	
Capital Improvement Costs Incurred (Not included in Debt Financing)	As Needed	As Needed	Due within 90 days of billing	
Operating Fund Reconciliation (True-up)	Annual	September 15	NA	3rd Party Audited
Reconciliation/True-Up Billing	Annual	September 15	NA	3rd Party Audited
Monthly Tonnage Report	Monthly	45 days after month end	NA	Include Example worksheet
Partner Updates	Quarterly	Date of Quarterly Meeting	NA	
Summary Notes - Quarterly Meetings	Quarterly	Within 10 days of Meeting	NA	
Solid Waste Facilities Permit - Inspections	Monthly	Upon receipt from LEA	NA	
CalRecycle Data - Calendar year for EAR	Annual	May 15	NA	CalRecycle EAR Due August for CY

EXHIBIT F

PARTNER PAYMENTS

Cost Subset	Cost Component	Fixed/Variable	Origin	Allocation Methodology	Method of Adjustment
Operator Compensation	SMArT Operator Payment	Fixed	Operator Agreement	Direct to System per BCWS Proposal	In accordance with Operating Agreement.
Managing Partner Costs	Spare Parts Reimbursement	Fixed	Direct Reimbursement to Operator	Direct to System - Parts Replaced	Actual Costs
	Salaries and Benefits	Fixed	Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Other Contract Admin	Fixed	Pass through to Operator & Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Professional Services	Fixed	Pass through to Operator & Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Legal Services	Fixed	Paid by Managing Partner	Indirect Cost Allocation	Actual Costs
	Hazardous Waste Disposal	Variable	Direct Reimbursement to Operator	Indirect Cost Allocation	Actual Costs
	Office Rental by SV	Fixed	Credit to Partners - Paid by Sunnyvale Solid Waste Program	Indirect Cost Allocation	CPI
Debt Service	Debt Service	Fixed	Paid by Managing Partner	By System Impvs - Fixed Annual Debt Payments	Fixed over term - Per Debt Service Schedule
Third-Party Tip Fees	Third-Party Tip Fees	Variable	Paid by Managing Partner	Direct to System - Tons delivered to 3rd Party Processors	In accordance with 3rd Party agreements.
Landfill Disposal Fees	Landfill Disposal Fees	Variable	Paid by Managing Partner	Per Ton - After Diversion percentage (initially shown on Costing Model Input Tab)	In accordance with 3rd Party agreements
Host Fees	Host Fee	Variable	Paid by Managing Partner to Sunnyvale General Fund	Per Incoming Ton - By System \$3.96/ton	CPI
Land Rent	Land Rent	Fixed	Paid by Managing Partner to Sunnyvale General Fund	Based on Capacity \$2.11/ton	CPI
Capital Replacement Fund	Capital Replacement Fund	Fixed	Paid by Partners - Fund maintained by Managing Partner	By System - Percentage Allocation tons by system	In accordance with Reserve Fund terms
Revenues	Curbside Revenues - Retained by Partners	Variable	Paid to Partners by Operator	Composition Study	Actual Revenues
	MRF Revenues - Retained by Partners	Variable	Paid to Partners by Operator	MRF Tons Inbound Ratio	Actual Revenues
	Gate Fee Credit (total collected minus amount retained by Operator)	Variable	Paid to Partners by Operator	By inbound Public Haul Ratio	Actual Revenues

Cost Per Ton

Stream	Per Ton: 1/1/2022 Projection ⁽¹⁾
3a MSW	\$ 160.06
3b REC Dual	\$ 230.97
3e Food	\$ 131.07
3f Clean Green	\$ 105.40
3h C&D	\$ 105.70
3g Public Haul	\$ 161.13

⁽¹⁾ Source File "2022 Budget_no impvs_v3-24-21-Combined Mountain View and Sunnyvale Costs

EXHIBIT G

SERVICES TO RESIDENTS

Drop-off for Residents and Businesses	Drop-off for Partner Residents Only
• Aluminum, tin and steel cans • Used clothing and shoes • Glass bottles and containers (no auto or window glass, ceramics or mirrors) • Milk and juice cartons • Corrugated cardboard • Plastic bottles and tubs (i.e., shampoo, detergent, yogurt containers) • Scrap metal (small items only)	• Paint in original containers (Monday through Friday) per PaintCare program guidelines. Limit 15 gallons per visit • Cooking oil • Electronics: e.g., computers, TVs and monitors (limit four), small appliances • Microwave ovens • Clothes and Shoes • Strings of holiday lights • Fluorescent bulbs and tubes (limit of 20 per visit) • Empty one-pound propane cylinders (limit 3 per visit) • Household and auto batteries • Mercury-containing thermostats, thermometers, batteries and compact fluorescent lamp bulbs • Sharps, needles or lancets, (in biohazard, or hard plastic container with screw-top lid marked "sharps") • Used motor oil, oil filters and antifreeze (limit 10 gal per visit) • Mattresses (no fee)

Beverage Container Buy-Back: California Redemption Value (CRV) is paid on eligible bottles and cans by count (up to 50) or by weight.

Public Haul Disposal: Trash, C&D debris, yard trimmings, etc. (with fee; or Partner City Voucher)

Re-use Trailer: Furniture and other items in good condition rescued from the garbage and recycling areas of the SMaRT Station are placed in the re-use trailer for customers to take home at no charge.

Compost: Residents of Partner cities (Limit 96 gallons per week)

Tours by appointment

EXHIBIT H

RECYCLABLES

“Recyclables” means those materials excluded from MSW for purposes of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products and includes, but is not limited to:

- newspaper (including inserts, coupons, and store advertisements)
- mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, telephone books, paper grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other dry food boxes)
- aseptic cartons and gable top containers
- corrugated cardboard
- glass containers of any color (including brown, clear, and green glass bottles and jars)
- aluminum beverage containers, and other aluminum cans
- steel, tin or bi-metal cans
- plastic bottles and small tubs (1-7), including HDPE and PET (except Polyvinyl chloride (PVC) and Polystyrene (PS) and expanded Polystyrene (EPS))

The recyclables list above may be modified as provided in Section 6.4 Changes in Material Streams and Tonnages.

EXHIBIT I

RESERVE GUIDELINES

SMaRT Station Enterprise Fund:

- Established to account for operations at the Facility
- Sunnyvale Finance Department manages fund and financial reporting
- Source of funds for:
 - Payments to Facility Operator
 - Payments to Landfill Disposal Operator
 - Host Fee Payments to Managing Partner
 - Salaries and benefits to Sunnyvale staff associated with the administration of MOU, Operator agreement and landfill agreement
 - Other Facility and contract administration costs paid by Managing Partner
 - Payment to Partner cities of their shares of gate fee and recycling revenues
- Receives quarterly payments from Partner cities based on projected net expenses
- Receives revenues from public haul gate fees and sale of recyclable materials (including CRV-related payments from CalRecycle)
- Managed so that annual revenues and expenditures are in balance at end of FY, and no balance is carried forward to the next year
 - Annual true-up (aka “Reconciliation”)
- Year-end Audit by 3rd party CPA, issues report and statement of Net Expenses and Quarterly Billings (on or before September 30th of each FY)
- True-up amount added to; or deducted from 2nd quarterly billing for subsequent fiscal year

Equipment Replacement Fund:

- Established to normalize contributions for predictable capital equipment replacement, major repairs and facility maintenance that are not part of day-to-day maintenance by Operator or are not included in operator agreement (such as roof, pavement, tip floor)
- Budget is established based on a schedule of planned replacements/restoration of equipment and facility on a 20-year schedule
- Sunnyvale Finance Department manages fund and financial reporting
- Source of funds are annual contributions from SMaRT Partners based on an agreed upon percentage
- Funds are carried over at the end of the FY
- Unspent funds returned at end of MOU based on individual Partner contributions

- Includes Sub-Account for Capital Improvement Debt Payments and Reserves
 - One or more partners may fund some or all their share of Capital Improvement costs with a cash payment
 - Retains interest earnings on fund balance

Debt Service on the Bonds. Sunnyvale & Mountain View are responsible for debt service on the bonds based on their proportionate shares of Capital Improvements. These shares will be determined based on the percentage of total material delivered to the Facility by each Partner at the time of bond issuance. Material generated by a Partner and not processed at the Facility will be excluded from the debt payment calculation.

Sunnyvale anticipates issuing revenue bonds, certificates of participation, or other evidences of indebtedness to pay for some or all of the capital improvement costs. If Sunnyvale does finance some or all of the capital costs, Mountain View will pay to Sunnyvale their share of the debt service based on the percentages set forth in the forgoing paragraph. Such payments will be made at the frequencies required by the evidence of indebtedness and at times required to permit Sunnyvale to make the periodic debt service payments when due. To the extent that some or all of the capital costs are not financed, but are paid by Sunnyvale from its fund, then Mountain View will reimburse Sunnyvale for their proportionate share of such costs advanced by Sunnyvale, as provided in the MOU.



City of Sunnyvale

Agenda Item

25-0498

Agenda Date: 10/28/2025

Climate Action Playbook (CAP) Update from the Sustainability Team



City of Sunnyvale

Agenda Item

25-0104

Agenda Date: 10/28/2025

REPORT TO COUNCIL

SUBJECT

Discussion and Direction Regarding Modification of the Guiding Principle of Sunnyvale's Vision Zero Plan

BACKGROUND

On April 9, 2024, a Colleagues Memorandum was added to the Council Agenda (Attachment 1) to "request that an item be agendized at a future City Council meeting to restore the original proposed language of Guiding Principle #3 of Sunnyvale's Vision Zero Plan." Council directed staff to bring the item back for discussion.

EXISTING POLICY

General Plan, Chapter 3, Land Use and Transportation Element:

LT-3.6: Promote modes of travel and actions that provide safe access to city streets and reduce single-occupant vehicle trips and trip lengths locally and regionally.

LT-3.22: Provide safe access to city streets for all modes of transportation. Safety considerations for all transport modes shall take priority over capacity considerations of any one transport mode.

LT-3.22a: Give priority to meeting minimum design and safety standards for all users. Determine configuration of the roadway space based on options, including at a minimum an option that meets minimum safety-related design standards for motor vehicles, bicycles, and pedestrians.

ENVIRONMENTAL REVIEW

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

DISCUSSION

The Vision Zero Plan was brought to the City Council for Plan Adoption on July 30, 2019 (RTC No. 19-0298). The Draft Vision Zero Plan included the following Guiding Principles to guide the actions of the Sunnyvale Vision Zero Plan:

1. Traffic deaths are unacceptable and preventable.
2. Transportation options should be safe for all users, for all modes of transportation, in all communities, and for people for all ages and abilities.
3. Safety takes priority over efficiency.

4. Actions toward Vision Zero should embody a quantitative, collaborative, and equitable approach.
5. Human error is inevitable and unpredictable; the transportation system should be designed to anticipate error and minimize injury severity.
6. Speed is a fundamental predictor of collision severity survival. The transportation system should be designed for speeds that safely accommodate all modes of travel.
7. Ongoing evaluation should measure performance against the Sunnyvale Vision Zero Plan objectives.

Prior to taking an action, Council discussed the language in Guiding Principle No. 3 where “Safety (of all roadway users) takes priority over efficiency”. While this may seem like a black-and-white statement, the definition of safety, including what level of safety, is not clearly determined and may cause confusion.

After discussion, Council voted to approve the modified language for Guiding Principle No. 3 to say, “*Safety is a primary consideration in the development of transportation projects for all users.*” The motion was carried with a 6-1 vote.

While staff makes no recommendation regarding Council’s request to revisit the language, it should be noted that the current roadway design process already meets all safety related criteria and results in roadways that are not objectively unsafe. Also, reduction in efficiency of a roadway can cause rerouting of vehicles to other roadways, which can create unintended concerns on those roadways. It is important to note that the roadway network is connected when considering safety and efficiency for roadway design projects.

FISCAL IMPACT

None for modifying the guiding principle in the Vision Zero Plan. Implementation of the Vision Zero Plan will be achieved through various projects that will be considered individually through the City’s budget process.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City’s official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the City Hall reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City’s website.

ALTERNATIVES

1. Restore the original proposed language for Guiding Principle No. 3 in the Vision Zero Plan to state: “Safety of all roadway users takes priority over efficiency.”
2. Do not modify the adopt Vision Zero Plan.

STAFF RECOMMENDATION

Staff makes no recommendation. This report is developed at the request of Council to facilitate a conversation for the public hearing and for consideration and possible action by the City Council.

LEVINE ACT

The Levine Act (Gov. Code Section 84308) prohibits city officials from participating in certain

decisions regarding licenses, permits, and other entitlements for use if the official has received a campaign contribution of more than \$500 from a party, participant, or agent of a party or participant in the previous 12 months. The Levine Act is intended to prevent financial influence on decisions that affect specific, identifiable persons or participants. For more information see the Fair Political Practices Commission website: www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

A check in the checklist below indicates that the action being considered falls under a Levine Act category or exemption:

SUBJECT TO THE LEVINE ACT

- ☐ Land development entitlements
- ☐ Other permit, license, or entitlement for use
- ☐ Contract or franchise

EXEMPT FROM THE LEVINE ACT

- ☐ Competitively bid contract*
- ☐ Labor or personal employment contract
- ☐ Contract under \$50,000 or non-fiscal
- ☐ Contract between public agencies
- ☒ General policy and legislative actions

* "Competitively bid" means a contract that must be awarded to the lowest responsive and responsible bidder.

Prepared by: Lillian Tsang, Principal Transportation Engineer
Reviewed by: Angela Obeso, Transportation and Traffic Manager
Reviewed by: Chip Taylor, Director, Public Works
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Tim Kirby, Interim City Manager

ATTACHMENTS

1. Colleagues Memorandum Restore Original Proposed Language in Vision Zero Plan
2. Report to Council, 19-0298, July 30, 2019 (without attachments)
3. Excerpt of City Council Meeting Minutes of July 30, 2019
4. Adopted Vision Zero Plan

Vision Zero Colleagues Memo

Mayor Klein and Honorable Colleagues,

On July 30, 2019, Council voted to adopt Sunnyvale's Vision Zero Plan, which makes it stated City policy that "Traffic deaths are unacceptable and preventable", and that aims to reduce serious traffic crashes by 50% by 2029.

We submit this colleagues memo to request that Council consider agendizing an item to restore the original proposed language of Guiding Principle 3 of Sunnyvale's [Vision Zero Plan](#) (p. 6). As originally proposed by Staff and reviewed by BPAC prior to Council adoption on July 30, 2019, Guiding Principle 3 read simply, "**Safety takes priority over efficiency.**" However, when adopting Vision Zero, Council voted to modify the original language to read, "**Safety is a primary consideration in the development of transportation projects for all users.**"

Unfortunately, progress towards meeting the goals of Vision Zero has not advanced as quickly as hoped. We therefore believe that it is time to reconsider this decision, and to consider restoring the original language.

Sincerely,

Richard Mehlinger, Councilmember, District 5



Linda Sell, Councilmember, District 1





City of Sunnyvale

Agenda Item

19-0298

Agenda Date: 6/20/2019

REPORT TO BICYCLE AND PEDESTRIAN ADVISORY COMMISSION

SUBJECT

Recommend to the City Council for Adoption of the Vision Zero Plan

BACKGROUND

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. It was first implemented in Sweden in 1997 when the country adopted a national transportation policy to establish a goal of eliminating fatalities or serious injuries as a result of a traffic collisions. Since 2014, Vision Zero has been building momentum in the United States. As of January 2018, 35 U.S. cities have committed to Vision Zero, including cities in Northern California such as San Francisco, San Mateo, San Jose and Fremont.

As the Vision Zero initiatives have been adopted by other cities, the Bicycle and Pedestrian Advisory Commission (BPAC) sponsored Study Issue DPW 16-01 to Develop a Vision Zero Plan (VZP). In FY 2015/16, Council approved Study Issue DPW 16-01 - Develop a Vision Zero Plan -Total Elimination of Traffic Fatalities, which subsequently became Budget Supplement No. 9 as part of the FY 2016/17 Budget to provide \$150,000 in funding for the development of a VZP. The primary goal of the VZP is to develop strategies and actions that will help select programs and projects to reduce traffic injuries and fatalities in the City. Creation of this type of plan requires a holistic view of traffic safety/solutions with the assumption that fatalities are preventable, that people make mistakes, and that the transportation system should be designed to reduce the frequency and severity of the mistakes. These strategies and actions could range from programmatic initiatives, to safety improvements in roadway design, to changes in policies, to education campaigns, to providing alternatives to driving.

The VZP summarizes the City's traffic safety data from 2012 through 2017, identifies possible factors for each type of traffic collision and priority project locations, provides potential mitigation measures for the various types of traffic collisions and priority project locations, and developed overall recommended strategies and actions to reduce traffic injuries and fatalities in Sunnyvale. Input from the community including the Department of Public Safety, Sunnyvale Schools, and other public agencies (Caltrans, VTA, Santa Clara County), was sought to ensure the development of a comprehensive plan.

EXISTING POLICY

Resolution 793-16 Complete Streets Policy (and Resolution 896-18 amendment to 793-16): the City...wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

General Plan, Chapter 3, *Land Use and Transportation Element* :

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- **Goal A: Coordinated Regional and Local Planning** - Protect the quality of life, the natural environment, and property investment, preserve home rule, secure fair share of funding, and provide leadership in the region.
- **Goal B: Coordinated Regional and Local Planning** - Support the sustainable vision by incorporating sustainable features into land use and transportation decisions and practices.
- **Goal C: An Effective Multimodal Transportation System** - Offer the community a variety of transportation modes for local travel that are also integrated with the regional transportation system and land use pattern. Favor accommodation of alternative modes to the automobile as a means to enhance efficient transit use, bicycling, and walking and corresponding benefits to the environment, person-throughput, and qualitative improvements to the transportation system environment.

The City does not currently have a Vision Zero Plan or Policy.

ENVIRONMENTAL REVIEW

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

DISCUSSION

The VZP was developed through analysis of current collision records, traffic count data, and an inventory of existing transportation facilities. In addition, the project team has sought input through community outreach events and a focus group. The stakeholders who attended the focus group included School Districts, Santa Clara County of Public Health, Santa Clara Valley Transportation Authority, Sunnyvale Department of Public Safety, and the Sunnyvale Planning Division. The public and focus group provided input on existing safety challenges in Sunnyvale and recommendations for transportation safety solutions.

The collision analysis information and the input obtained through community outreach events and the focus group were used to develop the following components of the plan: Collision Trends, the High Injury Network (HIN), Collision Profiles, a Countermeasure Toolbox, a list of Priority Project Locations, and Implementable Actions. The Collision Trends, HIN, and Collision Profiles help the City understand the “who, what, when, where and why” collisions result in fatalities or serious injuries. The Countermeasure Toolbox, ten Priority Project Locations, and the Implementable Actions provide the City with recommendations to improve traffic safety throughout the City.

A description of each of these components and the results of the analysis are as follows:

- **Collision Trends** - The data between 2012 and 2017 showed that, Sunnyvale’s Daily Vehicle Miles Traveled (VMT) increased by 9%, while the total number of collisions decreased, resulting in a decrease in the collision rate (collisions per 1,000 VMT) by 37%. The analysis in the report itself focused on 2012 through 2016 and also showed the following collision trends:
 - There were 6,244 total collisions with 91 resulting in a fatal or severe injury collision
 - 11% of fatal or severe injury collisions involved a driver under the influence of alcohol or

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drugs

- 72% of fatal or severe injury collisions involving pedestrians occurred at intersections
 - 60% of fatal or severe injury collisions occurred on roadways with speed limits greater than 35 mph
 - 10% of total collisions involved bicyclists or pedestrians; however, 56% of fatal or severe injury collisions involve a bicyclist or pedestrian
 - Sunnyvale residents 60 years of age or older represent 20% of the total population but are involved in 40% of the fatal or severe injury pedestrian collisions
- High Injury Network (HIN) - The analysis showed that 60% of the fatal or severe injury collisions occurred on 7% of Sunnyvale's roadway network. Most of the HIN is comprised of major roadways throughout the City including El Camino Real, Mathilda Avenue, Sunnyvale-Saratoga Road, Fair Oaks Avenue, and Wolfe Road. The HIN also consists of segments of the following roadways: Lawrence Expressway, Central Expressway, Homestead Road, Fremont Avenue, Evelyn Avenue, Mary Avenue, Bernardo Avenue, Maude Avenue, Moffett Park Drive, Duane Avenue, Hollenbeck Avenue, Olive Avenue, Henderson Avenue, Lakehaven Drive, Almanor Avenue, Alberta Avenue, and Old San Francisco Road.

Out of the total fatal and severe injury collisions involving pedestrians and bicyclists, 33% occurred on El Camino Real and 7% occurred on County Expressways.

- Collision Profiles - An aggregate of collision data was analyzed to develop ten collision profiles. The profiles are used to determine how fatal or severe injury collisions can be effectively addressed. The collision profiles include:
 - Walking or bicycling on expressway, arterial, or collector
 - Unmarked pedestrian crossing
 - Speed-related conflict
 - Left turn at signalized intersection
 - 60+ year old pedestrians at intersections
 - Influence of drugs or alcohol
 - Midblock bicycle conflict
 - Conflicting through movement at intersection
 - Children walking or biking near school

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-
- Red light violation at signalized intersection
 - Countermeasure Toolbox - Based on the collision analysis and trends, the factors leading to the fatal and severe injury collisions were identified. The next step was to develop a countermeasure toolbox that once implemented, could reduce fatal and severe injury collisions in the City. The improvements listed in the countermeasure toolbox are proven safety countermeasures as identified in national research reports and in resources such as the Federal Highway Administration (FHWA) *Guidance Memorandums on Promoting the Implementation of Proven Safety Countermeasures*, FHWA Crash Modification Factors (CMF) Clearinghouse, and American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual (HSM). The items in the toolbox may be considered for implementation at any location throughout the City, and can be implemented either singularly or as part of a larger project. The toolbox consists of the following elements:
 - Roadway Design
 - Bulb-outs and Curb Extensions
 - Lane Reduction/Road Diet
 - Consolidated Driveways
 - Sidewalk gap closures
 - Roadway and Intersection Safety Lighting
 - Pedestrian Crossings
 - High Visibility Crosswalks with Advance Stop or Yield Lines
 - Marked Crossing
 - Pedestrian-Activated Crosswalk Warning Beacon
 - Pedestrian Hybrid Beacon
 - Pedestrian Refuge Island and Median
 - Bikeway Design
 - Bike Intersection Markings
 - Buffered Bike Lane
 - Green Pavement
 - Shared-use Trail and Bicycle Path
 - Protected Bikeway
 - Signs, Markings and Operation

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- Modified Intersection Stop-control
 - Parking Restriction at Intersections
 - Turn Restriction
 - Signal Timing and Phasing
 - Adaptive Pedestrian Signal System
 - Leading Pedestrian Interval
 - Pedestrian Countdown Signal Head
 - Protected Turn
 - Advance Dilemma-Zone Detection
 - Signal Timing and Phasing Improvements
 - Speed Control
 - Vehicle Speed Feedback Sign
 - Reduced Speed School Zone
 - Speed Hump, Speed Table, and Raised Crosswalk
 - Miscellaneous
 - Education
 - Enforcement
- Priority Project Locations - Based on the analysis of where fatal or severe injury collisions have occurred and locations identified through community input, ten priority project locations were chosen for a more detailed analysis. The safety issues were identified at each location along with potential collision countermeasures, as identified in the countermeasure toolbox. The ten locations include:
 1. El Camino Real between S. Mary Avenue and S. Mathilda Avenue
 2. El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue
 3. El Camino Real, E. Fremont Avenue, and S. Wolfe Road
 4. Fair Oaks Avenue/Remington Drive between Iris Avenue and Manet Drive

5. El Camino Real between Henderson Avenue and Helen Avenue
6. N. Mathilda Avenue and W. Maude Avenue
7. N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue
8. Fremont Avenue between Sunnyvale Saratoga Road and Floyd Avenue
9. Homestead Road between Heron Avenue and Wolfe Road
10. Mary Avenue between Remington Drive and Fremont Avenue

The countermeasures recommended at these ten priority locations could also be applied to facilities with similar characteristics.

- Implementable Actions - Includes recommended strategies and actions to serve as a roadmap for the City to reduce fatal and severe injury collisions. These actions are organized into four action areas:
 - Vision Zero Program Initiatives and Evaluation - include Vision Zero promotion, integration of Vision Zero into other planning efforts, and improved Vision Zero data collection and program evaluation
 - Street Design and Operation - prioritize improvements listed in the toolbox on the HIN as the most targeted way to reach the goal towards zero traffic fatalities and severe injuries
 - Behavioral Change - encourage safe travel behaviors through outreach and education, enforcement, and providing alternatives to driving
 - Vulnerable Road Users - recognizing that younger and older people, people biking and walking are more vulnerable to severe traffic injuries and fatalities, the plan identifies different strategies for each of these groups of road users

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The goal of the VZP is to reduce fatalities and serious injuries by 50 percent by 2029 and to continue improving traffic safety towards zero fatal and serious injury collisions in the ten years that follow. The City will continue to perform periodic review of collision analysis to ensure the City is working toward the VZP goal.

FISCAL IMPACT

None for approving the VZP. Implementation of the recommended actions will be achieved through various projects that will be considered individually through the City's budget process.

PUBLIC CONTACT

Public contact was made through posting of the Bicycle and Pedestrian Advisory Commission agenda on the City's official-notice bulletin board, on the City's website, and the availability of the agenda and report in the Office of the City Clerk.

Public outreach efforts also included the following:

- Two community workshops
- Two online surveys
- One focus group meeting with government agency representatives
- Two BPAC meetings
- Three community walking tours

ALTERNATIVES

1. Recommend to City Council to Adopt the Vision Zero Plan.
2. Recommend to City Council to Adopt the Vision Zero Plan with modifications.
3. Do not recommend City Council to Adopt the Vision Zero Plan.
4. Other direction as provided by the Commission.

RECOMMENDATION

Alternative 1: Recommend to City Council to Adopt the Vision Zero Plan.

Prepared by: Ralph Garcia, Senior Transportation Engineer

Reviewed by: Shahid Abbas, Transportation and Traffic Manager, Public Works

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Draft Vision Zero Plan



City of Sunnyvale

Excerpt Meeting Minutes - Final City Council

Tuesday, July 30, 2019

6:00 PM

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

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

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

Vice Mayor Melton announced the items for Closed Session and invited any members of the public to make public comments before the meeting.

1 Call to Order in the West Conference Room

Vice Mayor Melton called the meeting to order at 6:00 p.m.

2 Roll Call

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

PUBLIC HEARINGS/GENERAL BUSINESS

4 [19-0715](#) Recommendation to City Council on Adopting the Vision Zero Plan

Public Works Director Chip Taylor and Steve Davis, Fehr & Peers, provided the staff report and presentation.

Public Hearing opened at 10:03 p.m.

Diane Gleason voiced support for Alternative 2.

John Cordes, Silicon Valley Bicycle Coalition, supported funding in the next fiscal year for Vision Zero Plan (Plan) implementation and suggested biennial progress reports to the City Council.

Leia Mehlman shared support for Alternative 2 and sufficient funding for prompt implementation.

Alejandro Marti supported the Plan and promoted “quick build” safety measures.

Daniel Howard voiced support for the Plan, with “quick build” and tactical urbanism solutions.

Kevin Jackson supported the Plan, along with improvements to direct-route roads not heavily traveled by bicyclists due to safety concerns.

Pam Putman supported the Plan and encouraged sharing of roads between different modes of transportation.

Bicycle and Pedestrian Advisory Commission Chairperson Richard Mehlinger shared the Commission’s support for Alternative 2.

Richard Mehlinger shared support for “quick build” options and the Plan with Guiding Principles as outlined in the staff report.

Samantha Rupel encouraged Council to adopt more aggressive timelines for collision reductions.

Stephen Meier requested Council adopt more aggressive changes, including tunnels or roundabouts.

Zachary Kaufman raised concerns regarding the proposed traffic calming measures on Ticonderoga Drive.

Public Hearing closed at 10:31 p.m.

MOTION: Vice Mayor Melton moved and Councilmember Hendricks seconded the motion to approve Alternative 2: Adopt the Vision Zero Plan with the following modification, update Guiding Principle 3 to: "Safety is a primary consideration in the development of transportation projects for all users."

The motion carried with the following vote:

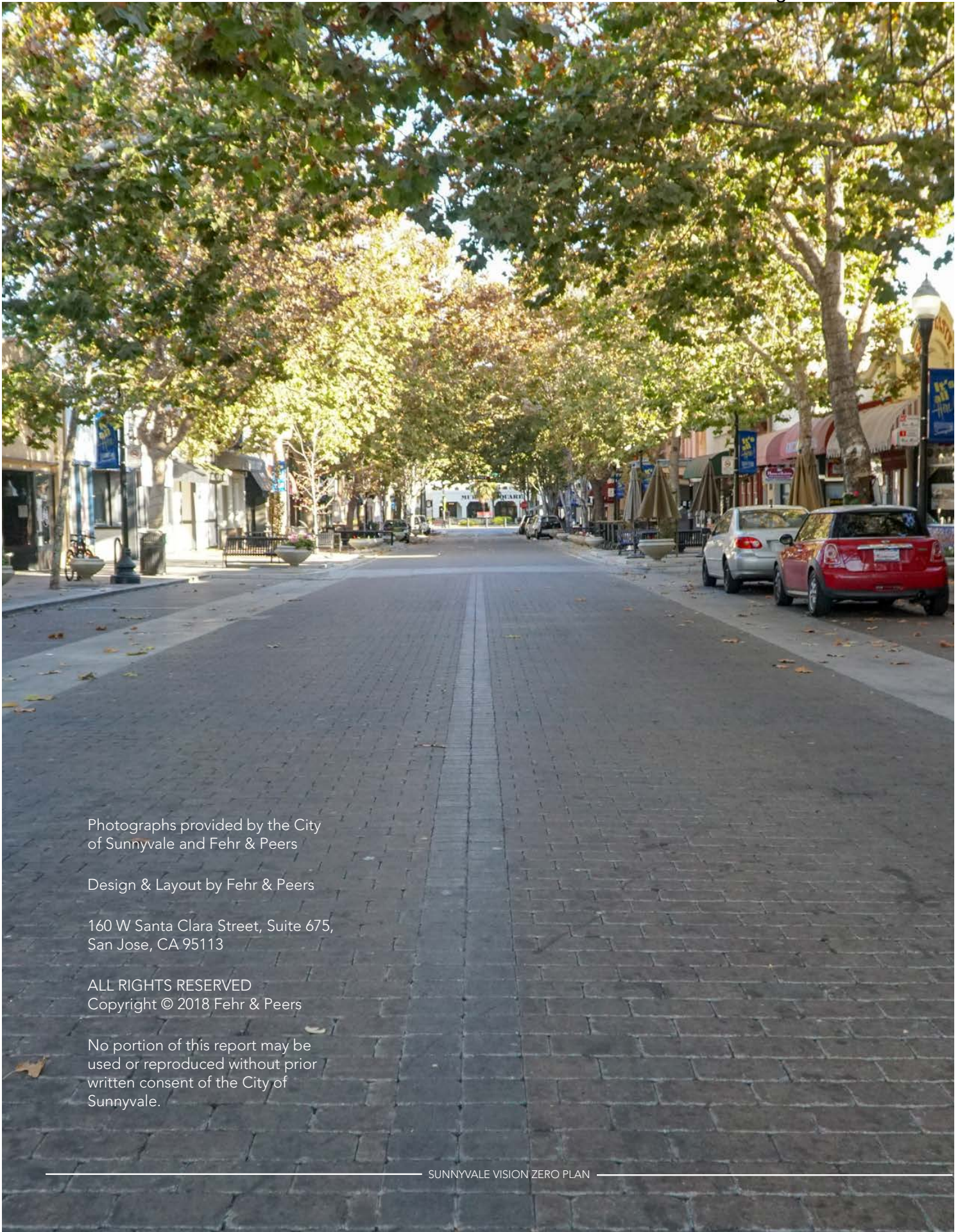
Yes: 6 - Mayor Klein
Councilmember Melton
Councilmember Larsson
Councilmember Hendricks
Councilmember Goldman
Councilmember Fong

No: 1 - Vice Mayor Smith

The Council recessed at 10:47 p.m. and reconvened at 10:57 p.m. with all Councilmembers present.



Approved by City Council
July 30, 2019



Photographs provided by the City
of Sunnyvale and Fehr & Peers

Design & Layout by Fehr & Peers

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San Jose, CA 95113

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Sunnyvale.

ACKNOWLEDGEMENTS

Developing Sunnyvale's Vision Zero Plan has been a collaborative effort. It would not be as robust or reflective of community needs without the participation of a wide range of stakeholders. Thank you to the more than 400 community members who participated in the online survey and in-person workshops. Your input was invaluable in creating a successful Sunnyvale Vision Zero Plan. Thank you to the elected officials, Sunnyvale staff, Sunnyvale Bicycle and Pedestrian Advisory Commission, Santa Clara Valley Transportation Authority, and other Santa Clara County agencies and school districts that provided input during this process. Your feedback helped align this plan with local priorities, policies and existing programs.

Elected Officials

Larry Klein, Mayor
Russ Melton, Vice Mayor
Glenn Hendricks, Councilmember
Michael S. Goldman, Councilmember
Gustav Larsson, Councilmember
Nancy Smith, Councilmember
Mason Fong, Councilmember
Jim Griffith, Councilmember (Term ended in 2018)

City of Sunnyvale Staff

Shahid Abbas, Transportation and Traffic Manager
Ralph Garcia, Senior Transportation Engineer
(Project Manager)
Lillian Tsang, Principal Transportation Engineer
Carmen Talavera, Senior Traffic Engineer
Lieutenant Tracy Hern, Traffic Safety Unit
Norma O'Connell, Safe Routes to School Coordinator
Rosemarie Zulueta, Senior Planner
Andrew Miner, Assistant Director Community
Development Department
Amber Blizinski, Principal Planner
George Schroeder, Senior Planner

Sunnyvale Bicycle and Pedestrian Advisory Commission

John Cordes, Chair
Susan Bremond, Vice Chair
Timothy Oey
Scott Swail
Kyle Welch
Leia Mehlman
Richard Mehlinger
Catherine Barry (Term ended in 2018)
Angela Rausch (Term ended in 2018)

Key Stakeholders

Cupertino Union School District
Santa Clara County of Public Health
Santa Clara Valley Transportation Authority
Santa Clara Unified School District
Sunnyvale School District

Fehr & Peers Consultant Team

Dana Weissman
Matt Haynes
Jesse Cohn
Steve Davis
Sara Sadeghi
Victoria Caudullo
Michelle Chung
David Wasserman
Thao Nguyen

Note: Throughout this plan, reference to the "City" refers to the Sunnyvale government.

LETTER FROM THE CITY

To the Sunnyvale community,

Sunnyvale's Vision Zero Plan is a critical step towards eliminating citywide traffic fatalities and serious injuries. With this plan, we articulate a goal to reduce fatalities and serious injuries by 50 percent by 2029 and to continue improving traffic safety towards zero fatal and serious injury collisions in the ten years that follow. We see traffic collisions as preventable incidents that can be addressed, rather than accidents that cannot be avoided. We are willing to make some challenging decisions when traffic safety is at stake, and we are committed to monitoring our progress and continually adapting new ideas and lessons learned in support of Vision Zero.

As the region's innovative local economy continues to thrive, addressing traffic safety in Sunnyvale becomes even more important to ensure that all road users – pedestrians, bicyclists, transit users, drivers, and those with mobility impairments – can travel with safety, comfort, and ease, no matter their destination. Whether you are a resident of Sunnyvale, an employee working in Sunnyvale, a visitor making Sunnyvale your destination, or simply passing through, we are dedicated to providing you a safe multi-modal transportation network.

The City's approach to reaching Vision Zero is quantitative, collaborative and inclusive. The commitments outlined in this plan – and the priority projects the City will implement to achieve them – help to better connect and strengthen our community. Vision Zero builds on Sunnyvale's years of investment in transportation safety. Since 2012, Sunnyvale's collision rate has declined by 30 percent, and Sunnyvale now has fewer collisions than 80 percent of cities of comparable size in California. The City's commitment to this plan will further distinguish Sunnyvale as one of the safest in its class.

Thanks to the City Council's leadership, our community's participation in the planning process and the hard work of City staff, we have a Vision Zero Plan that will make our community safer well into the future.

Sincerely,

Kent Steffens, City Manager



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A CALL TO ACTION TO MAKE SUNNYVALE'S STREETS SAFER

From 2012 through 2017, 25 people lost their lives when traveling on Sunnyvale's streets. They include individuals from all neighborhoods within Sunnyvale, and they cross geographic and demographic boundaries. These deaths resulted in tragic personal loss for family and friends and significantly impacted the Sunnyvale community.

Over half of the traffic related deaths involved people walking or bicycling. People walking and bicycling in Sunnyvale are disproportionately impacted in traffic collisions. Twelve percent of all trips in Sunnyvale are made on foot, but over 35 percent of collisions resulting in a fatality or serious injury involve a pedestrian. Two percent of all trips in Sunnyvale are made by bicycle¹, but almost 20 percent of collisions resulting in a fatality or serious injury involve a bicyclist.

The annual number of collisions in Sunnyvale decreased by over 30 percent between 2012 and 2017, but collisions that involved a fatality or serious injury decreased by only 10 percent over that time period. The City's transportation planning efforts have made progress, but more still needs to be done to address safety in Sunnyvale.

In January 2016, the Sunnyvale City Council and Bicycle and Pedestrian Advisory Commission (BPAC) recognized the need for continued safety investment and committed to support Vision Zero through a Study Issue. The stated goal of the Study Issue was to develop a Sunnyvale Vision Zero Plan that "strives for the total elimination of traffic fatalities for all transportation modes." The City Council approved funding for the Plan in 2017.

Bicyclists and pedestrians involved in traffic collisions in Sunnyvale are **13 times** more likely to be killed or seriously injured than drivers involved in collisions.

¹ 2012 California Household Travel Survey. Daily Mode Share, City of Sunnyvale (All Trip Purposes).

ABOUT VISION ZERO

What is Vision Zero?

Vision Zero sets an ambitious long-term goal to eliminate traffic fatalities and serious injuries, starting with an immediate commitment to reduce fatalities and serious injuries in the near term. Vision Zero programs are a departure from the status quo in several major ways:

1. Vision Zero takes a “safety first” approach, prioritizing traffic safety over other transportation considerations.
2. Vision Zero acknowledges that traffic deaths and serious injuries are preventable.
3. Vision Zero is a multidisciplinary approach that brings together a diverse set of stakeholders to address the complex problem of traffic safety.

Vision Zero began in Sweden in 1997, when the country adopted a national transportation policy that “the long-term goal of traffic safety is that nobody shall be killed or seriously injured as a consequence of traffic accidents.”² Since 2014, Vision Zero has been building momentum in the United States. Starting with New York City, Vision Zero policies have spread across American cities, adopted in both large cities like Chicago, Seattle, San Francisco and Los Angeles, as well as smaller jurisdictions like Boulder, Colorado; Durham,

North Carolina; and Somerville, Massachusetts. As of January 2018, 35 U.S. cities have committed to Vision Zero in a meaningful way, according to the national Vision Zero Network - a nonprofit organization working to define and advance Vision Zero in communities across the U.S. Sunnyvale is joining a global movement with a strong national network to help cities share best practices to improve roadway safety.

Early results are promising. In New York City, 2017 had the fewest traffic

fatalities on record, marking the fourth consecutive year of declining traffic deaths under New York City's Vision Zero program. Closer to home, Fremont, California has seen a 25 percent reduction in major traffic collisions in the first two years since adopting its Vision Zero Plan.³ While progress has been made, cities recognize the road to zero will be long. Sweden's initial goal was to eliminate fatalities by 2020; the country has since adjusted their reduction target to 50 percent by 2020 and to zero deaths by 2050.

² Rosencrantz, H., Edvardsson, K., & Hansson, S. O. (2007). Vision zero—Is it irrational? Transportation research part A: Policy and practice, 41(6), 559-567.

³ Vision Zero Network. Vision Zero 101: Approach for Mid-Sized Cities webinar. Delivered by Hans Larsen, Public Works Director, Fremont, California. September 20, 2017.

Collisions, Not Accidents

The City of Sunnyvale commits to using the word "collision," not "accident." "Accident" implies that nothing could have been done to prevent an incident, while "collision" recognizes that these traffic incidents can be systemically addressed. In a 2014 letter to Federal Highway Administration staff, George L. Reagle, Associate Administrator for Motor Carriers at the U.S. Department of Transportation wrote:⁴

Changing the way we think about events and the words we use to describe them affects the way we behave. Motor vehicle crashes occur "when a link or several links in the chain" are broken. Continued use of the word "accident" implies that these events are outside human influence or control. In reality, they are predictable results of specific actions...

The Federal Highway Administration has joined the National Highway Traffic Safety Administration in declaring that the word "accident" will no longer be used in materials we publish, in speeches or other statements, or in communications with the media and others.

⁴ Reagle, G.L. A Crash is Not an Accident. Federal Motor Carrier Safety Administration. March 4, 2014. <https://www.fmcsa.dot.gov/newsroom/crash-not-accident>

Incorporating the E's into Vision Zero

Effective multimodal planning has long been associated with the five E's: Engineering, Education, Enforcement, Encouragement, and Evaluation. In recent years, planners have begun to incorporate two additional E's: Engagement and Equity. Together, these seven concepts are the backbone of multimodal transportation planning, and they can be applied to the Vision Zero context.



Engineering: Implementing infrastructure changes that improve safety for drivers, bicyclists, and pedestrians.



Education: Giving people the skills, knowledge and confidence to travel safely.



Enforcement: Applying regulations that manage speed and roadway behavior.



Encouragement: Creating a safety culture where people feel comfortable using the travel mode of their choice.



Evaluation: Tracking progress in reducing fatalities and serious injuries.



Engagement: Working closely with the community when identifying safety concerns and developing solutions.



Equity: Ensuring that solutions serve everyone in the community, particularly low-income and minority populations.

VISION STATEMENT & GUIDING PRINCIPLES

The City of Sunnyvale Vision Zero Plan reflects the City's commitment to reducing traffic fatalities and serious injuries. It is a road map for action and a tool for measuring progress towards the City's safety goals.

Vision Statement

Sunnyvale Vision Zero is a community-driven and data-driven initiative to eliminate preventable traffic fatalities and serious injuries. In the coming years, Sunnyvale will aim to reduce collisions through improved transportation infrastructure and programming, achieving a **50 percent reduction in fatalities and serious injuries by 2029** and continued progress towards zero in the ten years that follow.

Guiding Principles

The following principles guide the actions of the Sunnyvale Vision Zero Plan:

1. Traffic deaths are unacceptable and preventable.
2. Transportation options should be safe for all users, for all modes of transportation, in all communities, and for people of all ages and abilities.
3. Safety is a primary consideration in the development of transportation projects for all users.
4. Actions toward Vision Zero should embody a quantitative, collaborative, and equitable approach.
5. Human error is inevitable and unpredictable; the transportation system should be designed to anticipate error and minimize injury severity.
6. Speed is a fundamental predictor of collision severity survival. The transportation system should be designed for speeds that safely accommodate all modes of travel.
7. Ongoing evaluation should measure performance against the Sunnyvale Vision Zero Plan objectives.

BUILDING ON PRIOR INVESTMENTS IN SUNNYVALE

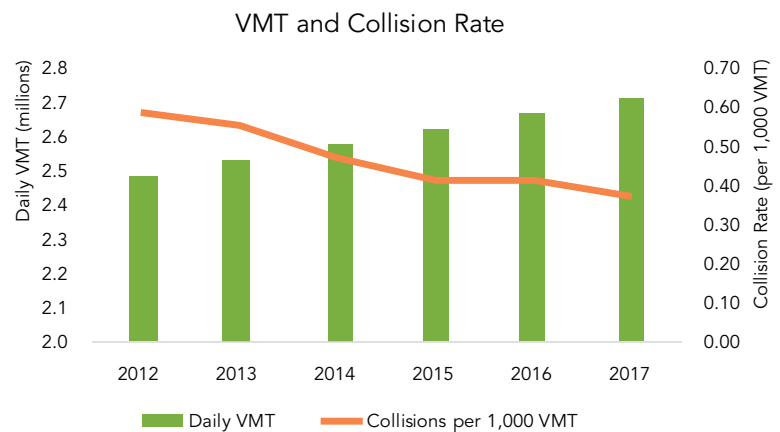
The City of Sunnyvale is already working to increase the availability of safe and comfortable multimodal transportation choices for all residents, helping meet citywide goals to reduce carbon emissions, improve public health through increased physical activity, and improve quality of life for everyone. The Sunnyvale Vision Zero Plan builds on the City's past

and ongoing efforts to improve safety and multimodal access throughout the community.

The City of Sunnyvale 2035 General Plan Land Use and Transportation Element (LUTE) states that the City will "provide safe access to city streets for all modes of transportation. Safety considerations of all transport modes shall

take priority over capacity considerations." With this pledge, the City recognizes its commitment to promote a healthy and safe environment through responsible stewardship of the transportation network. The adoption of Vision Zero makes the prioritization of safe travel for all modes a primary focus.

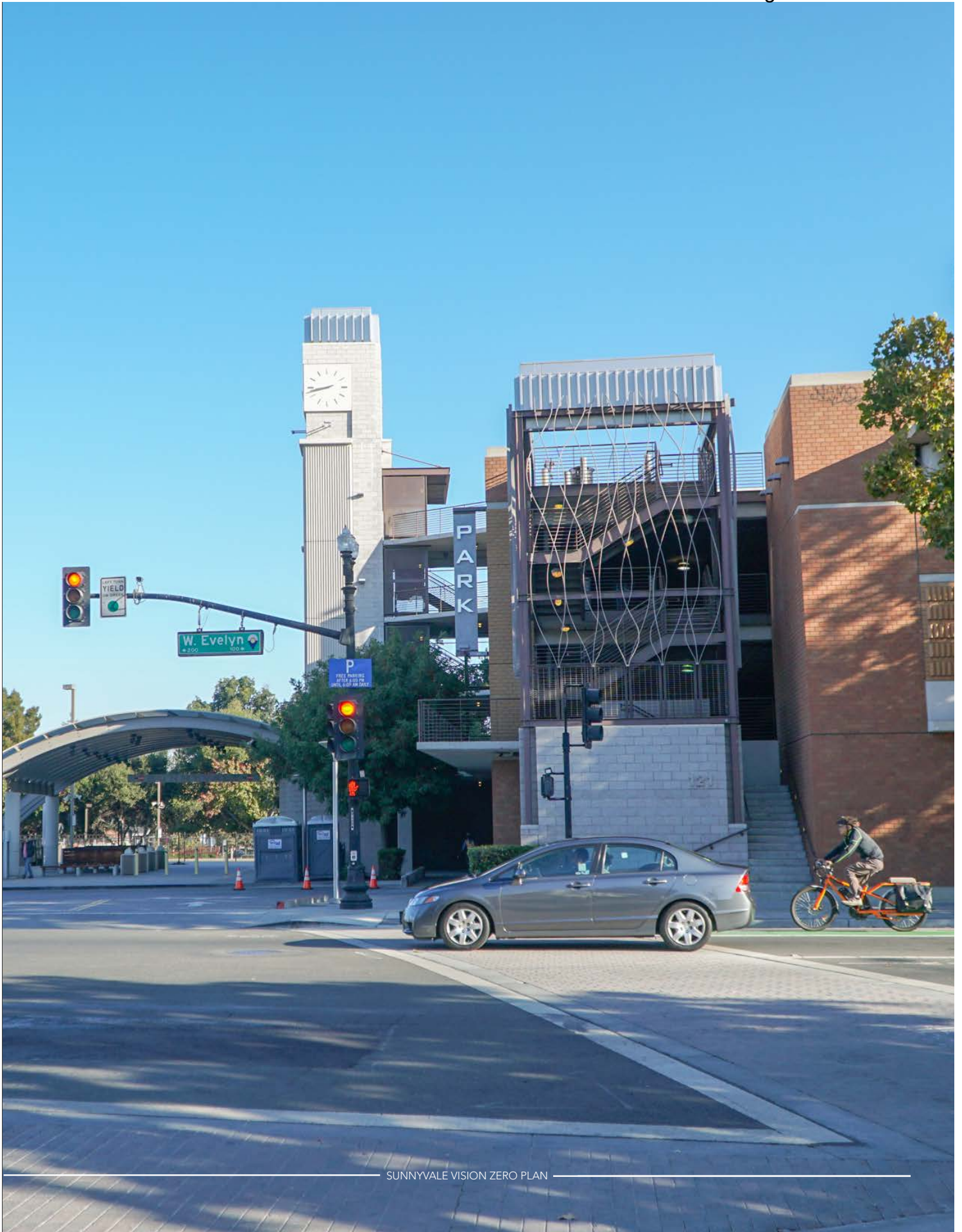
Between 2012 and 2017, Sunnyvale's daily vehicle miles traveled (VMT) increased by **9%**, while the total number of collisions decreased. As a result, the collision rate (collisions per 1,000 VMT) decreased by **37%** between 2012 and 2017.



Previous transportation investments have paid off; Sunnyvale has fewer collisions than 80 percent of cities of comparable size in California (120,000 to 160,000 population).⁵ Sunnyvale's fatality crash rate of 2.8 annual traffic deaths per 100,000 population is substantially below the 9.2 rate for California and the 11.6 rate for the nation.⁶ However, the City remains committed to eliminating fatal and serious injury collisions.

⁵ California Office of Traffic Safety. 2015 OTS Rankings.

⁶ Insurance Institute for Highway Safety, Highway Loss Data Institute. 2016 General statistics state by state.



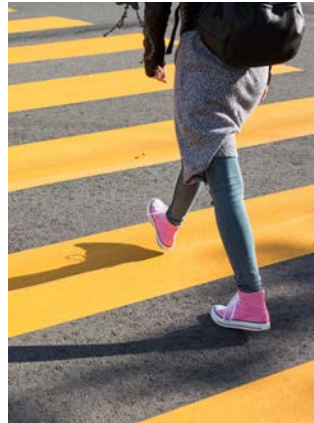
Plans and Policies

The Sunnyvale Vision Zero Plan builds on the City's progress towards improving street safety through a range of transportation plans, design guidelines, and area plans. These City resources complement safety efforts by the County and State, including the Santa Clara County Valley Transportation Plan 2040, grade separations plans, and Complete Streets program.



Sunnyvale General Plan - Land Use and Transportation Element:

Updated in 2017, promotes safe streets and healthy living for all users. These policies support multimodal infrastructure improvements that address bicycle and pedestrian safety, convenience and connectivity. The General Plan's comprehensive, safety-oriented complete streets policy is further strengthened by a recently adopted City Council Resolution on complete streets.



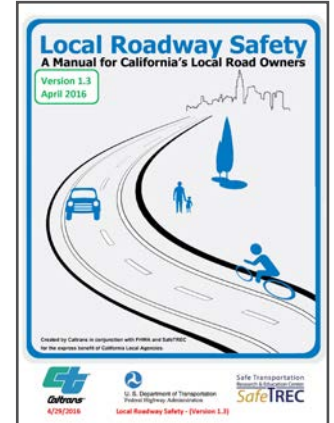
Sunnyvale Active Transportation Plan (ATP):

Includes the Sunnyvale Bicycle Master Plan, Safe Routes to School Plan, and Pedestrian and Safety Circulation Plan. Is currently being developed and will be completed in 2020. The ATP will identify priority bicycle and pedestrian projects and improvements that contribute towards reducing collisions involving pedestrians and bicyclists throughout Sunnyvale.



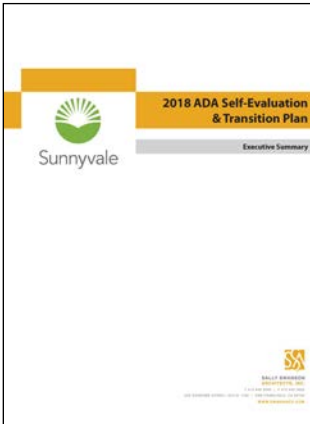
Sunnyvale Climate Action Plan 1.0 and Climate Action Playbook 2.0:

Together include over 100 actions for reducing citywide greenhouse gas emissions, several of which relate to improving "sustainable circulation and transportation options." Specific actions cite improving the safety of bicyclists and pedestrians through roadway design and enforcement.



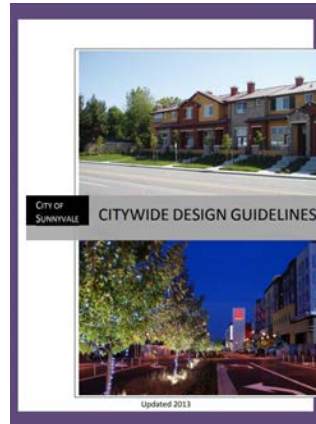
Systemic Safety Analysis Report Program (SSARP):

Funded by California Department of Transportation (Caltrans), supports collision analysis, street safety issue initiation, and development of a list of systemic low-cost safety countermeasures that can be used in future statewide grant applications. Sunnyvale was awarded \$250,000 in SSARP funds in 2017 to implement this program.

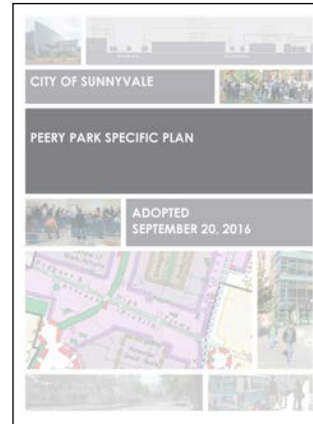


Sunnyvale Americans with Disabilities Act Self-Evaluation and Transition Plan (Draft):

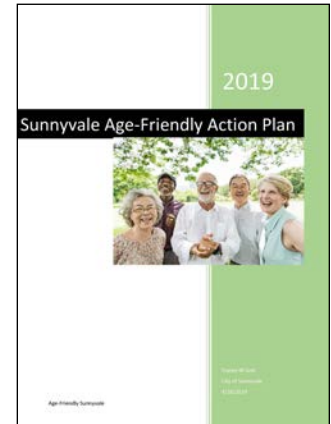
Focuses on ensuring access and usability for all persons with disabilities. It includes an ADA self-evaluation, a review of the City's ADA policies and practices, and a barrier assessment and remediation for public facilities.



Sunnyvale Design Guidelines: Including the citywide Design Guidelines, the Parking Structure Design Guidelines, and the Mixed-Use Development Toolkit, provide design guidelines for private developers to encourage safe site access, to create interesting and comfortable streetscapes, and to promote less dependence on cars.



Sunnyvale Specific, Precise, and Sense of Place Plans: Address multimodal transportation connectivity and safety through recommended streetscape improvements and intersection enhancements. Examples include the Fair Oaks Junction Sense of Place Plan, East Sunnyvale Sense of Place Plan, Downtown Specific Plan, Moffett Park Specific Plan, Peery Park Specific Plan, Lawrence Station Area Plan, and El Camino Real Corridor Specific Plan.



Sunnyvale Age-Friendly Action Plan (Draft):
An "age-friendly city" optimizes opportunities for health, participation and security for all people, to ensure quality of life and dignity as people age. In September 2017, the City of Sunnyvale was formally designated an Age-Friendly City by the World Health Organization and American Association of Retired Persons. As part of the commitment to the Age-Friendly network, the City is developing an action plan that encompasses the City's values and vision and provides for sustainable growth. The plan is expected to be adopted in fall 2019.

Infrastructure Changes

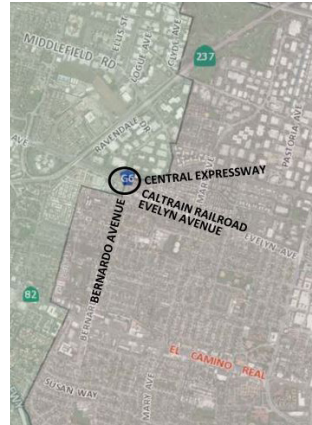
The Sunnyvale Vision Zero Plan builds on the City's progress towards improving street safety through past and ongoing infrastructure projects.



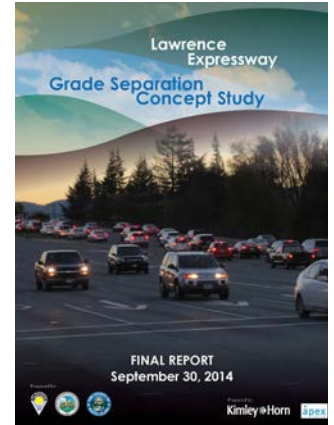
Fair Oaks Bridge: For more than four years, the City has been working with the community and Caltrans towards rehabilitating the Fair Oaks Avenue Bridge. Located between Kifer Road and Evelyn Avenue, the bridge crosses over the Caltrain tracks and Hendy Avenue. Once complete, this safety enhancement project will maintain the same number of automobile lanes, add a new separated sidewalk on the east side of the bridge, and widen the bridge's existing bicycle lanes.



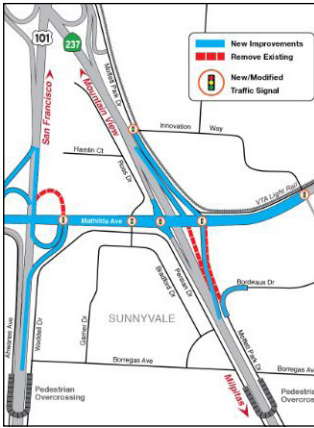
Mary Avenue Overcrossing: The Mary Avenue Overcrossing project will relieve north-south traffic congestion, improve multimodal access between Moffett Park and other areas, and support smart growth in the Moffett Park area. The project would provide a multimodal connection from Mary and Almanor avenues, over US-101, SR-237 and Moffett Park Light Rail Station to 11th Avenue and Discovery Way (formerly E Street) in Moffett Park.



Bernardo Avenue Undercrossing: The Bernardo Avenue Undercrossing project is a joint effort between the City of Sunnyvale and the City of Mountain View to provide a key pedestrian and bicycle connection to employment centers and VTA Light Rail in the northern section of each jurisdiction. The undercrossing will provide pedestrian and bicycle access between North Bernardo Avenue and South Bernardo Avenue under the Caltrain Railroad and Central Expressway.



Lawrence Expressway Grade Separation Project: The purpose of the Lawrence Expressway Grade Separation Project is to identify potential improvements along the Lawrence Expressway at the intersections of Reed Avenue/ Monroe Street, Kifer Road, and Arques Avenue that will address existing and future traffic congestion in the study area. The proposed concepts (2014) have been evaluated based on safety benefits associated with eliminating conflict points at existing intersections and improved pedestrian and bicycle safety.



Mathilda Avenue Improvements: The project reconfigures the US 101 and SR 237 interchanges with Mathilda Avenue, including modification to on- and off-ramps; removal, addition, and signalization of intersections; and provision of new left-turn lanes. In addition, the project will modify bicycle and pedestrian facilities, street lighting, ramp metering, signage, and light rail crossing facilities.

Green Bike Lanes: Green bike lanes are being implemented at bicycle-vehicle conflict points across Sunnyvale. The treatment improves bicyclist visibility and reduces conflicts between bicyclists and vehicles.

Caltrain Grade Separations Feasibility Study: Caltrain Grade Separations at Mary and Sunnyvale Avenues will reduce existing congestion and queuing associated with crossing gate downtime, improve safety for all modes of travel, enhance pedestrian and bicycle access, and reduce noise. The project will identify a preferred alternative for each project location and complete a 15% design drawing.

GREEN INFRASTRUCTURE INITIATIVE

Sunnyvale is currently developing a citywide Green Infrastructure Plan. Green infrastructure includes trees, rain gardens, and infiltration planters that slow the course of runoff and filter it naturally before it reaches major waterways and sensitive plant and animal life. Vision Zero projects may provide an opportunity for green infrastructure improvements. For example, curb extensions or bulb outs may be constructed with planters for trees and other vegetation.



BUILDING BLOCKS OF VISION ZERO IN SUNNYVALE

The City of Sunnyvale sets a framework for Vision Zero efforts using two primary sources: **community feedback** and **collision records**. Public comments received through meetings, workshops, online surveys and walking tours, combined with a review of historic collisions within Sunnyvale, enabled the development of a robust set of recommendations that address safety concerns.



Community Engagement

The City led a robust engagement effort to obtain input from community members on their perceptions of traffic safety in the City of Sunnyvale. All community members were invited to participate, and the community responded overwhelmingly with over 3,000 comments identifying safety concerns at specific locations and preferred safety countermeasures. The input from the community helped verify the results of the safety analysis and identify additional safety concerns not identified through the collision data. Community engagement efforts to develop the Sunnyvale Vision Zero Plan included:

Community Workshops:

Community members participated in two workshops where they shared feedback on their current traffic safety concerns and their preferred approaches to improving the safety of Sunnyvale's roadways.

Online Surveys: Community members contributed to two online surveys. In the first online survey, they indicated how they travel within Sunnyvale and highlighted their safety concerns; in the second online survey, they identified their preferred safety improvements at the 10 priority project locations.

Webmap: Community members identified their location-specific safety concerns on the project webmap, sharing what feels unsafe about the locations and their ideas for improvements.

Walking Tours: Community members toured three priority project locations and provided feedback on the proposed street designs.

Bicycle and Pedestrian Advisory Commission (BPAC): Members of the Sunnyvale BPAC shared their feedback on the

planning process during two public commission meetings.

Vision Zero Focus Group: An interdisciplinary focus group provided comments on the Sunnyvale Vision Zero planning process during one meeting. The group included the Sunnyvale Planning Department and Department of Public Safety, Santa Clara County of Public Health, Santa Clara Valley Transportation Authority, Sunnyvale School District, and the Cupertino Union and Santa Clara Unified School Districts.

"A neighborhood parallel bike path or a dedicated bike lane in the parking spaces should be a focus as Fair Oaks is currently too dangerous for cyclists."

– Online survey comment related to Fair Oaks Avenue between Balsam Avenue and East Taylor Avenue



Bicycle infrastructure and pedestrian crossing enhancements were the most requested improvements during the April 2018 workshop.



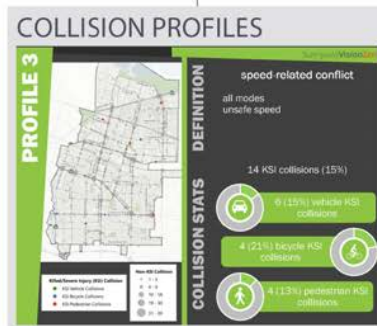
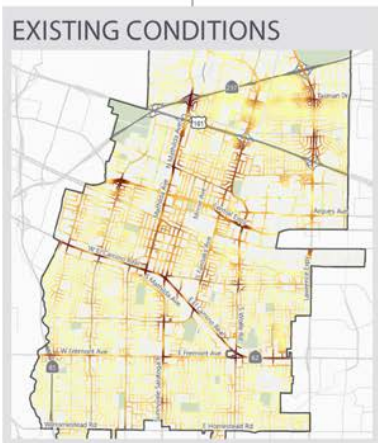
"There are a large number of pedestrians that gather at Pastoria Avenue and [El Camino Real] at school commute times. They overflow [the] intersection. A bulb out would be helpful. Also, many people whip around this intersection making right turns and risk pedestrian safety... Protecting bike commuters through here is important for the same reasons." – Online survey comment related to El Camino Real between S. Mary Avenue and S. Mathilda Avenue



"Narrower lanes is the best way to slow down traffic and encourage drivers to pay better attention. Green and buffered bike lanes will remind drivers to look out for bikes and pedestrians and not just automobiles. Green bike lanes in conflict zones or separated bike ways may make it easier to merge into turn lanes for bikers." – Online survey comment related to Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue

COMMUNITY ENGAGEMENT APPROACH

Phase 1 - Fall 2017



58% of survey respondents walk for transportation purposes at least once a week

66% of survey respondents said safety affects the mode of transportation they choose for travel

82% of survey respondents report that driving is their primary mode of transportation

Phase 2 - Spring 2018

Phase 3 - Fall 2018



Workshop

153 Comments



Online Survey

75 Participants



BPAC Meeting

City Stakeholders
and Community



Walking Tours

3 Priority Project
Locations

[How the City
can improve
identified Priority
Project locations]

[Policies and
programs you
recommend for
safer streets]

[Street designs
that meets your
needs]



ACTION PLAN	
Sunnyvale VisionZero Potential Safety Strategies	
Potential Safety Strategies	
A. Vision Zero Program	
External Initiatives:	Put Vision Zero on the agenda of the City's public, community group, and stakeholder meetings in 2018.
	Launch online, interactive crash data map and website.
	Incorporate Vision Zero safety principles into future City plans and design documents.
Internal Initiatives:	Develop a workshop for Communications Department on how to best communicate about traffic crashes and roadway safety.
	Identify a permanent, dedicated funding source for Vision Zero implementation and coordination.
	Publish an annual report to measure progress against the goals of the Action Plan.
Data Collection & Program Evaluation:	Provide training for Department of Public Safety to improve collision data reporting and preserve crash details and site evidence.
	Improve data collection on speed, impairment, cell phone use, and distraction for KID collisions.
	Establish regular pedestrian and bicyclist counts at consistent locations.
B. Street Design and Operations	
	Develop designs and secure grant funding for ten priority project locations identified in plan, with a focus on roadway designs to improve safety.
High Injury Network Infrastructure:	Develop prioritized list of additional safety projects.
	Install one low-cost safety improvement per year, such as new road markings, signs, and minor signal modifications.
	Convene local stakeholders near high-crash corridors for input on project development.
Operations:	Update City signal timing plans to improve safety for all modes (e.g., all red time, pedestrian crossing times).



11% of webmap comments and 24% of survey responses included **speeding concerns**

7% of webmap comments related to **red light violations**

Workshop and BPAC participants highlighted **pedestrian safety concerns along El Camino Real**

Workshop participants voted for their top three safety enhancements:

- Adding sidewalk connectivity or sidewalk widening
- Adding bicycle lanes
- Adding left-turn traffic signals and signal coordination

Data-Driven Process

The City investigated collision records on local roadways and expressways from the five most recent years available (2012 to 2016)⁷ to describe historic collision trends and identify high-risk locations. This information acts as a primary resource for the Sunnyvale Vision Zero Plan, providing the underlying data to support key analyses. The data-driven process included:

Collision Trends: Review collision statistics to evaluate when, where, and why collisions occur and who is involved.

High Injury Network: Identify corridors with the highest concentrations of fatal and serious injury collisions.

Collision Profiles: Combine different collision factors to identify 10 prevalent collision types.

Countermeasure Toolbox:

Based on national research, identify effective countermeasures and pair them with applicable collision profiles.

Priority Project Locations:

Select 10 priority project locations based on collision density and community verification.

COLLISION TRENDS

A review of collision records helped the City understand the “who, what, when, where, and why” of traffic incidents, particularly for collisions resulting in fatalities or serious injuries. Throughout the Plan, the acronym KSI is used to denote collisions where someone was killed (K) or seriously injured (SI).



Sunnyvale saw **6,244** collisions between 2012 and 2016, including **91** KSI collisions



72% of pedestrian KSI collisions occurred at intersections



7% of all collisions and **4%** of KSI collisions occurred on expressways



11% of KSI collisions involved drivers under the influence of alcohol or drugs



60% of KSI collisions occurred on roadways with speed limits greater than **35** miles per hour



KSI collisions were most likely to occur in the late afternoon or early evening. **51%** of collisions occur between 3 PM and 9 PM.



Only **10%** of all collisions involved bicyclists or pedestrians, yet bicyclist and pedestrian collisions comprised **56%** of KSI collisions

⁷ Source: Crossroads Collision Database Software.

National research shows that children, seniors, low-income communities and people of color face a disproportionate burden when it comes to traffic fatalities and serious injuries. The City incorporated demographic information into the collision analysis to understand how some of these patterns play out locally.

Of these demographic considerations, people in Sunnyvale 60 years or older are overrepresented in fatal and serious injury pedestrian collisions. They make up **20%** of Sunnyvale residents but comprise over **40%** of KSI pedestrian collisions.

A FOCUS ON FATALITIES AND SERIOUS INJURIES



Focusing on fatal and serious injury collisions in Vision Zero acknowledges the outsized impact of these events. Improvements that target fatal and serious injury collisions help produce the greatest benefits to fulfill the City's commitments on health and safety.

The consequences of a fatality or serious injury can be measured in monetary costs, including medical bills, and in intangible costs, including physical pain and emotional suffering. According to the Highway Safety Manual (2016), the combined monetary and intangible cost of a fatal collision is estimated to be \$5.8 million for

victims and their families, and the cost of a collision resulting in serious injury is estimated to be \$300,000.⁸ This means that, between 2012 and 2016, KSI collisions in Sunnyvale cost the community **\$142.8 million**, or **\$28.5 million** per year.



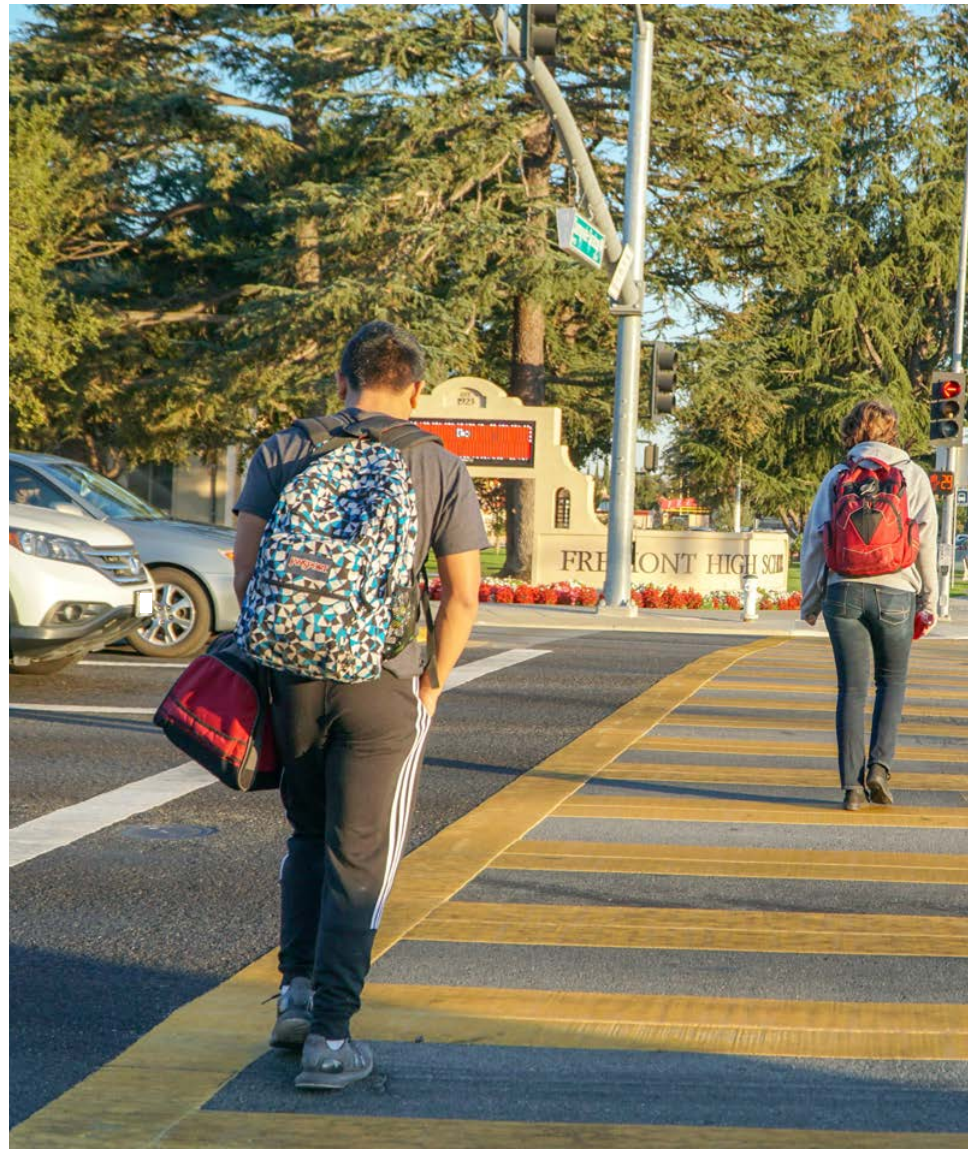
⁸ Federal Highway Administration. 2018. Crash Costs for Highway Safety Analysis <https://safety.fhwa.dot.gov/hsip/docs/fhwasa17071.pdf>

High Injury Network (HIN)

The High Injury Network accounts for **60%** of KSI collisions on just **7%** of Sunnyvale's roadway network.

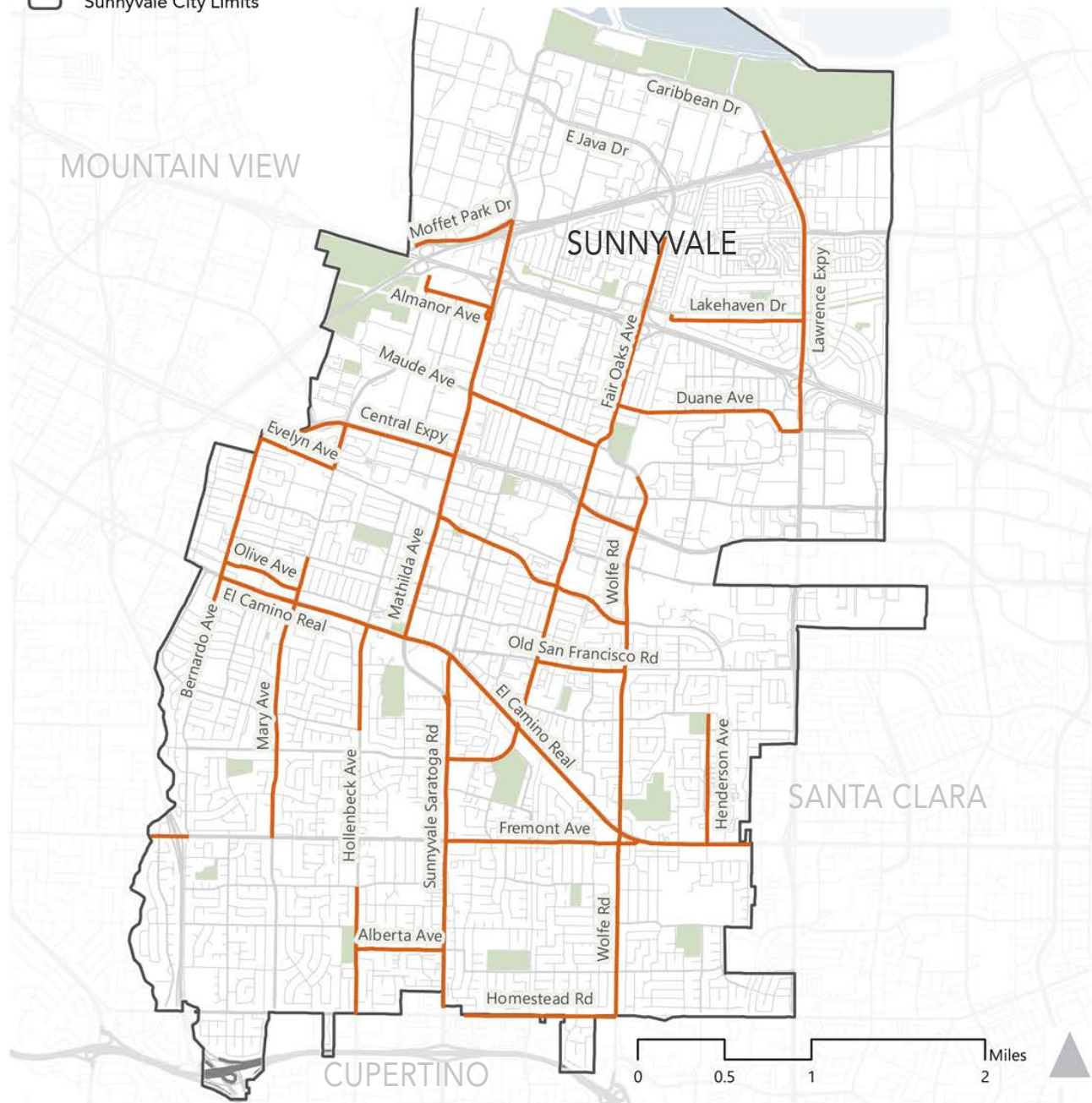
20 of Sunnyvale's **27** public elementary, middle, and high schools fall within a quarter mile of the HIN.

The High Injury Network (HIN) identifies the corridors with the highest levels of fatal and serious injury collisions for pedestrians, bicyclists and motorists. The majority of KSI collisions occurs on a small subset of Sunnyvale roadways. The HIN can help focus safety improvements on priority corridors where the most serious collisions happen with the highest frequency.



Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).

- High Injury Network
- Sunnyvale City Limits



Source: City of Sunnyvale Crossroads Data, 2012-2016

HIGH INJURY NETWORK (HIN)



COUNTERMEASURE TOOLBOX AND COLLISION PROFILES

Countermeasure Toolbox

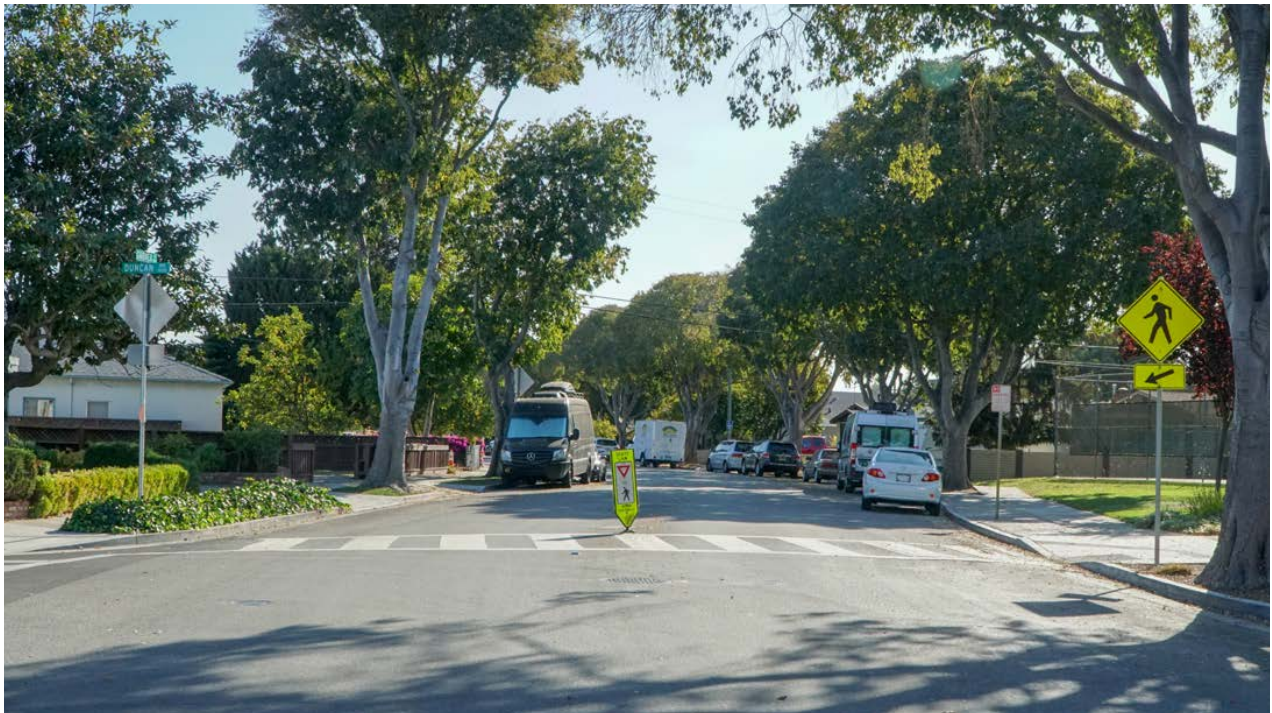
The City has developed a toolbox of key countermeasures that could be used to implement safety projects. These countermeasures encapsulate engineering, education and enforcement strategies. Each countermeasure is summarized based on its efficacy, cost, and complexity.

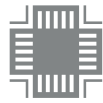
Efficacy indicates the countermeasure's ability to decrease serious and fatal collisions. High

efficacy countermeasures have a measurable effect based on national research and provide overall safety benefits at the given location. Medium efficacy countermeasures may improve user experience and compliance, and they are often more effective at addressing specific crash types under specific conditions. Low efficacy countermeasures result in a possible improvement, though research on their impacts is not available yet.

Cost refers to the capital cost to implement the countermeasure. Complexity summarizes the time or level of effort to plan and design how the countermeasure would be implemented.

Where efficacy, cost or complexity varies significantly based on countermeasure installation type or roadway context, "Based on Context" has been indicated.





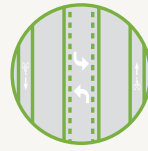
ROADWAY DESIGN



BULB OUTS AND CURB EXTENSIONS

Raised devices that reduce the corner radius or narrow the roadway to reduce speeds of turning vehicles, improve sight lines, and shorten crossing distances.

EFFICACY: ● ● ● ○
COST: ● ● ● ○
COMPLEXITY: ● ○ ○ ○



LANE REDUCTION

Reduction in number of travel lanes, often paired with a center turn lane and/or bicycle lanes.

EFFICACY: ● ● ● ●
COST: ● ● ● ●
COMPLEXITY: ● ● ● ●



CONSOLIDATED DRIVEWAYS

Removal of redundant driveways where multiple driveways provide access to one property.

EFFICACY: ● ○ ○ ○
COST: ● ● ● ○
COMPLEXITY: ● ● ● ●



SIDEWALK TO CLOSE GAPS

Construction of a new sidewalk that closes a gap between two existing sidewalks.

EFFICACY: ● ● ● ○
COST: ● ● ● ●
COMPLEXITY: ● ● ● ●
(BASED ON CONTEXT)



ROADWAY AND INTERSECTION SAFETY LIGHTING

Roadway and intersection lighting to make other road users or hazards more visible to drivers at night, thereby improving driver perception and reaction time.

EFFICACY: ● ● ● ●
COST: ● ● ● ●
COMPLEXITY: ● ● ● ○



PEDESTRIAN CROSSINGS



HIGH VISIBILITY CROSSWALKS WITH ADVANCE STOP OR YIELD LINES

Distinct pavement markings, such as ladder or continental, stamped or colored concrete, or a reflective inlay or thermoplastic tape to increase visibility of pedestrians crossing.

EFFICACY: ● ● ●

COST: ● ○ ○

COMPLEXITY: ● ○ ○



MARKED CROSSING

New crosswalk at an unsignalized intersection where no marked crosswalk was previously striped, consistent with state guidance.

EFFICACY: ● ○ ○

COST: ● ○ ○

COMPLEXITY: ● ○ ○



PEDESTRIAN-ACTIVATED CROSSWALK WARNING BEACON

Pedestrian-activated flashing beacons that highlight crosswalks and pedestrian crossing signs.

EFFICACY: ● ● ○

COST: ● ● ○

COMPLEXITY: ● ○ ○



PEDESTRIAN HYBRID BEACON

Pedestrian-activated beacon that indicates to drivers that a pedestrian is in the crosswalk. An engineering study is used to determine whether installation of the beacon is warranted.

EFFICACY: ● ● ●

COST: ● ● ●

COMPLEXITY: ● ● ○



PEDESTRIAN REFUGE ISLAND AND MEDIAN

Curbed sections in the center of the roadway that are physically separated from vehicular traffic. Raised medians or refuge islands shorten crossing distances across large, multi-lane roadways.

EFFICACY: ● ● ●

COST: ● ● ○

COMPLEXITY: ● ○ ○



BIKEWAY DESIGN



BIKE INTERSECTION MARKINGS

Striping on intersection approaches that provide clear delineation between the paths of through bicyclists and through or right-turning vehicles in the adjacent lane.

EFFICACY: ● ● ○

COST: ● ○ ○

COMPLEXITY: ● ○ ○



BUFFERED BIKE LANE

Class II bike lane separated from vehicle lanes by a painted buffer, intended to reduce motor vehicle encroachment into the bike lane and increase bicyclist comfort and safety.

EFFICACY: ● ● ○

COST: ● ● ○

COMPLEXITY: ● ● ○



GREEN PAVEMENT

Green markings, created with paint, epoxy, thermoplastic, or colored asphalt, that designate bike lanes, cycle tracks, bike boxes, bicycle conflict zones or intersection crossings. Higher efficacy can be achieved when green pavement is used in combination with other treatments.

EFFICACY: ● ○ ○
(BASED ON CONTEXT)

COST: ● ● ○

COMPLEXITY: ● ○ ○



SHARED-USE TRAIL AND BICYCLE PATH

Off-street path, either for exclusive use by bicyclists or by bicyclists and pedestrians, usually with minimal street crossings, and designated by signs and/or pavement markings. These are considered Class I bikeways by Caltrans.

EFFICACY: ● ● ●

COST: ● ● ●

COMPLEXITY: ● ● ●



PROTECTED BIKEWAY

Exclusive bikeways that are located within or next to the roadway, but are separated from both the sidewalk and roadway by vertical barriers or elevation differences. These are considered Class IV bikeways by Caltrans.

EFFICACY: ● ● ● (BASED ON CONTEXT)

COST: ● ● ●

COMPLEXITY: ● ● ●



SIGNS, MARKINGS & OPERATION



MODIFIED INTERSECTION STOP-CONTROL

Modified stop-control at an intersection, such as new stop signs at an uncontrolled intersection or conversion of side-street stops to all-way stops, consistent with warrant guidance and design considerations.

EFFICACY: ● ● ● ●

COST: ● ● ● ●
(BASED ON CONTEXT)

COMPLEXITY: ● ● ● ●
(BASED ON CONTEXT)



PARKING RESTRICTION AT INTERSECTIONS

Parking spaces removed on near side of crossing locations to allow for improved sightlines for both pedestrians and motorists.

EFFICACY: ● ● ● ●

COST: ● ● ● ●

COMPLEXITY: ● ● ● ●



TURN RESTRICTION

Left or right turn restrictions to reduce conflicts between pedestrians and turning vehicles.

EFFICACY: ● ● ● ●

COST: ● ● ● ●

COMPLEXITY: ● ● ● ●



SIGNAL TIMING & PHASING



ADAPTIVE PEDESTRIAN SIGNAL SYSTEM

Sensors that automatically detect when pedestrians are present in a crossing and automatically increase crossing time when necessary.

EFFICACY: ● ● ○

COST: ● ● ○

COMPLEXITY: ● ● ○



LEADING PEDESTRIAN INTERVAL

Signals that allow pedestrians a short head start in crossing the intersection to minimize conflicts with turning vehicles.

EFFICACY: ● ● ○

COST: ● ○ ○

COMPLEXITY: ● ○ ○



PEDESTRIAN COUNTDOWN SIGNAL HEAD

Signal head that provides countdown to inform pedestrians about the length of time left to cross.

EFFICACY: ● ● ○

COST: ● ○ ○

COMPLEXITY: ● ○ ○



PROTECTED TURN

Signal phasing that includes an exclusive phase for left-turning vehicles to enter the intersection separate from any conflicting vehicle or pedestrian movements.

EFFICACY: ● ● ●

COST: ● ● ○

COMPLEXITY: ● ● ○



SIGNAL TIMING & PHASING (CONT.)



ADVANCED DILEMMA-ZONE DETECTION

Dynamic signal timing that adjusts the start time of the yellow phase either earlier or later, based on observed vehicle locations and speeds. The signal changes are typically used for high-speed approaches. They aim to minimize the number of drivers crossing the intersection during the yellow phase, successfully reducing the specific crash types of rear-end and angle crashes associated with traffic signal phase changes.

EFFICACY: ● ● ○

COST: ● ● ○

COMPLEXITY: ● ● ●



SIGNAL TIMING AND PHASING IMPROVEMENTS

Signal changes that address safety, such as longer walk intervals, signal coordination, signal timing optimized for bicyclist speeds, or longer all-red times to give pedestrians, bicyclists, and drivers more time to clear the intersection before drivers enter the intersection from a conflicting direction. The City of Sunnyvale currently updates its signal timing on a three-year cycle. Signal operation changes require adjustment to other intersections on signal coordinated roadways

EFFICACY: ● ● ●

COST: ● ● ●

COMPLEXITY: ● ● ●



SPEED CONTROL



VEHICLE SPEED FEEDBACK SIGN

Radar sign that displays the speed of an approaching vehicle in real-time on a changeable display. Speed feedback signs should be installed with a regulatory speed limit sign.

EFFICACY: ● ● ○

COST: ● ● ○

COMPLEXITY: ● ○ ○



REDUCED SPEED SCHOOL ZONE

Speed limit reductions to 15 or 20 mph, implemented as part of a speed reduction school zone. Reduced speed school zones are recommended based on state guidance.

EFFICACY: ● ● ○

COST: ● ○ ○

COMPLEXITY: ● ○ ○



SPEED HUMP, SPEED TABLE, AND RAISED CROSSWALK

Raised asphalt that spans the width of the roadway, varying in length depending on type. Speed tables are similar to speed humps but tend to be wider. Raised crosswalks are flat-topped speed tables, marked and signed as a pedestrian crossing.

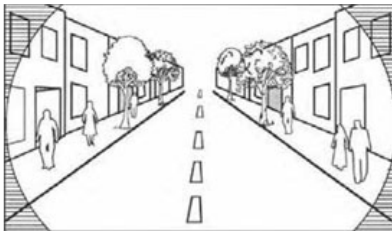
EFFICACY: ● ● ●

COST: ● ● ○

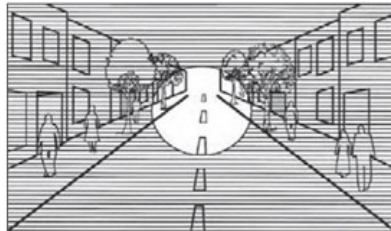
COMPLEXITY: ● ● ○

A major component of Vision Zero is the recognition of the relationship between speed and collision severity. In the City of Sunnyvale, unsafe speed (as recorded in the collision report) is a leading cause of collisions. By designing streets to better reflect the range of road users – bicyclists, pedestrians, buses, and personal vehicles – and through public education and targeted enforcement campaigns, the City can help reduce the speeds at which vehicles travel. The deployment of technologies like speed monitoring also can lower and manage speeds and reduce the likelihood and severity of collisions.

Unsafe speeds were a factor in **27.5%** of all collisions and **15.4%** of KSI collisions.



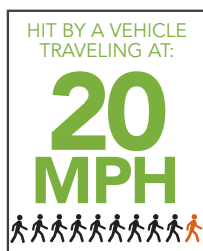
Field of vision at 15 MPH



Field of vision at 30 to 40 MPH

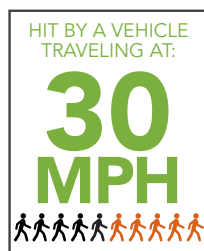
Source: <https://www.ite.org/technical-resources/topics/speed-management-for-safety/speed-as-a-safety-problem/>

A driver's field of vision increases as speed decreases. At lower speeds, driver can see more of their surroundings and have more time to see and react to potential hazards.

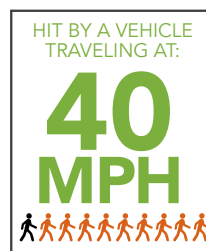


9 out of 10
pedestrians survive

Source: <http://www.bikeleague.org/sites/default/files/speed.jpg>



5 out of 10
pedestrians survive



Only 1 out of 10
pedestrians survives

Speed is especially lethal for vulnerable users like pedestrians and people biking. The risk of injury and death increases as speed increases.

MISCELLANEOUS



EDUCATION

Public education campaigns, sometimes through public service announcements, that inform the public on roadway safety.



ENFORCEMENT

Number of officers in Department of Public Safety assigned to traffic enforcement determined based on guidance provided in the US Department of Transportation's National Highway Traffic Safety Administration Police Personnel Allocation Manual. Focus enforcement efforts on most risky behaviors and high-collision locations identified in the Sunnyvale Vision Zero Plan.

Collision Profiles

Ten collision profiles capture the top KSI collision patterns across Sunnyvale over the five most recent years of available data (2012 to 2016). The collision profiles cover collision characteristics, such as speeding vehicles or red light violations (as recorded in the collision report), as well as contextual factors including if the collision occurred on an expressway, at an intersection, or near a school. Individual collisions may fall under multiple profiles. For example, a collision may be both a speed-related conflict and involve a driver under the influence of drugs or alcohol.

The ten collision profiles are presented on the following pages with a description and relevant countermeasures. Each collision profile is paired with up to five safety countermeasures effective at addressing the collision type. Additional countermeasures may be effective at reducing collisions under a given profile, beyond the five highlighted here, and these are included in the technical appendix.

COLLISION PROFILE	% OF ALL KSI (# OF ALL KSI)	% OF AUTO KSI (# OF AUTO KSI)	% OF BICYCLE KSI (# OF BICYCLE KSI)	% OF PEDESTRIAN KSI (# OF PEDESTRIAN KSI)
1. Walking or bicycling on major roadway (expressway, arterial, or collector)	47% (43)		95% (18)	78% (25)
2. Unmarked pedestrian crossing	17% (15)			47% (15)
3. Speed-related conflict	15% (14)	15% (6)	21% (4)	13% (4)
4. Left turn at signalized intersection	12% (11)	10% (4)		23% (7)
5. 60+ year old pedestrians at intersection	12% (11)			34% (11)
6. Influence of drugs or alcohol	11% (10)	20% (8)	5% (1)	3% (1)
7. Midblock bicycle conflict	10% (9)		47% (9)	
8. Conflicting through movement at intersection	8% (7)	10% (4)	16% (3)	
9. Children walking or biking near school	8% (7)		21% (4)	9% (3)
10. Red light violation at signalized intersection	6% (5)	5% (2)	5% (1)	6% (2)

Note: Because an individual collision may be categorized under multiple profiles, the values in the table do not sum to 100%. Cells without a percentage KSI represent profiles where zero KSI collisions occurred for a given mode.

PROFILE 1

WALKING OR BICYCLING ON MAJOR ROADWAY (EXPRESSWAY, ARTERIAL, OR COLLECTOR)

FACTORS



» Pedestrian or bicycle collision



» Collision occurred on an
expressway, arterial, or collector

STATS

43

KSI Collisions

» Accounts for **47%** of all
KSI collisions

ADDITIONAL NOTES

» **14** of the **43** KSI
profile collisions (**33%**)
occurred on **El Camino
Real**

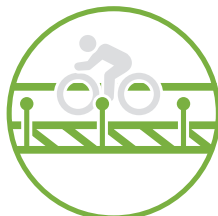
Key Countermeasures



Adaptive Pedestrian Signal System



Pedestrian Refuge Island and
Median



Protected Bikeway



Protected Turns



Roadway and Intersection Safety Lighting

Killed/Severe Injury (KSI) Collision

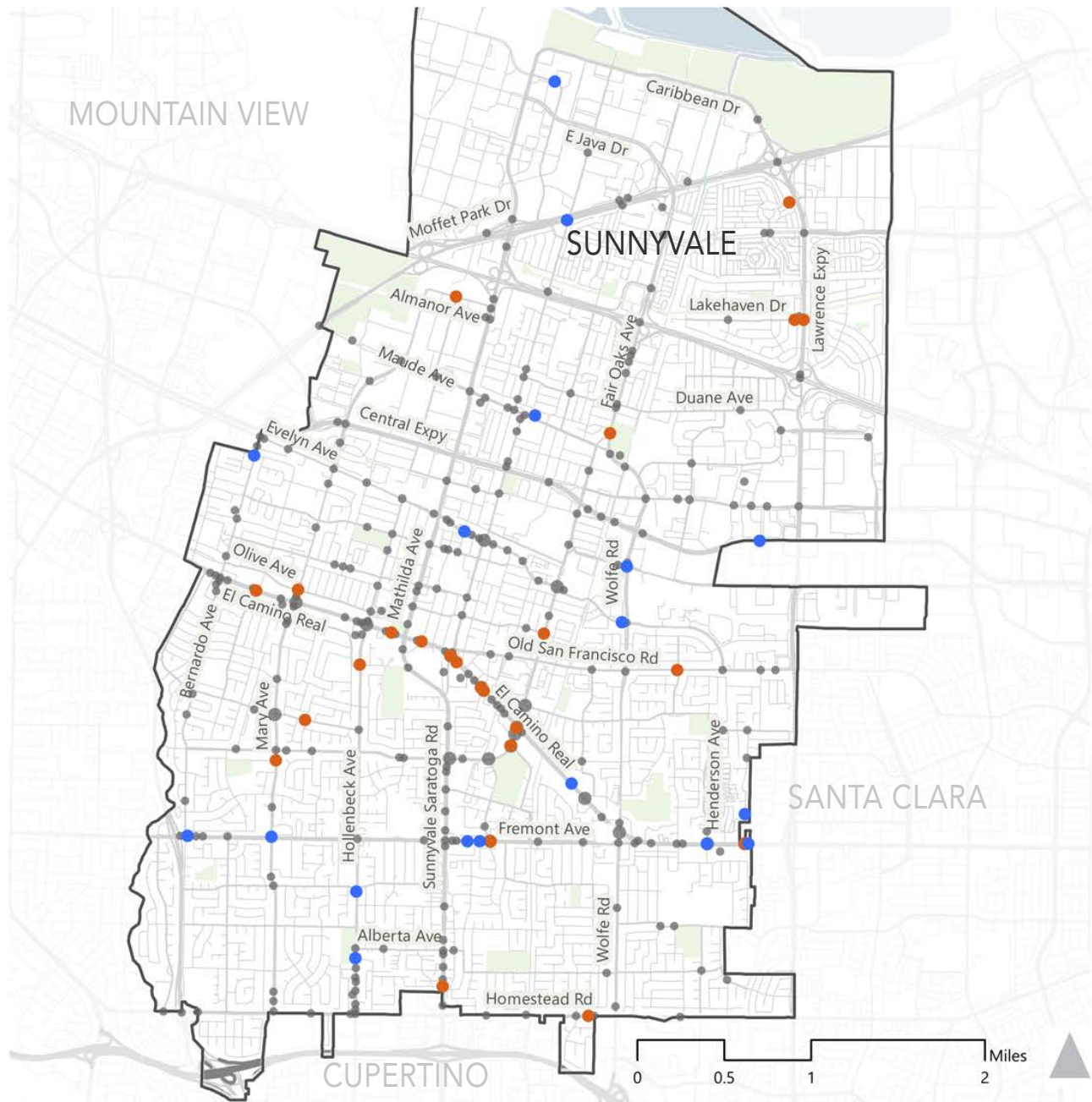
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

☐ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 1: WALKING OR BICYCLING ON MAJOR ROADWAY (EXPRESSWAY, ARTERIAL, OR COLLECTOR)

PROFILE 2

UNMARKED PEDESTRIAN CROSSING

FACTORS



» Pedestrian collision



» No marked crosswalk



» Collision occurred at either mid-block or intersection location

STATS

15

KSI Collisions

» Accounts for **17%** of all KSI collisions

Key Countermeasures



Pedestrian Hybrid Beacon



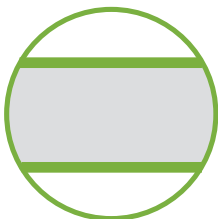
Pedestrian-Activated Crosswalk Warning Beacon



Bulb Outs and Curb Extensions



High Visibility Crosswalks with Advance Stop or Yield Line



Marked Crossings

Killed/Severe Injury (KSI) Collision

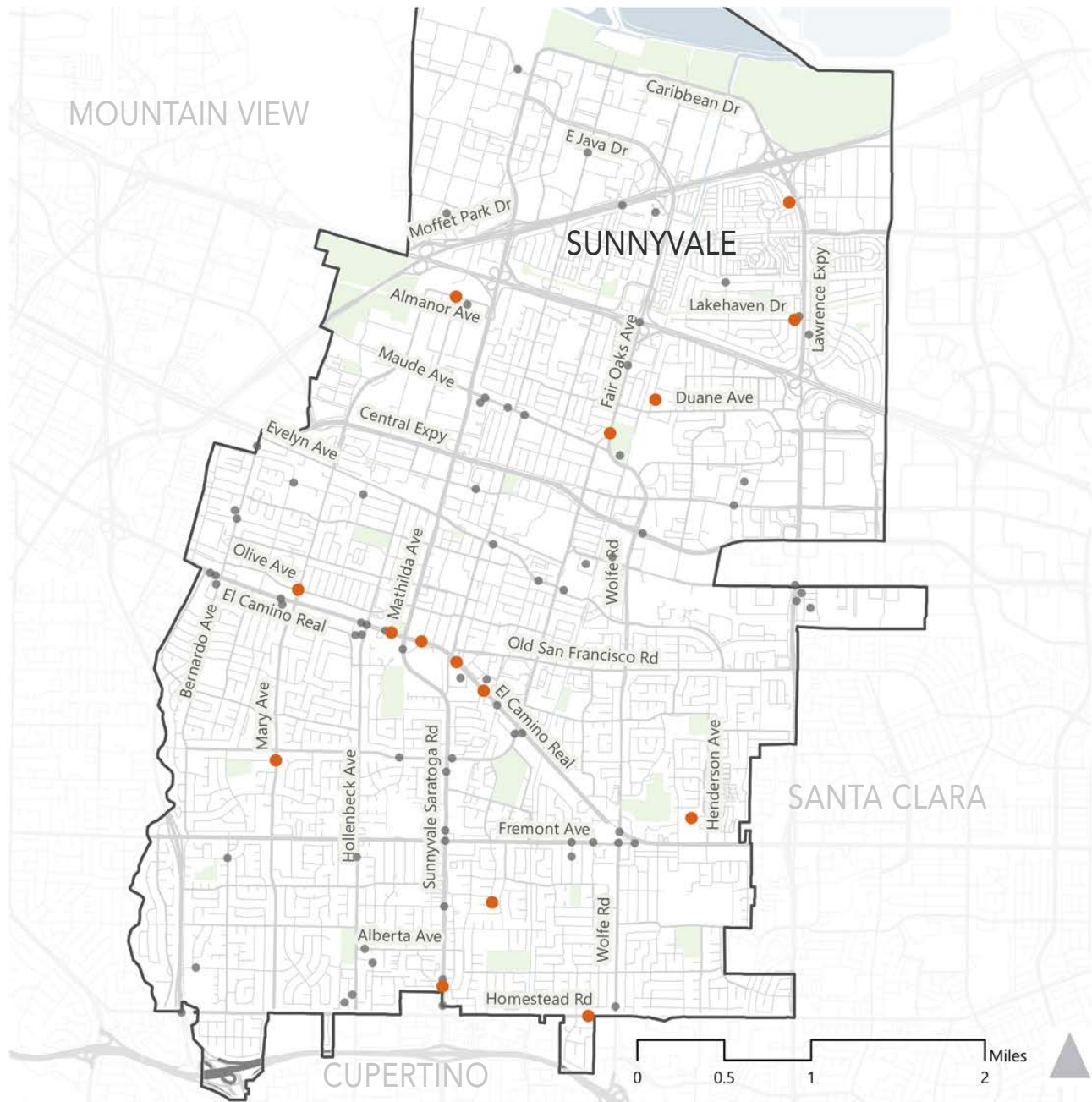
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

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Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 2: UNMARKED PEDESTRIAN CROSSING

PROFILE 3

SPEED-RELATED CONFLICT

FACTORS



» Unsafe speed

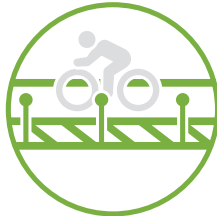
STATS

14

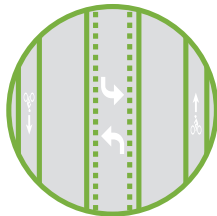
KSI Collisions

» Accounts for **15%** of all KSI collisions

Key Countermeasures



Protected Bikeway



Lane Reduction



Vehicle Speed Feedback Sign



Speed Hump, Speed Table,
and Raised Crosswalk



Reduced Speed School Zone

Killed/Severe Injury (KSI) Collision

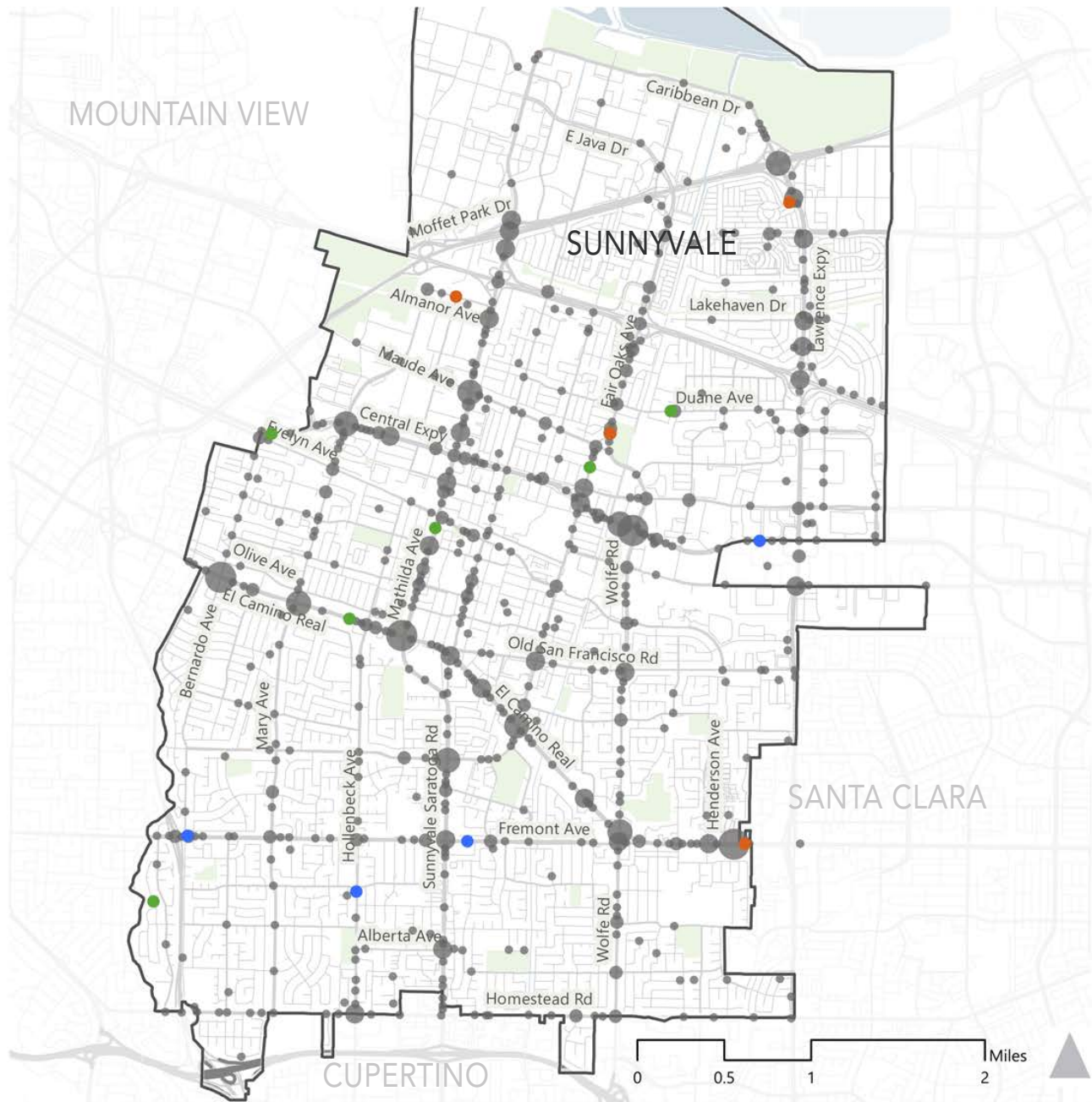
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

- 1 - 3
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- 31 - 39

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Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 3: SPEED-RELATED CONFLICT

PROFILE 4

LEFT TURN AT SIGNALIZED INTERSECTION

FACTORS



» Vehicle preceding movement is left turn or U-turn



» Collision occurred at a signalized intersection

STATS

11

KSI Collisions

» Accounts for **12%** of all KSI collisions

Key Countermeasures



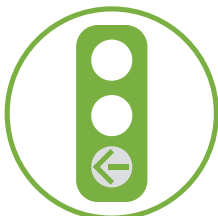
Leading Pedestrian Interval



Bulb Outs and Curb Extensions



Signal Timing and Phasing Improvements



Protected Turn



Turn Restriction

Killed/Severe Injury (KSI) Collision

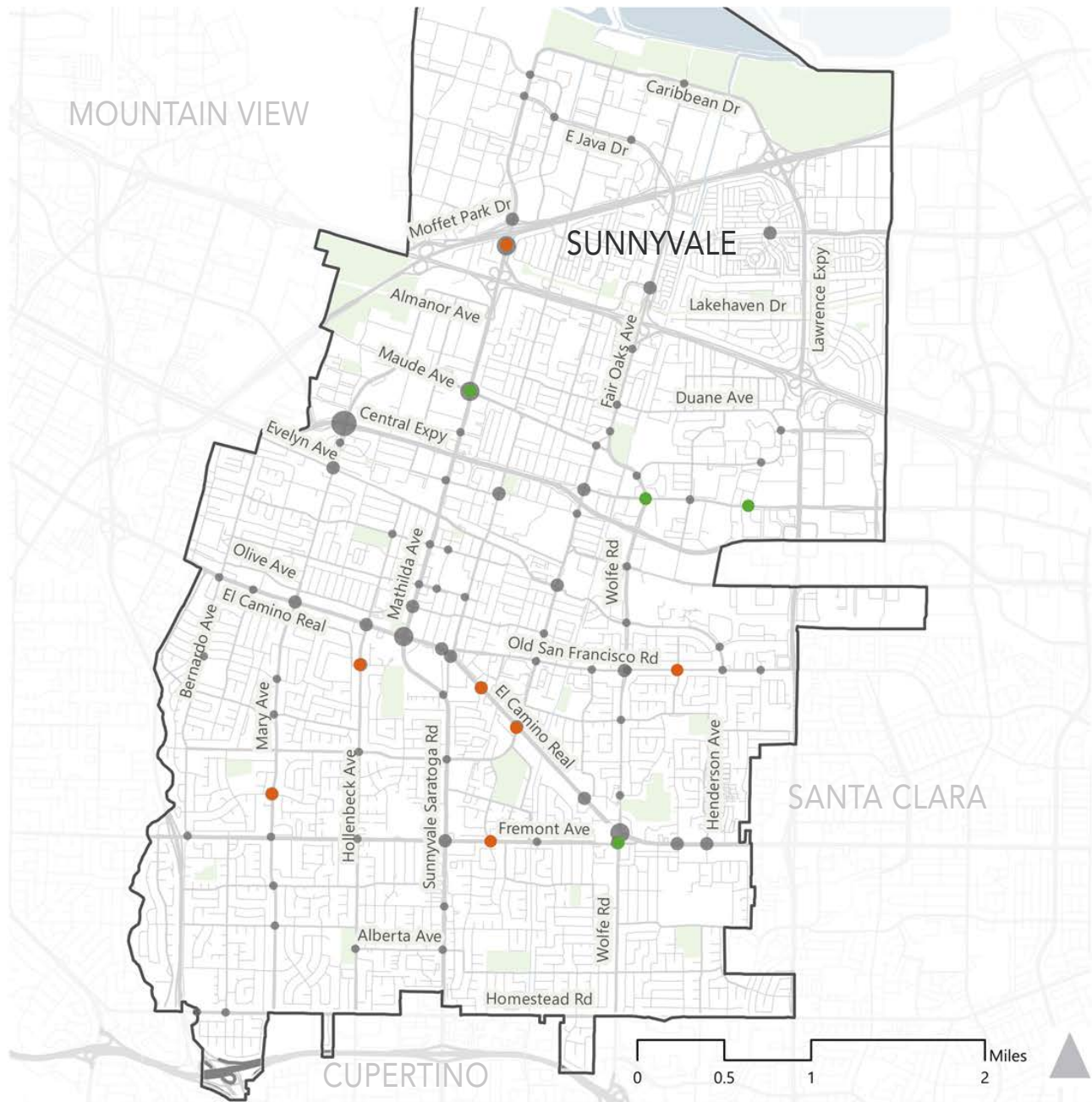
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

- 1 - 3
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- 19 - 30
- 31 - 39

☐ Sunnyvale City Limits

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Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 4: LEFT TURN AT SIGNALIZED INTERSECTION

PROFILE 5

60+ YEAR OLD PEDESTRIANS AT INTERSECTION

FACTORS



» Pedestrian collision



» Pedestrian is 60 years old or older



» Collision occurred at an intersection

STATS

11

KSI Collisions

» Accounts for **12%** of all KSI collisions

Key Countermeasures



Protected Turn



Leading Pedestrian Interval



Bulb Outs and Curb Extensions



Pedestrian Refuge Island and Median



Adaptive Pedestrian Signal System

Killed/Severe Injury (KSI) Collision

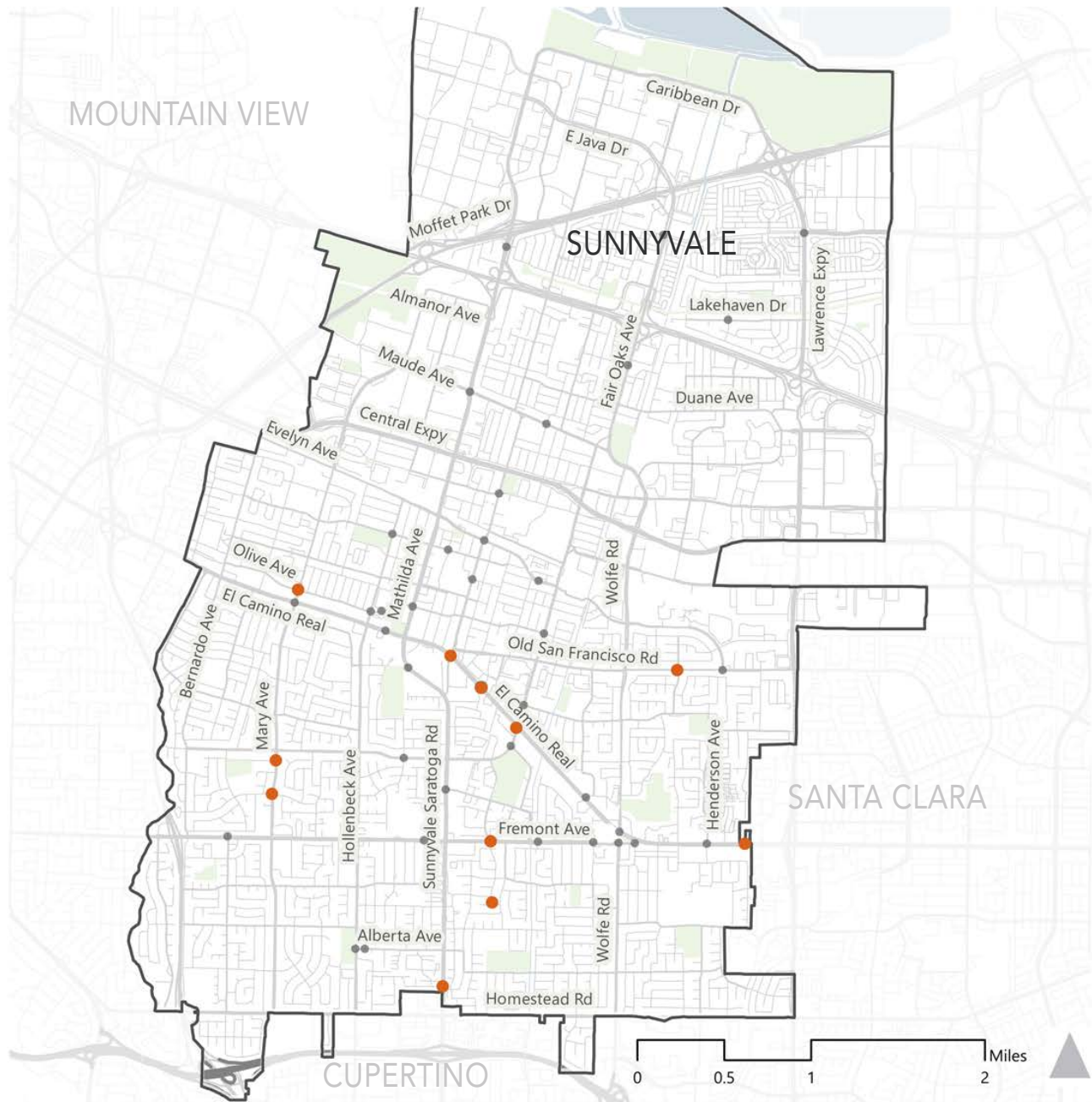
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

☐ Sunnyvale City Limits

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Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 5: 60+ YEAR OLD PEDESTRIAN AT INTERSECTION

PROFILE 6

INFLUENCE OF DRUGS OR ALCOHOL

FACTORS



» At least one party was under the influence of drugs or alcohol

STATS

10

KSI Collisions

» Accounts for **11%** of all KSI collisions

ADDITIONAL NOTES

» All **10** KSI collisions in this profile involved a driver (as opposed to a pedestrian or bicyclist) under the influence

Key Countermeasures



Education



Enforcement



Vehicle Speed Feedback Sign



Speed Hump, Speed Table, and Raised Crosswalk

Killed/Severe Injury (KSI) Collision

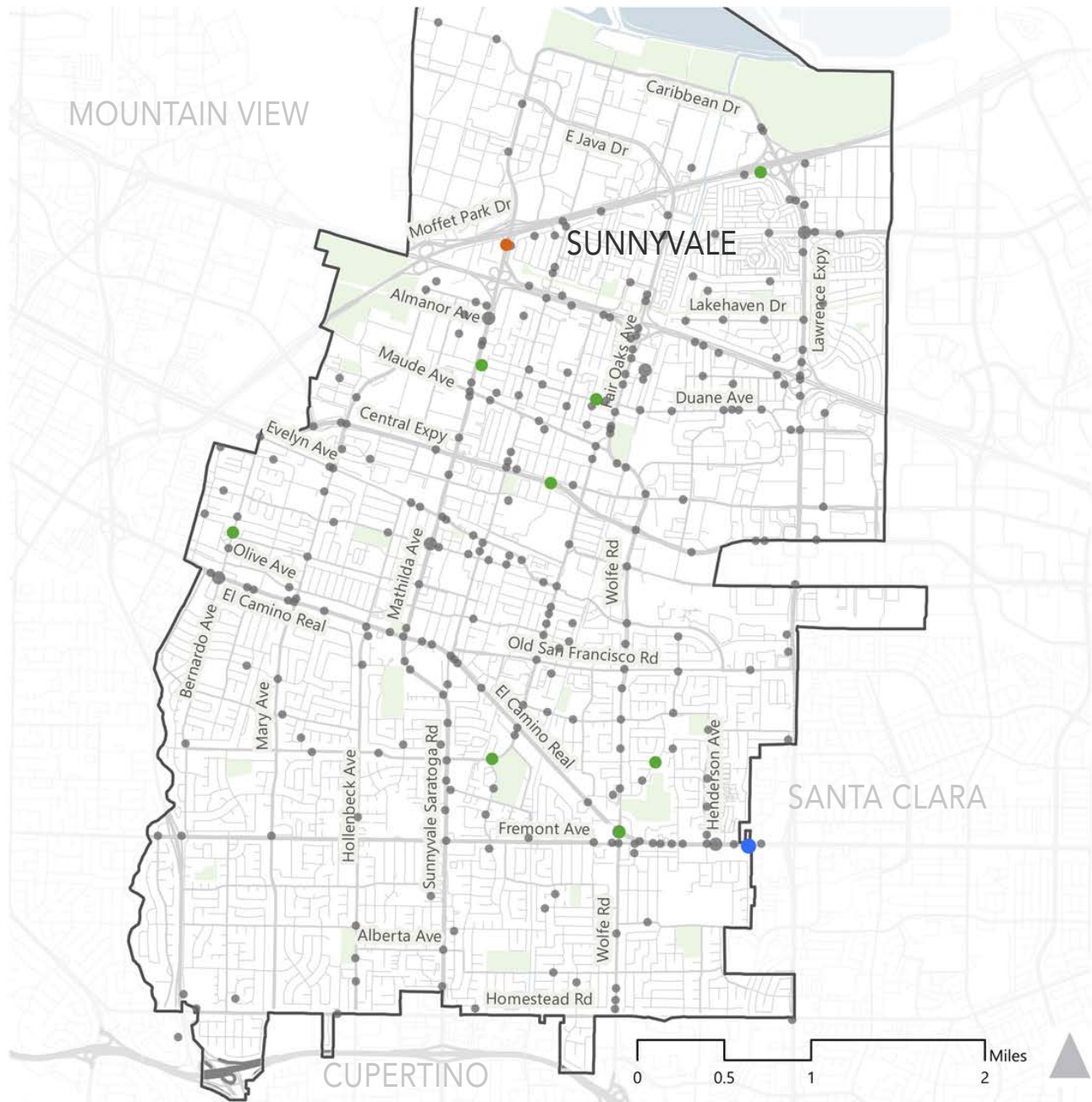
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

☐ Sunnyvale City Limits

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Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 6: INFLUENCE OF DRUGS OR ALCOHOL

PROFILE 7

MIDBLOCK BICYCLE CONFLICT

FACTORS



» Bicycle collision



» Collision occurred on a bicycle segment (not at an intersection)

STATS

9

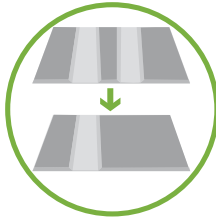
KSI Collisions

» Accounts for **10%** of all KSI collisions

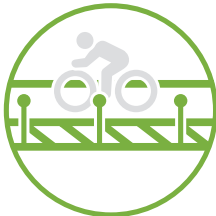
ADDITIONAL NOTES

» **2** KSI collisions involved a driver making a midblock turn (e.g. at a driveway)

Key Countermeasures



Consolidated Driveways



Protected Bikeway



Shared-Use Trail and Bicycle Path



Buffered Bike Lane



Green pavement

Killed/Severe Injury (KSI) Collision

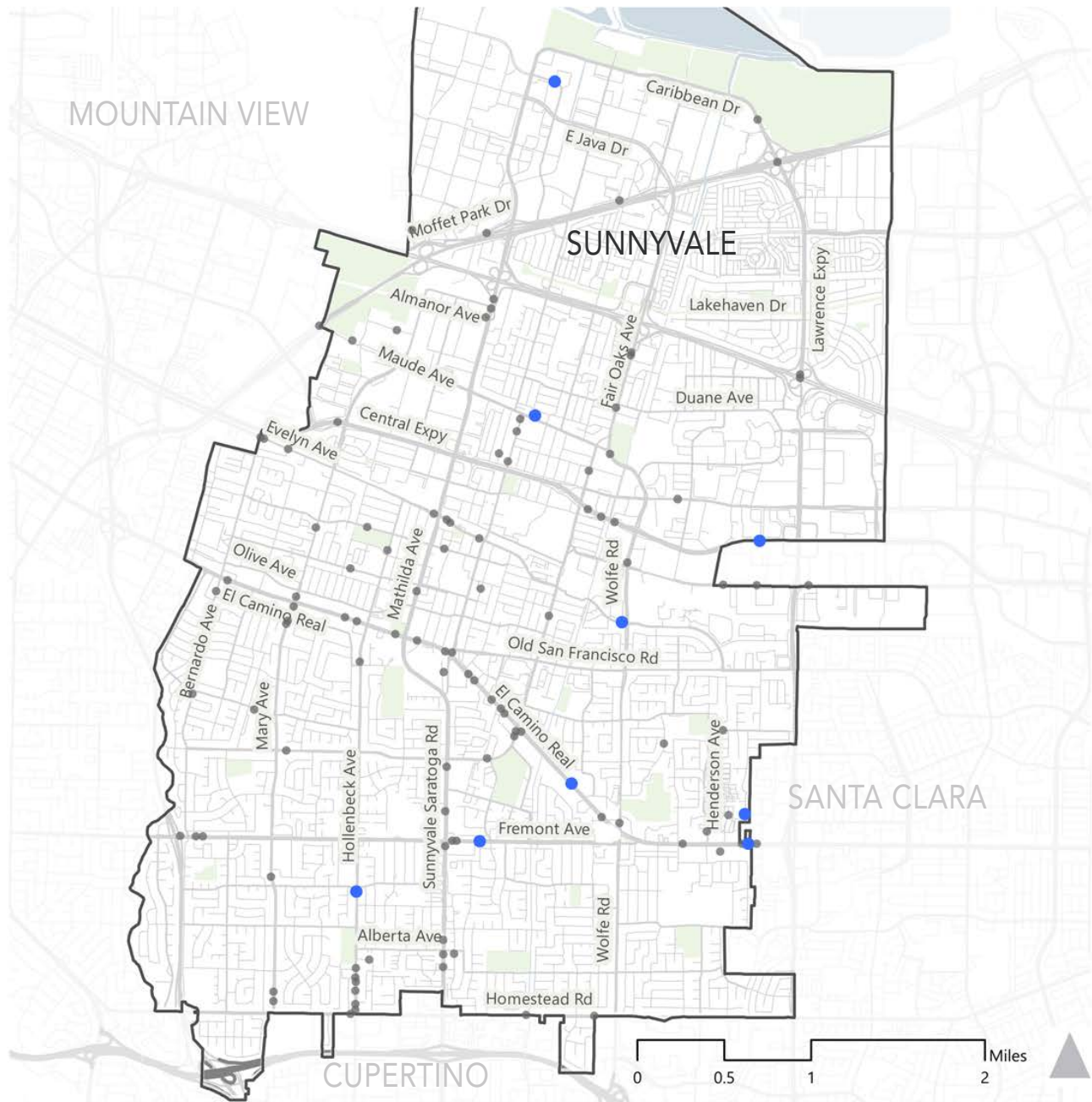
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

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☐ Sunnyvale City Limits

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Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 7: MIDBLOCK BICYCLE CONFLICT

PROFILE 8

CONFLICTING THROUGH MOVEMENT AT INTERSECTION

FACTORS



» Vehicle or bicycle collision



» Collision occurred at an intersection



» At least one party was proceeding straight



» The collision type was broadside or sideswipe

STATS

7

KSI Collisions

» Accounts for **8%** of all KSI collisions

Key Countermeasures



Signal Timing and Phasing Improvements



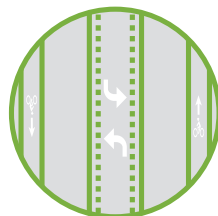
Bike Intersection Markings



Modified Intersection Stop-Control



Parking Restriction at Intersections



Lane Reduction

Killed/Severe Injury (KSI) Collision

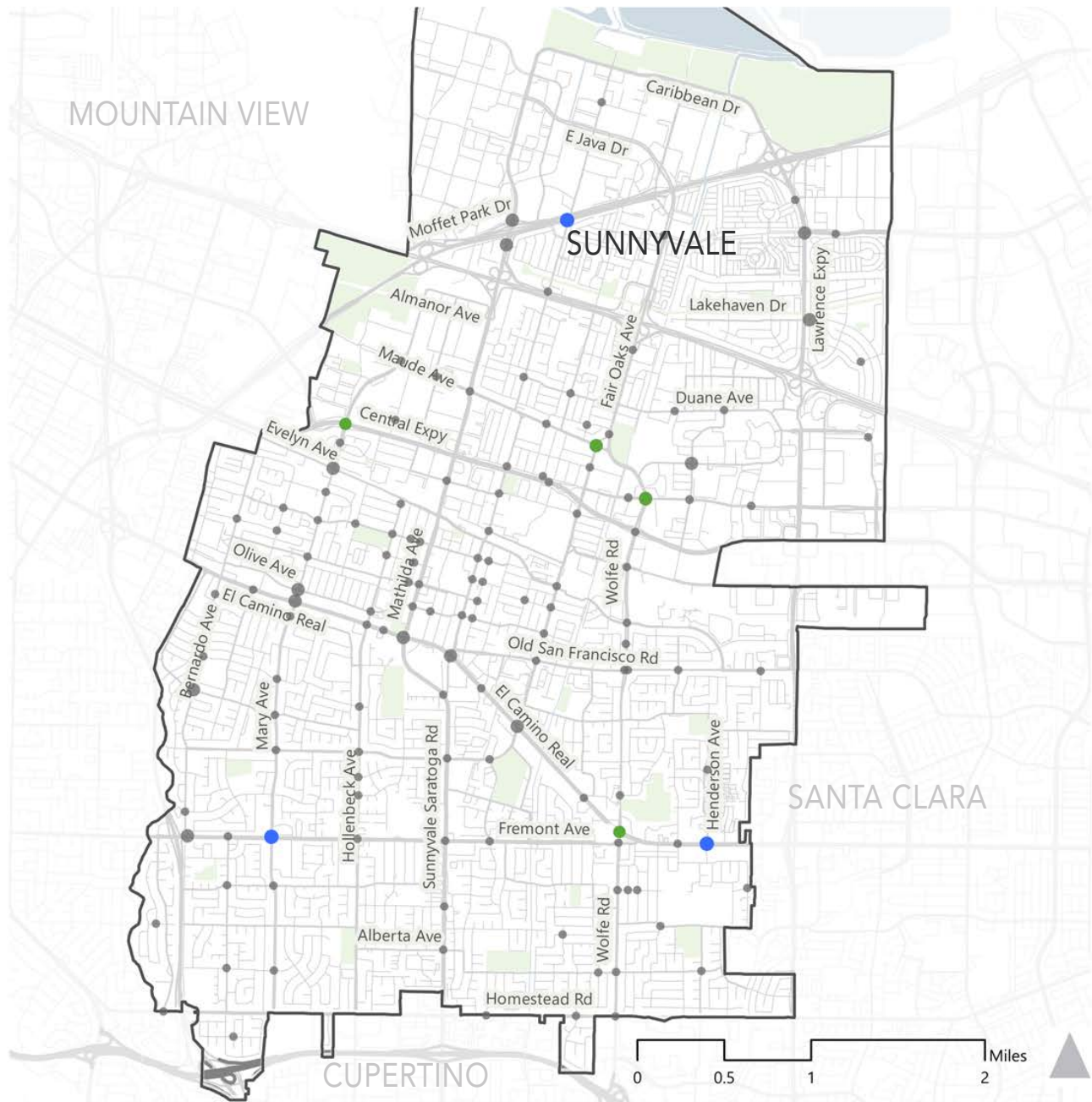
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

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☐ Sunnyvale City Limits

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Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 8: CONFLICTING THROUGH MOVEMENT AT INTERSECTION

PROFILE 9

CHILDREN WALKING OR BIKING NEAR SCHOOL

FACTORS



» Pedestrian or bicycle collision



» The bicyclist or pedestrian was 18 years old or younger



» The collision occurred within a half mile of a school

STATS

7

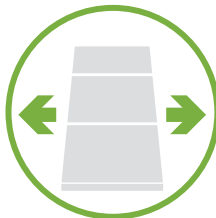
KSI Collisions

» Accounts for **8%** of all KSI collisions

Key Countermeasures



Pedestrian Countdown Signal Head



Sidewalk to Close Gaps



Shared-Use Trail and Bicycle Path



High Visibility Crosswalk with Advance Stop or Yield Sign



Reduced Speed School Zone

Killed/Severe Injury (KSI) Collision

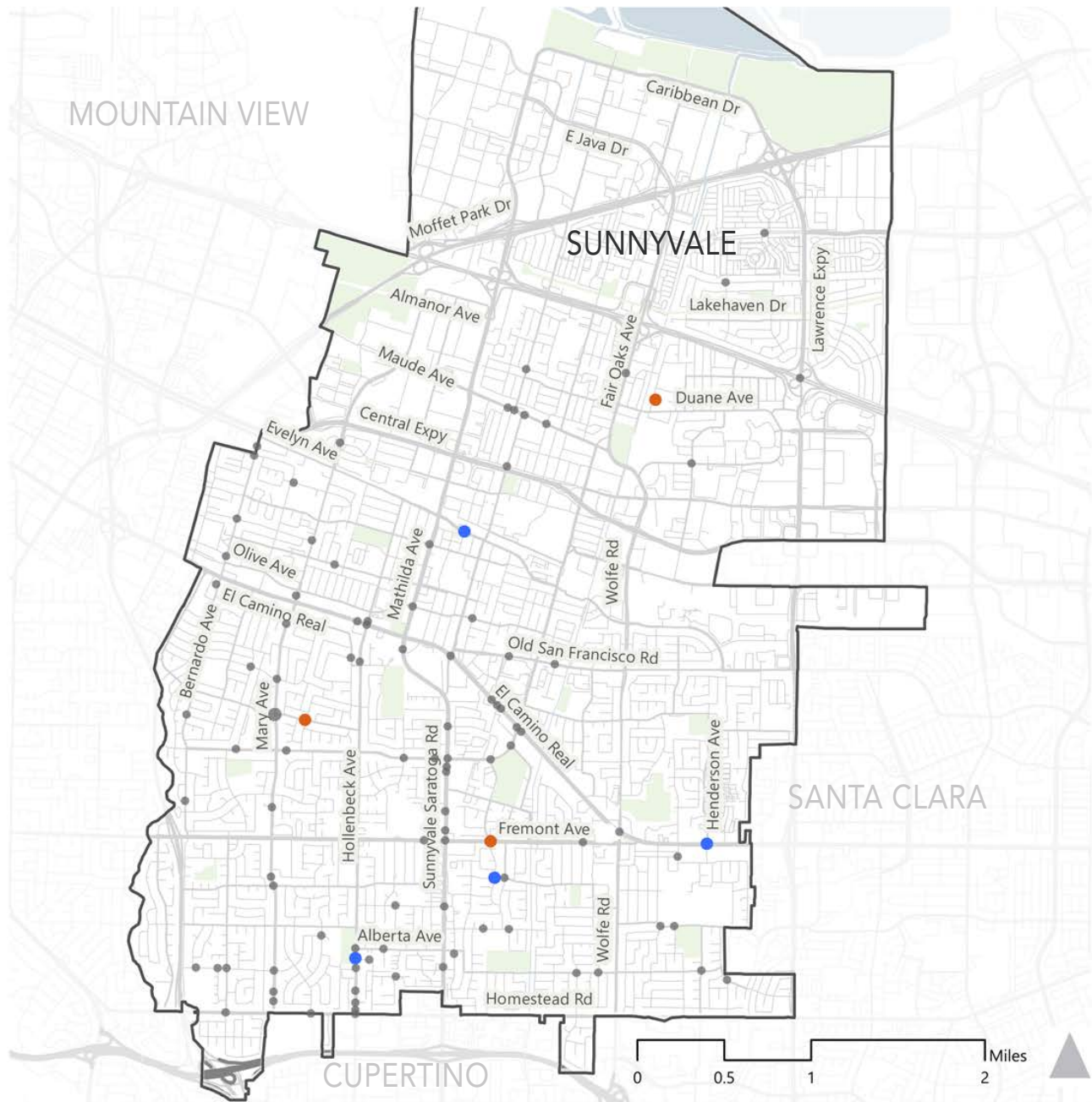
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

☐ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 9: CHILDREN WALKING OR BIKING NEAR SCHOOL

PROFILE 10

RED LIGHT VIOLATION AT SIGNALIZED INTERSECTION

FACTORS



» Contributing factor to the collision was a “traffic signals and signs violation”



» Collision occurred at a signalized intersection

STATS

5

KSI Collisions

» Accounts for **6%** of all KSI collisions

Key Countermeasures



Advanced Dilemma-Zone Detection



Signal Timing and Phasing Improvements



Education



Enforcement

Killed/Severe Injury (KSI) Collision

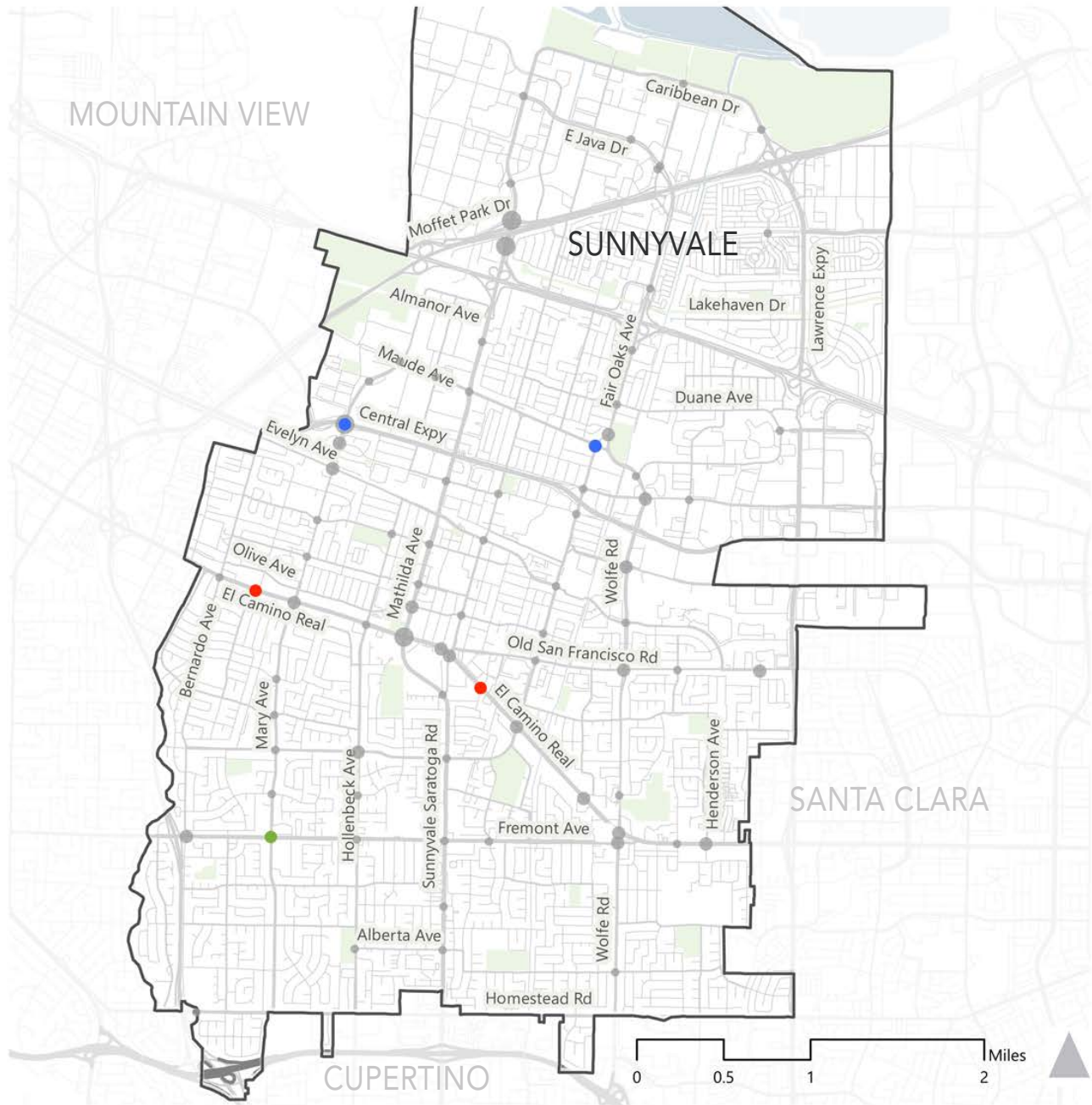
- KSI Vehicle Collisions
- KSI Bicycle Collisions
- KSI Pedestrian Collisions

Non-KSI Collision

- 1 - 3
- 4 - 9
- 10 - 18
- 19 - 30
- 31 - 39

□ Sunnyvale City Limits

Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans (lighting and enforcement overseen by City of Sunnyvale).



Source: City of Sunnyvale Crossroads Data, 2012-2016

PROFILE 10: RED LIGHT VIOLATION AT SIGNALIZED INTERSECTION

ACTION PLAN

With the strong foundation of its Vision Zero building blocks and collision profiles, the City of Sunnyvale is ready to continue progress towards eliminating fatalities and serious injuries. The City will work to meet this goal through targeted investments at ten priority project locations and a set of actions to implement immediately and over the coming years.

Priority Project Locations

The City is focused on ten priority project locations. These are key locations on the HIN with a history of high collision densities and a high level of public feedback on perceived issues and safety concerns.

The technical appendix includes project location descriptions for the ten priority project locations and conceptual layouts for three selected projects. The three selected projects were chosen as representative examples for further development as conceptual layouts. They represent an array of discrete contexts, typologies, and challenges. The conceptual layouts do not represent proposed improvements at specific locations, but rather allow stakeholders and residents to visualize potential real-life applications of various countermeasures and treatments in familiar contexts. These were utilized to conduct walking tours along the three selected priority project corridors to collect feedback from participants about the potential improvements. Based on the comments received, the drawings were refined to produce the final conceptual layouts. The resulting conceptual layouts depict treatments that could be applied at a variety of locations throughout the City based on the outcome of further evaluation, engineering analysis, and design development.

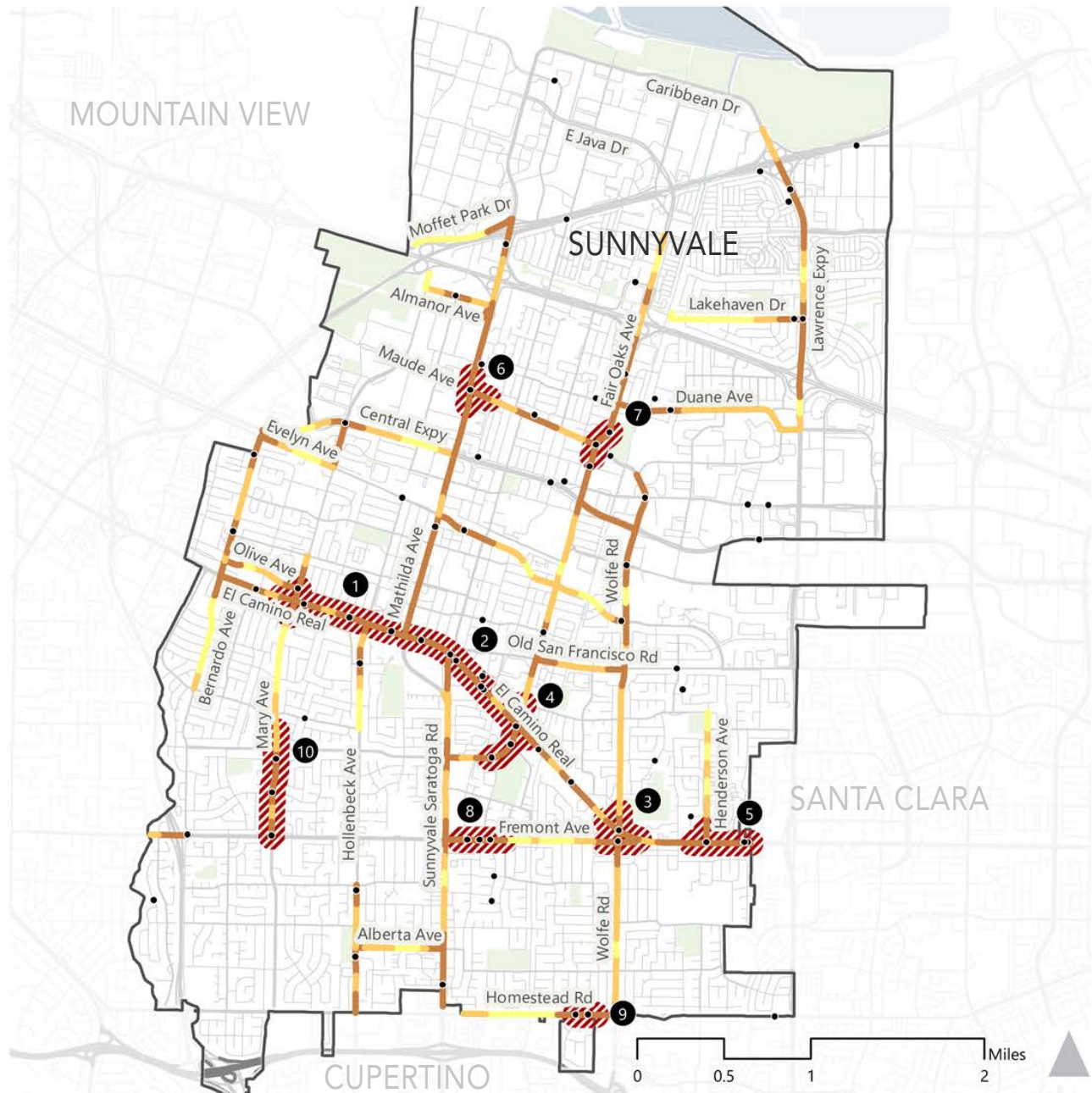
PRIORITY PROJECT LOCATIONS

El Camino Real between S. Mary Avenue and S. Mathilda Avenue
El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue
El Camino Real, E. Fremont Avenue, and S. Wolfe Road (intersection)
Remington Drive/Fair Oaks Avenue between Iris Avenue and Manet Drive
El Camino Real between Henderson Avenue and Helen Avenue
N. Mathilda Avenue and W. Maude Avenue (intersection)
N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue
Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue
Homestead Road between Heron Avenue and Wolfe Road
Mary Avenue between Remington Drive and Fremont Avenue

Priority project locations cover **70%** of fatal collisions in the City of Sunnyvale and **20%** of severe injuries.

-  Priority Project Locations
-  KSI Collisions
-  Sunnyvale City Limits
-  Low
-  Moderate
-  High
-  # High Collision Location Ranking

* HIN Collision Densities calculated based on KSI-weighted collision concentrations over five most recent years of available data (2012-2016). High/moderate/low density determined based on density score percentiles: high=top 20th percentile; moderate=50th-20th percentile; low density=below 50th percentile.



Note: Central Expressway and Lawrence Expressway are managed by the County; El Camino Real is managed by Caltrans.

PRIORITY PROJECT LOCATIONS

Implementable Actions

Vision Zero implementation will involve a committed team of City departments, the local community, and partner organizations. The project team has identified a set of key actions to serve as a roadmap towards Vision Zero. Each action is assigned a timeframe and a metric to measure progress. Short-term actions could be

implemented within 2 years; medium-term actions could be completed within 2 to 5 years; and long-term actions could be implemented within 5 to 10 years.

Meeting the City's Vision Zero goal requires immediate action, yet it allows for feasible implementation with incremental improvements

over the years. The actions in this plan should be evaluated and refined on an on-going basis, and their successful implementation depends upon funding availability.

The Implementable Actions are organized into four action areas:



Vision Zero Program Initiatives and Evaluation



Street Design and Operation



Behavioral Change



Vulnerable Road Users

FUNDING AND IMPLEMENTATION – There are many ways the City can fund and implement the actions included below. For example, safety improvements may be implemented through integration into pavement management programs, other transportation capital projects, and new development projects. To fund dedicated safety projects, the City may seek state or regional funding through Caltrans and MTC Active Transportation Programs, the Caltrans Highway Safety Improvement Program, the One Bay Area Grant Program, and Transportation Development Act Article 3 (TDA3) Local Transportation Fund.





VISION ZERO PROGRAM INITIATIVES AND EVALUATION

The Sunnyvale Vision Zero program will begin by establishing a framework for the City's approach to achieve its Vision Zero goal. Program initiatives include Vision Zero promotion, integration of Vision Zero into other planning efforts, and improved Vision Zero data collection and program evaluation.

SAFETY STRATEGY			TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES
Vision Zero Program Initiation						
A.1	Vision Zero Task Force	Convene an interdisciplinary Vision Zero Task Force to oversee plan implementation and coordinate projects and programs across City departments.	Short-Term	Task Force established and regular meetings held	Department of Public Works, Community Development Department, School Districts, Department of Public Safety	Low
A.2	Dedicated Funding	Identify a permanent, dedicated funding source for Vision Zero implementation and coordination.	Short-Term	Amount of funding available for Vision Zero	City Council, City Manager's Office, Department of Public Works	Medium to High
A.3	Media Workshop	Develop a workshop for Communications Department on how best to communicate traffic collisions and roadway safety concepts.	Short-Term	Number of media professionals participating	City Manager's Office	Low
Promotion and Integration						
A.4	Public Meetings	Put Vision Zero on the agenda of the City's public, community group, and stakeholder meetings in 2019.	Short-Term	Number of meetings with Vision Zero on agenda	City Council, Neighborhood Associations, Department of Public Works, City Manager's Office - Communications	Low
A.5	Online Collision Map	Launch online, interactive collision data map and website.	Medium-Term	Number of website visitors	Information Technology Department, City Manager's Office - Communications, Department of Public Works, Department of Public Safety	Medium

SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
A.6	Future Plans	Incorporate Vision Zero safety principles into future City plans and design documents.	Ongoing	Number of plans and policies incorporating Vision Zero	Community Development Department, Department of Public Works	Low
Data Collection & Program Evaluation						
A.7	Progress Monitoring	Publish an annual report to measure progress against the goals of the Sunnyvale Vision Zero Plan and present progress biennially to City Council during the Strategic Planning Session meeting.	Medium-Term	Annual report and biennial presentation to City Council addressing plan metrics and performance measures	Department of Public Works, Department of Public Safety	Medium
A.8	Collision Report Training	Provide training for Department of Public Safety to improve collision data reporting, and preserve collision details and site evidence.	Long-Term	Number of Department of Public Safety officers trained	Department of Public Safety	Low
A.9	Data Completeness	Improve data collection on speed, impairment, cell phone use, and distraction for KSI collisions.	Medium-Term	Proportion of collision records including this information	Department of Public Safety	Low
A.10	Bicycle and Pedestrian Count Data	Establish regular pedestrian and bicyclist counts at consistent locations.	Medium-Term	Number of counts conducted	Department of Public Works	Medium



STREET DESIGN AND OPERATION

Sunnyvale Vision Zero prioritizes high-quality improvements on the HIN as the most targeted way to reach the goal of zero traffic fatalities and serious injuries. In addition to these improvements, the City will address street design through improved signal operations and design review procedures. Street improvements will comply with compatible Citywide Design Guidelines (2013).

SAFETY STRATEGY			TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES
High Injury Network Infrastructure						
B.1	Priority Locations	Develop designs and secure grant funding for ten priority project locations identified in plan, with a focus on roadway designs to improve safety.	Medium-Term	Number of projects funded	Department of Public Works	High
B.2	Prioritized Project List	Develop prioritized list of additional safety projects.	Medium-Term	Prioritized safety project list	Department of Public Works	Medium
B.3	Low-Cost Improvements	Install one low-cost safety improvement per year, including new road markings, signs, and minor signal modifications.	Medium-Term	Number of locations receiving improvements	Department of Public Works	Medium
B.4	Stakeholder Engagement	Convene local stakeholders near high-collision corridors for input on project design.	Medium-Term	Number of meetings	Department of Public Works, Department of Public Safety, School Districts	Low
Operations and Technology						
B.5	Signal Timing Updates	Update signal timing plans to improve safety for all modes (e.g. all red time, pedestrian crossing times).	Ongoing	Proportion of signals meeting updated policy	Department of Public Works	Medium

SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
B.6	Intelligent Transportation Systems (ITS)	Seek opportunities to deploy ITS technologies, such as speed monitoring, traffic management systems, adaptive pedestrian signal systems, and dilemma zone detection.	Long-Term	Adoption of ITS technologies to improve traffic safety	Department of Public Works	High
Policies & Design						
B.7	Design Standards	Apply established and approved design standards for design of transportation facilities, as per State guidelines and Municipal Code.	Short-Term	Proportion of projects meeting existing design standards	Department of Public Works	Low
B.8	Design Review	Establish internal process for Vision Zero countermeasures to be evaluated and implemented, where feasible, on projects on the HIN.	Medium-Term	Proportion of public and private projects incorporating Vision Zero elements	Community Development Department, Department of Public Works	Low
B.9	Complete Streets	When identifying safety improvements, consider all road users and how countermeasures follow the City's Complete Streets Policy.	Ongoing	Proportion of projects with improvements benefiting two or more modes	Department of Public Works	Low



BEHAVIORAL CHANGE

Sunnyvale Vision Zero encourages safe travel behaviors through actions related to outreach and education, enforcement, and providing alternatives to driving, particularly during holidays, special events, and late evenings. This acknowledges the shared responsibility to make safe decisions and create a culture of safety.

SAFETY STRATEGY			TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES
Education and Outreach						
C.1	Education Campaign	Launch high-visibility education campaigns against speeding, distracted driving, impaired driving, and other high-risk behaviors. Campaigns will focus on HIN corridors.	Medium-Term	Number of people reached	City Manager's Office, Department of Public Safety, School Districts	High
C.2	Speed Feedback Signs	Increase the use of speed feedback signs to discourage speeding.	Medium-Term	Number of signs installed	Department of Public Works, Department of Public Safety	Medium
C.3	Targeted Outreach	Deter impaired driving by targeting education and outreach at or near alcohol-serving establishments.	Medium-Term	Number of establishments reached	City Manager's Office, Department of Public Safety	Medium
Enforcement						
C.4	Police Academy	Integrate Vision Zero policies into Police Academy curriculum and in-service Public Safety Officer training.	Long-Term	Number of officers trained on Vision Zero	Department of Public Safety	Low

SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
Providing Alternatives to Driving						
C.5	Subsidized Transit	Explore opportunities to expand free or subsidized transit fares during holidays and for special events.	Medium-Term	Number of people using free or subsidized fares	VTA	Medium
C.6	Late-Night Options	Develop public promotional campaign to encourage late-night transit, taxi, rideshare, and other services to provide alternatives to impaired driving.	Long-Term	Number of promotional activities	City Manager's Office, VTA, Rideshare Providers	Medium
C.7	Curbside Management	Develop curbside management policies to encourage and enable passenger loading.	Medium-Term	Adoption of City policy	Community Development Department, Department of Public Works	Medium



VULNERABLE ROAD USERS

Sunnyvale Vision Zero strategies recognize that younger and older people, people biking and people walking are more vulnerable to serious traffic injuries and fatalities by accounting for different levels of reaction time and agility.

SAFETY STRATEGY			TIMELINE	PROGRESS MEASURES	KEY PARTNERS	CITY RESOURCES
Bicyclists and Pedestrians						
D.1	Bicycle Network	Continue building and improving the bicycle network consistent with the Sunnyvale Bicycle Plan and Santa Clara Countywide Bike Plan.	Ongoing	Lane miles of low-stress bicycle facilities installed	Department of Public Works, VTA, Silicon Valley Bicycle Coalition	High
D.2	Countdown Timers	Install pedestrian countdown timers at every signalized crossing location.	Medium-Term	Proportion of crossings with countdown timers	Department of Public Works	Medium
D.3	Pedestrian Crossings	Install or upgrade pedestrian crossing treatments on the HIN.	Medium-Term	Number of upgraded crossings	Department of Public Works	High
D.4	Turning Vehicles	Complete projects that improve bicycle and pedestrian safety related to turning vehicles at intersections.	Long-Term	Number of projects implemented	Department of Public Works, Silicon Valley Bicycle Coalition	High

SAFETY STRATEGY (CONT.)			TIMELINE (CONT.)	PROGRESS MEASURES (CONT.)	KEY PARTNERS (CONT.)	CITY RESOURCES (CONT.)
Children and Seniors						
D.5	School Safety Zones	Implement reduced speed limits (15 miles per hour) on the streets adjacent to schools	Medium-Term	Number of schools with a school safety zone	Department of Public Works, Department of Public Safety	Low
D.6	High-Visibility Crosswalks	Install high-visibility crosswalks near schools.	Medium-Term	Number of crosswalks near schools that are "high visibility"	Department of Public Works	Medium
D.7	Seniors Awareness	Develop education campaign aimed at drivers to increase safety for pedestrians age 60+.	Medium-Term	Number of people reached	City Manager's Office, AARP, Library and Community Services, Senior Center	Medium
D.8	Traffic Education for Safe Routes to School	Host traffic safety classes for students and parents.	Medium-Term	Number of people reached	School Districts, Department of Public Safety	Medium
D.9	Traffic Education for Seniors	Host traffic safety classes for pedestrians over 60.	Medium-Term	Number of people reached	AARP, Department of Public Safety, Library and Community Services, Senior Center	Medium

TRANSPORTATION TECHNOLOGY – Technology is rapidly changing the transportation industry. Advances in vehicle-to-vehicle and vehicle-to-infrastructure communication, vehicle autonomy, and crash protection features like pedestrian detection and automatic braking present a potential opportunity to reduce traffic fatalities and serious injuries by helping people operate vehicles more safely. Data analytics provides cities with real-time intelligence on roadway operations and driving behavior to take action to minimize risk. The City of Sunnyvale has already investigated opportunities to integrate smart technology into its safety efforts and will continue to do so as the industry evolves.



How to Get Involved

City officials and staff need the help of the community to carry out the actions presented in this Plan and to reduce traffic fatalities and serious injuries in the City of Sunnyvale by 50 percent by 2029. Everyone has a personal responsibility to make the right choices and to spread the word about why traffic safety matters, making the City's efforts even more effective.

Take a driver education class – e.g., classes offered by your car insurance company or AARP.

Pledge to not text while walking, bicycling, or driving, and encourage your family and friends to do the same. Examples include AT&T's It Can Wait campaign and the DecidetoDrive.org program created by the American Association of Orthopedic Surgeons.

Install anti-texting-and-driving software on your cell phone.

When driving, be aware of surroundings. Obey the rules of the road, observe speed limits, and yield to pedestrians and bicyclists when turning at intersections.

When bicycling, obey the rules of the road and use lights and reflectors at night.

As a pedestrian, stay alert, stay visible to the extent possible, and do not assume that drivers see you or will yield when turning.

Visit <https://sunnyvale.ca.gov/news/topics/visionzero/> to follow the City's progress!

TECHNICAL APPENDIX

- A. Summary of Input from Public Outreach Activities
- B. Summary of Collision Trends
- C. Collision Profiles and Countermeasure Pairings
- D. Priority Project Cut Sheets (10)
- E. Priority Project Conceptual Layouts (3)





Sunnyvale **VISION ZERO** TECHNICAL APPENDIX

Approved by City Council
July 30, 2019



Photographs provided by the City
of Sunnyvale and Fehr & Peers

Design & Layout by Fehr & Peers

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TECHNICAL APPENDIX

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A. SUMMARY OF INPUT FROM PUBLIC OUTREACH ACTIVITIES





**City of Sunnyvale Vision Zero Plan
Online Survey Results Summary, November 2017**

The City of Sunnyvale posted an online survey for the Vision Zero Plan to solicit input from the community on traffic safety concerns in Sunnyvale. The survey was open in September and October 2017.

Multiple Choice Questions

A summary of results from the online survey multiple choice questions is as follows.

What is your primary mode of transportation for travel in Sunnyvale?

		Response Percent	Response Count
Personal Vehicle		82.0%	318
Carpool		0.5%	2
Bicycle		11.3%	44
Walking		2.3%	9
Public Transportation		0.5%	2
Other		3.4%	13

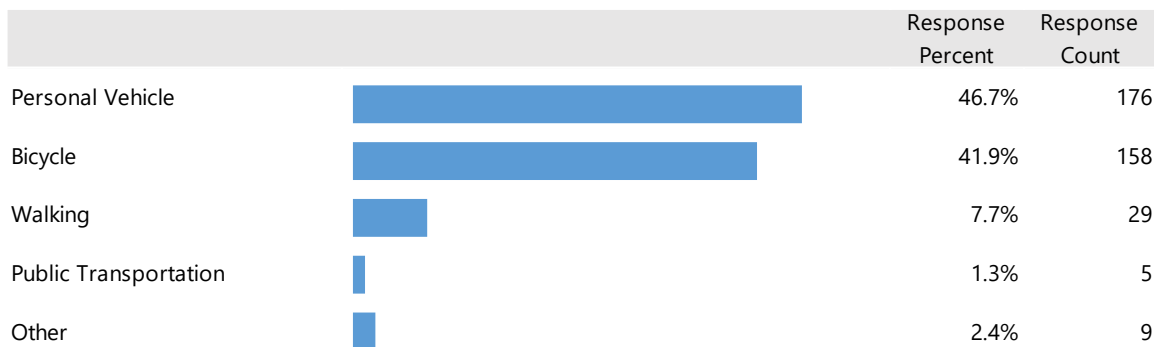
Does safety affect the mode of transportation you chose for travel in Sunnyvale?

		Response Percent	Response Count
Yes		65.9%	255
No		34.1%	132

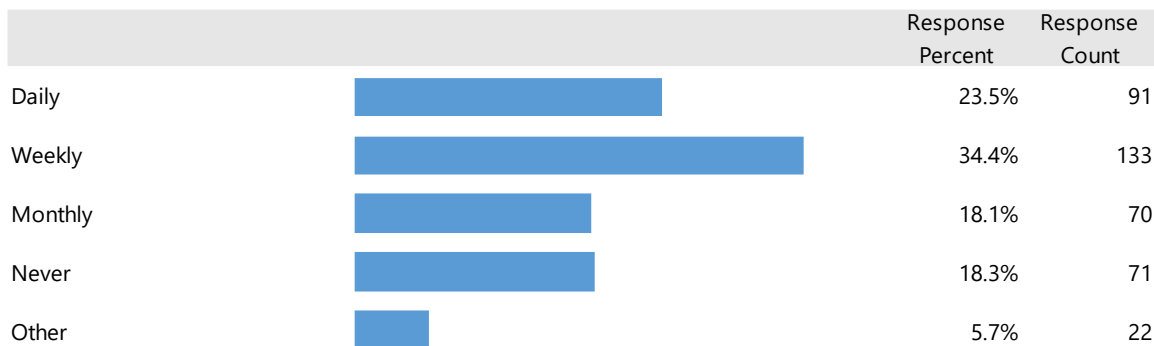
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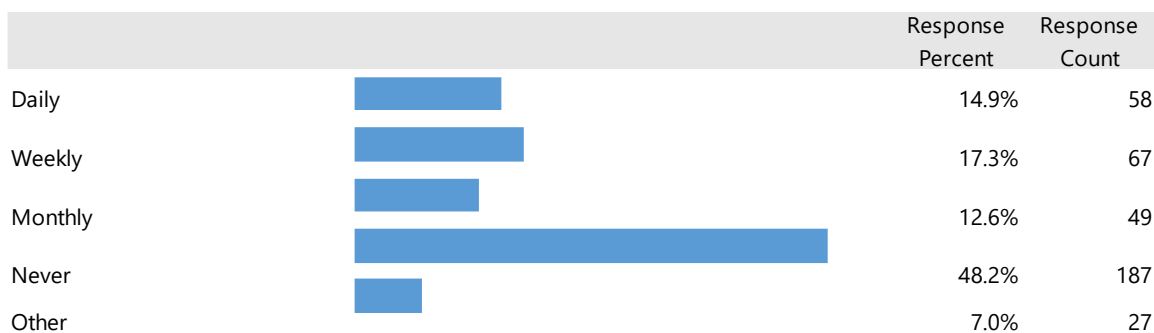
What would be your primary mode of transportation in Sunnyvale if safety were not a consideration?



How often do you travel by walking (i.e. work, school, shopping, etc.)?



How often do you travel by bicycle (i.e. work, school, shopping, etc.)?



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Who do you feel is most responsible for keeping roadways safe?

		Response Percent	Response Count
Department of Public Works		15.6%	60
Department of Public Safety		16.1%	62
All road users		59.7%	230
Other		8.6%	33

What is your top traffic safety concern in the City?

		Response Percent	Response Count
Speeding		24.0%	93
Red light runners		17.3%	67
Illegal turning		5.4%	21
Traffic congestion		20.1%	78
Pedestrians illegally crossing		0.8%	3
Bicyclists riding unsafely		3.6%	14
Other		28.9%	112

Source: Sunnyvale Vision Zero online survey. Accessed November 9, 2017; 388 responses.
(https://www.peakdemocracy.com/portals/209/Issue_5386/survey_responses)

Map Comments

The online survey map asked participants to indicate where they have noticed transportation safety issues and to include a comment describing the concern. Participants dropped 1,542 pins on the online map. Fehr & Peers classified the survey map comments into 20 categories, listed below.

- | | |
|------------------------|----------------------------|
| 1. Signal Timing Issue | 5. Sidewalk Segment Issue |
| 2. High Speeds | 6. Crosswalk Issue |
| 3. High Volumes | 7. Intersection Issue |
| 4. Road Segment Issue | 8. Turning / Merging Issue |

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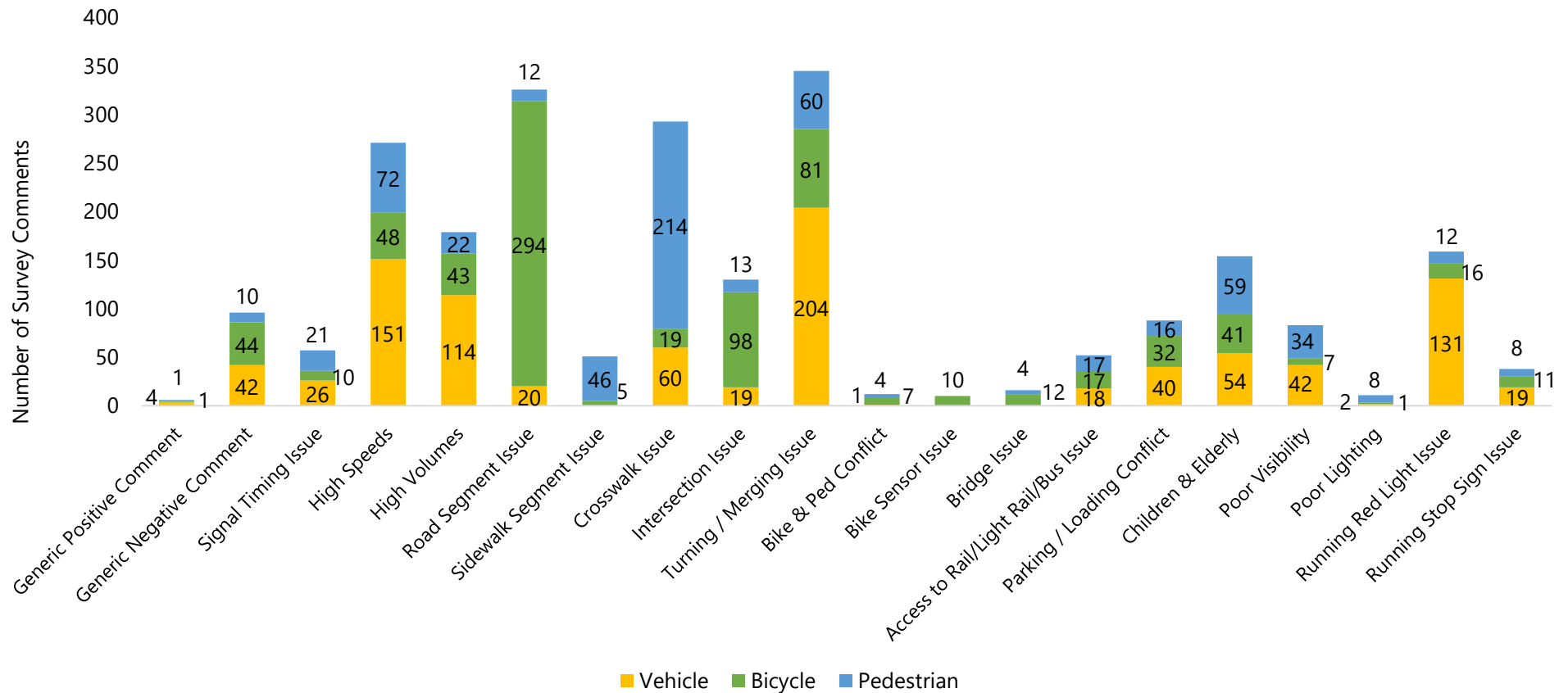
- | | | | |
|-----|-------------------------------------|-----|--------------------------|
| 9. | Bike & Ped Conflict | 15. | Poor Visibility |
| 10. | Bike Sensor Issue | 16. | Poor Lighting |
| 11. | Bridge Issue | 17. | Running Red Light Issue |
| 12. | Access to Rail/Light Rail/Bus Issue | 18. | Running Stop Sign Issue |
| 13. | Parking / Loading Conflict | 19. | Generic Positive Comment |
| 14. | Children & Elderly | 20. | Generic Negative Comment |

Two thirds of the survey comments (912) were classified under one category. One third of the survey comments (619) were classified under more than one category. Eleven comments were not categorized.

The most frequently mentioned pedestrian comments related to crosswalk issues (214, 34%), high speeds (72, 11%), turning/merging issues (60, 9%) and children/elderly (59, 9%). The most frequently mentioned bicycle comments related to road infrastructure/segment issues (294, 37%), intersection issues (98, 12%) and turning/merging issues (81, 10%). The most frequently mentioned vehicle comments related to turning/merging issues (204, 22%), high speeds (151, 16%) and running red light issues (131, 14%).

The figure on the following page shows the number of comments by mode and category.

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Source: Sunnyvale Vision Zero online survey. Accessed October 19, 2017; 371 responses.

(https://www.peakdemocracy.com/portals/209/Issue_5386/survey_responses)

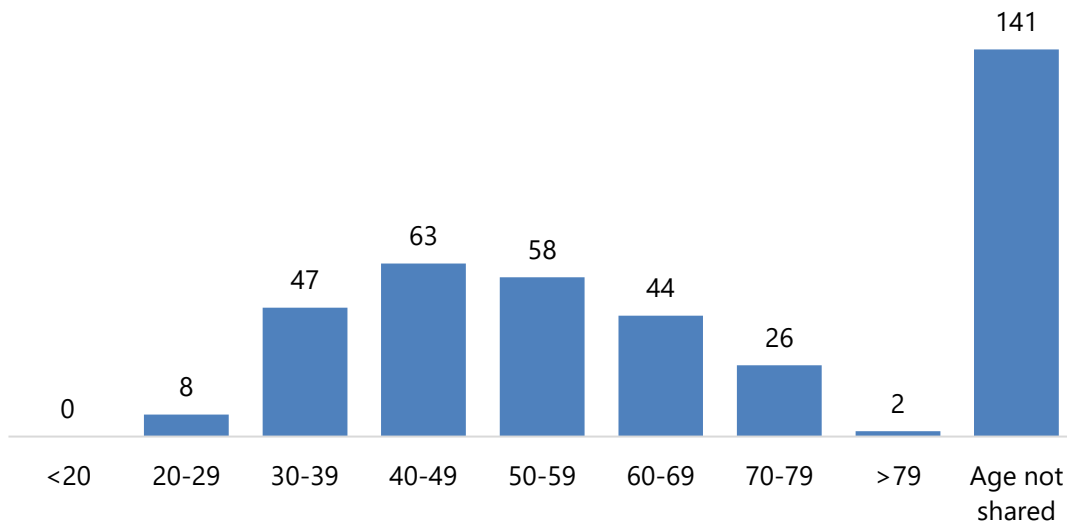
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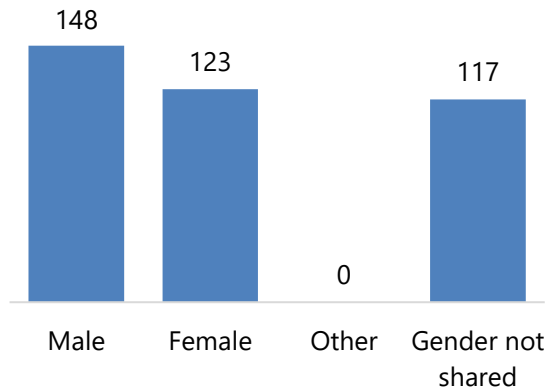
Participant Demographics

A summary of online survey participant demographics is as follows.

Age



Gender

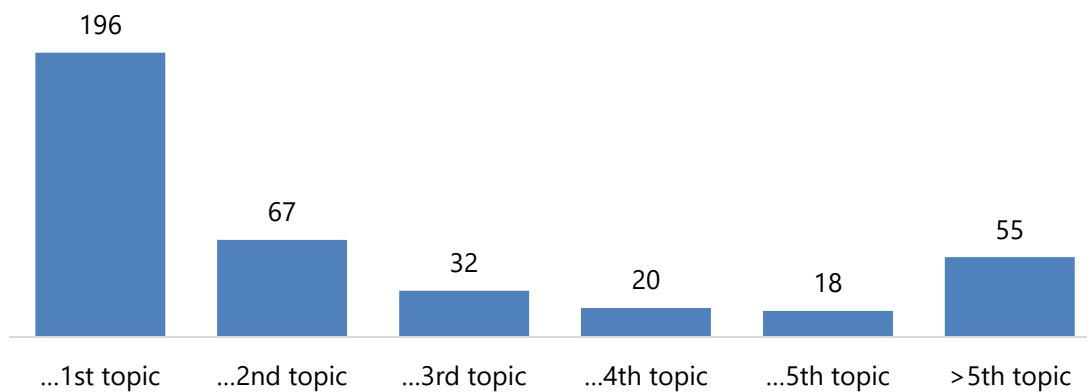


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Frequency of participation

Frequency of participation reflects how many surveys a given respondent has completed through Open Town Hall. The results show that this was the first Open Town Hall survey completed for many respondents.



Source: Sunnyvale Vision Zero online survey. Accessed November 9, 2017; 388 responses.
(https://www.peakdemocracy.com/portals/209/Issue_5386/survey_responses)



**City of Sunnyvale Vision Zero Plan
Community Workshop Key Takeaways, October 2017**

The City of Sunnyvale hosted the first Vision Zero Plan Community Workshop October 5, 2017, to raise awareness for Vision Zero and to understand perceived issues, unreported collisions, close calls and other potentially challenging conditions. Thirteen participants used voting boards to provide citywide feedback about mode choices, safety concerns, and preferences for safety treatments. They also provided location-specific feedback about safety concerns on aerial maps.

Voting Boards Summary

Participants were asked their primary mode of travel, top safety concerns, views on responsibility for road safety, and preferred safety enhancements.

- Personal vehicle and bicycle were the top two primary modes of travel for participants, with five and four votes, respectively. Two participants chose walk and one participant chose motorcycle.
- The top safety concern among participants was red light runners (5), followed by traffic congestion (3) and bicyclists riding in an unsafe manner or violating traffic laws (2). Participants also noted speeding (1) and short crossing times (1).
- Nearly all participants stated that all road users are most responsible for keeping roads safe. One participant indicated the Department of Public Safety. The Department of Public Works received no votes, but the results may have been affected by the fact that several participants did not know that Public Works is responsible for designing roadways (based on conversations with participants).
- Participants voted on the top three safety enhancements they would like implemented in Sunnyvale. The most votes (4) were given to widening or adding connectivity of sidewalks; bicycle lanes; and turn signals for vehicles and traffic signal coordination and timing. Midblock pedestrian crossings and separated bike lanes received three votes each.

Tables summarizing the voting boards are included in **Attachment 1**.

Map Summary

Participants reported transportation safety feedback at specific locations in Sunnyvale by mode, placing 105 pins for bicycles, 38 pins for pedestrians, and 18 pins for vehicles. Common themes included support for:

- Filling gaps in bicycle network with high-quality facilities that are comfortable and convenient for cross-city travel – including on expressways (participants expressed appreciation for Evelyn Avenue and Duane Avenue bicycle facilities)

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- Filling gaps in pedestrian network with improved crossings – including using HAWKs or other high visibility crossing treatments
- Enhancing crossings of major roadways near schools (for example, the crossing of ECR at the middle school on Poplar)
- Improving pedestrian and bicycle access through ramp intersections at highways and arterials
- Improving pedestrian and bicycle accommodations on overpasses
- Addressing conflict areas with high pedestrian and bicycle activity near
 - o Transit (e.g., Caltrain, LRT)
 - o Schools, particularly during pick-up and drop-off periods
 - o Shopping centers
 - o Restaurants near office parks

Locations with high concentrations of pins largely aligned with the corridors on the City's High Injury Network, including:

- 237 ramps/overpasses at N Mathilda Ave and Lawrence Expy
- 101 ramps/overpasses at N Mathilda Ave, Fair Oaks Ave, and Lawrence Expy
- Tasman Dr, in particular at Fair Oaks Ave intersection
- Maude Ave
- Central Expy
- Evelyn Ave between Mathilda and Sunnyvale
- El Camino Real
- Reed Ave near Lawrence Expy
- Fremont Ave
- Homestead Rd
- Bernardo Ave
- Mary Ave
- Mathilda Ave
- Sunnyvale Ave between Maude and Evelyn
- Fair Oaks Ave
- Wolfe Rd
- Lawrence Expy

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ATTACHMENT 1. VOTING BOARDS RESULTS

Table 1. Primary Mode of Transportation

Primary Mode	Count
Personal Vehicle	5
Bike	4
Walk	2
Motorcycle	1
Taxi/Ridesharing App	0
Public Transit	0
Carpool	0
Other	0

Table 2. Top Safety Concerns

Traffic Safety Concern	Count
Red light runners	5
Traffic congestion	3
Bicyclists riding in an unsafe manner or violating traffic laws	2
Speeding	1
Pedestrians illegally crossing streets	0
Illegal turning	0
Other: Crossing times too short	1

Table 3. Responsibility for Road Safety

Party or Agency	Count
All road users	6
Department of Public Safety	1
Department of Public Works	0
Other	0

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Table 4. Preferred Safety Enhancements

Safety Enhancement	Count
Sidewalks (widen or add connectivity)	4
Bike lanes	4
Turn signals for vehicles and traffic signal coordination and timing	4
Separated bike lanes	3
Mid-block pedestrian crossings	3
Narrower travel lanes	2
Crosswalks and pedestrian signals at intersections (including ADA accessibility)	2
Greater separation between sidewalks and vehicle traffic	1
Traffic calming (roundabouts, traffic circles, speed bumps)	1
Improve sight distances at corners	1
Bicycle sharrows	0
Bicycle detection at traffic signals	0
Add streetlighting for improved visibility	0



City of Sunnyvale Vision Zero Plan Community Workshop and Online Survey Key Takeaways, April 2018

The City of Sunnyvale hosted the second Vision Zero Plan Community Workshop on April 5, 2018. The workshop goals were to provide an update on the plan progress and to gather feedback from local residents and employees on preferred citywide safety strategies and infrastructure improvements to address safety concerns at ten priority project locations in Sunnyvale. Twenty-one participants provided 153 comments on priority project location posters that contained proposed safety treatments and crash data by mode, severity, location, and cause. Participants also voted on draft citywide safety strategies that the City could focus on as part of the Vision Zero Plan.

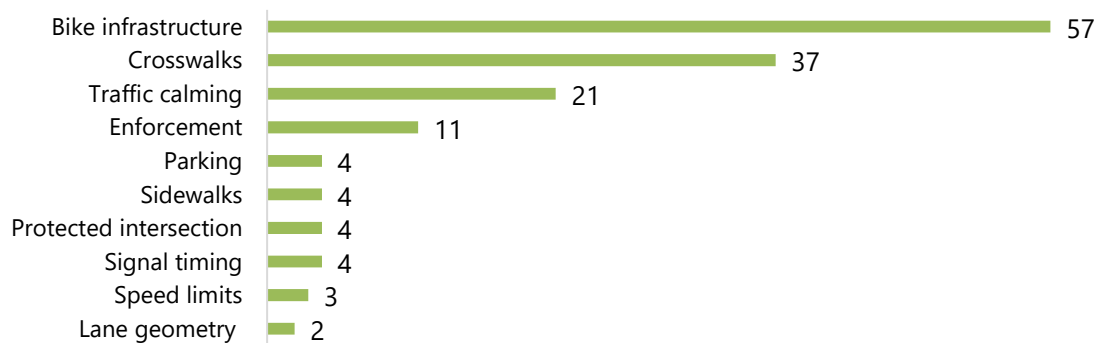
To complement the workshop, the City requested public input through an online survey. The survey was available on the Sunnyvale Vision Zero webpage from mid- to late-April 2018. It received 230 visitors and 75 responses. Respondents were asked to vote on countermeasures and provide comments on how to improve safety at each priority location.

PRIORITY LOCATION COUNTERMEASURES

Workshop Overview

Participants provided their input on preferred transportation safety countermeasures at the ten priority project locations in Sunnyvale. Common themes across the locations are summarized in **Figure 1**. Bicycle infrastructure was the most requested countermeasure at the priority project locations, followed by crosswalks and traffic calming.

Figure 1. Preferred Countermeasures at Priority Locations, by Category (Workshop)



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Survey Overview

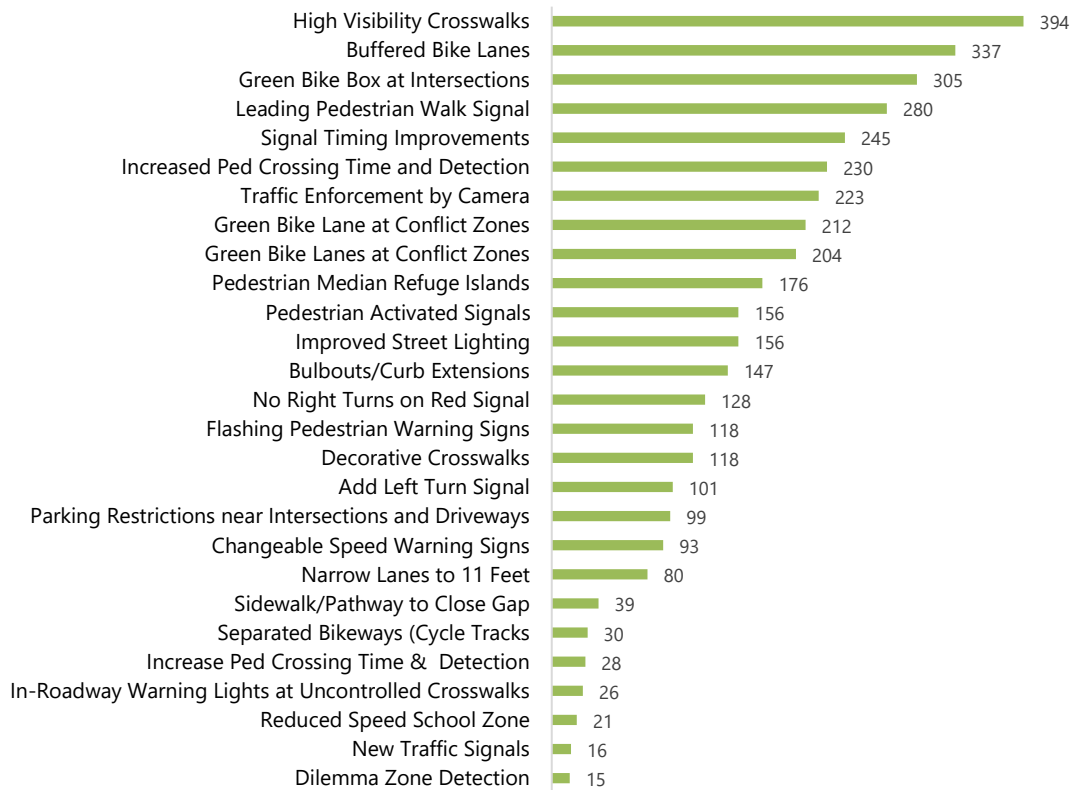
The Sunnyvale Vision Zero online survey was available to the public from mid- to late April 2018. Seventy-five respondents provided their preferences for specific countermeasures at the ten priority project locations. Responses by priority location are described in greater detail in subsequent sections. **Figure 2** shows the preferred countermeasures across all priority locations. High visibility crosswalks, buffered bike lanes, and green bike boxes at intersections were most preferred overall.

Online survey respondents also provided text comments. Overall, many commenters recommended reducing vehicular speeds through lower speed limits and roadway redesign, providing green paint or buffered bicycle lanes, modifying crosswalks to be more visible to vehicles, and adding pedestrian and bicycle bridges or tunnels. Narrowing driving lanes to slow drivers and adding protected left turns were also suggested at multiple locations.

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Figure 2. Preferred Countermeasures at Priority Locations (Online Survey)



Priority Location #1: El Camino Real between S. Mary Avenue and S. Mathilda Avenue

Workshop Comments

Responses for Priority Location #1 requested improved pedestrian crossings through leading pedestrian intervals (LPI), curb extensions, or varying crosswalk materials, traffic calming of vehicles to slow speeds, and bicycle lanes. One respondent recommended eliminating on-street parking on El Camino Real to provide space for bike lanes and improve visibility. Another respondent suggested increasing traffic enforcement.

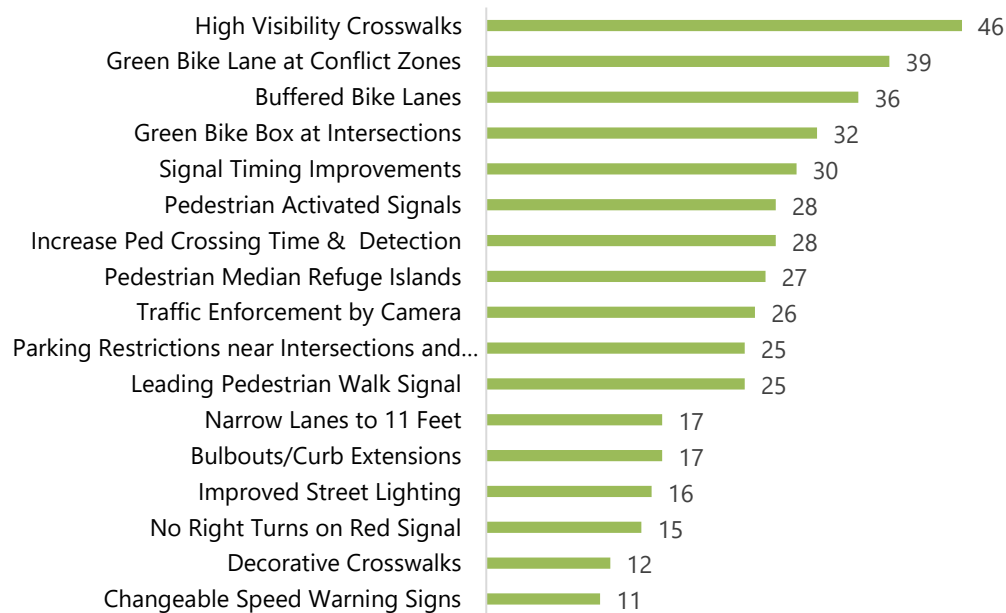
Survey Results

Survey responses for Priority Location #1 are summarized in **Figure 3**. The top three requested treatments at this location were high visibility crosswalks, green bike lanes at conflict zones, and buffered bike lanes.

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Figure 3. Online Survey Responses, Priority Location #1



Survey Comments

Additional survey comments for Priority Location #1 noted that this corridor is along a major school commute route, and therefore it is important to protect bike commuters on this roadway from vehicles traveling at high speeds and to consider adding crossing guards near schools. One respondent noted:

"There are a large number of pedestrians that gather at Pastoria and ECR at school commute times. They overflow [the] intersection. A bulbout would be helpful. Also many people whip around this intersection making right turns and risk pedestrian safety... Protecting bike commuters through here is important for the same reasons."

Lower speeds were also requested – a commenter noted that 40 MPH is too high for a corridor where pedestrians are prevalent.

Priority Location #2: El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue

Workshop Comments

At Priority Location #2, participants noted the need for pedestrian infrastructure, including pedestrian refuge islands, pedestrian detection, HAWK or RRFBs for mid-block crossings, and measures that remove conflicts between pedestrians and left-turning vehicles. Neighborhood cut-

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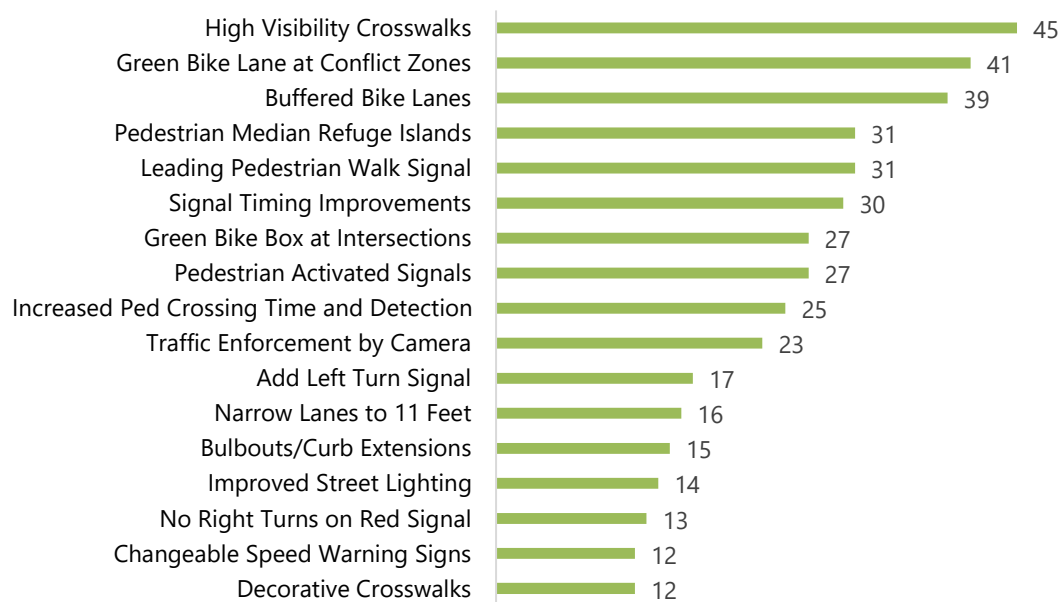


through, speeding on neighborhood streets, and the lack of safe bicycle infrastructure were also noted. Implementing protected intersections as a means to improve bicycle and pedestrian safety was recommended.

Survey Results

Figure 4 shows survey results for Priority Location #2. The most requested countermeasures at this location were high visibility crosswalks, green bike lanes at conflict zones, and buffered bike lanes.

Figure 4. Online Survey Responses, Priority Location #2



Survey Comments

Many survey comments reflect and echo the votes shown in **Figure 4** for Priority Location #2. Additional comments suggest narrowing traffic lanes to slow traffic and encourage drivers to pay attention, using more reflective roadway paint, and providing a bicycle detection button within reach of the bike lanes instead of at the crosswalks. Several commenters suggested a pedestrian/bicycle bridge or tunnel to serve the volume of people crossing between shopping centers far from intersections, as quoted below:

"A more comprehensive fix for this location could be to build pedestrian bridge to connect the two shopping areas on both sides of El Camino Real."

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Priority Location #3: El Camino Real between E. Fremont Avenue and S. Wolfe Road

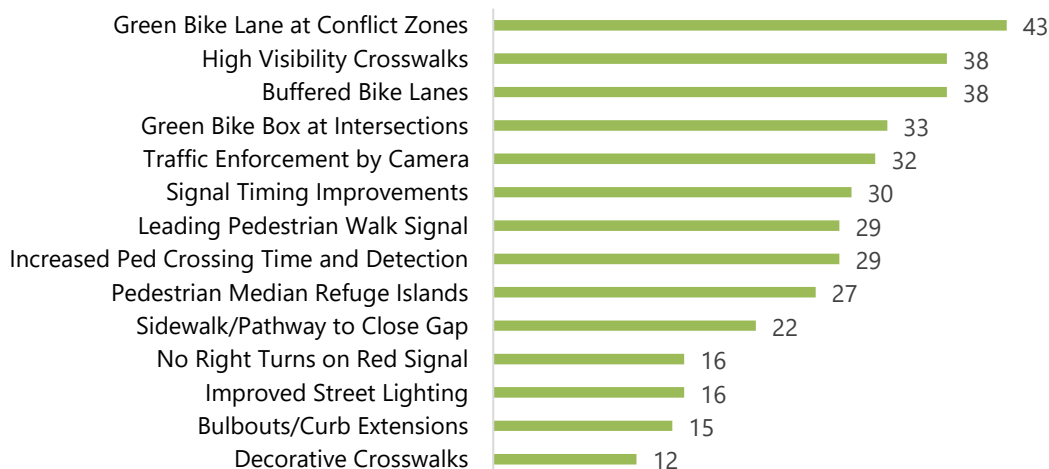
Workshop Comments

Recommendations for Priority Location #3 included implementing traffic calming infrastructure – such as speed tables, chicanes, and rotaries – as well as providing an off-street path for pedestrians and bicyclists. Other comments echoed recommendations for Location #1 and #2, also on El Camino Real, and included providing bicycle lanes with physical barriers, pedestrian refuge islands, pedestrian detection and countdown timers at traffic signals, and reconfiguring intersections to protect bicyclists and pedestrians.

Survey Results

Figure 5 shows online survey results for Priority Location #3. Similar to the previous priority locations, the top three requested countermeasures at this location were green bike lanes at conflict zones, high visibility crosswalks, and buffered bike lanes.

Figure 5. Online Survey Responses, Priority Location #3



Survey Comments

Several respondents' comments for Priority Location #3 included improving wayfinding and signage to lessen confusion on this section of El Camino Real, as quoted below:

"This 'triangle' seems to confuse a lot of drivers. Some drive impossibly slowly on a green light while others think they can gun it to make it through both intersections (Fremont Ave & El Camino Real)."

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One commenter recommended rerouting southbound left vehicles on Wolfe to El Camino Real to use Fremont Avenue instead and to reroute vehicles westbound to use Fremont Avenue instead of El Camino Real.

Priority Location #4: Remington Drive / Fair Oaks Avenue between Iris Avenue and Manet Drive

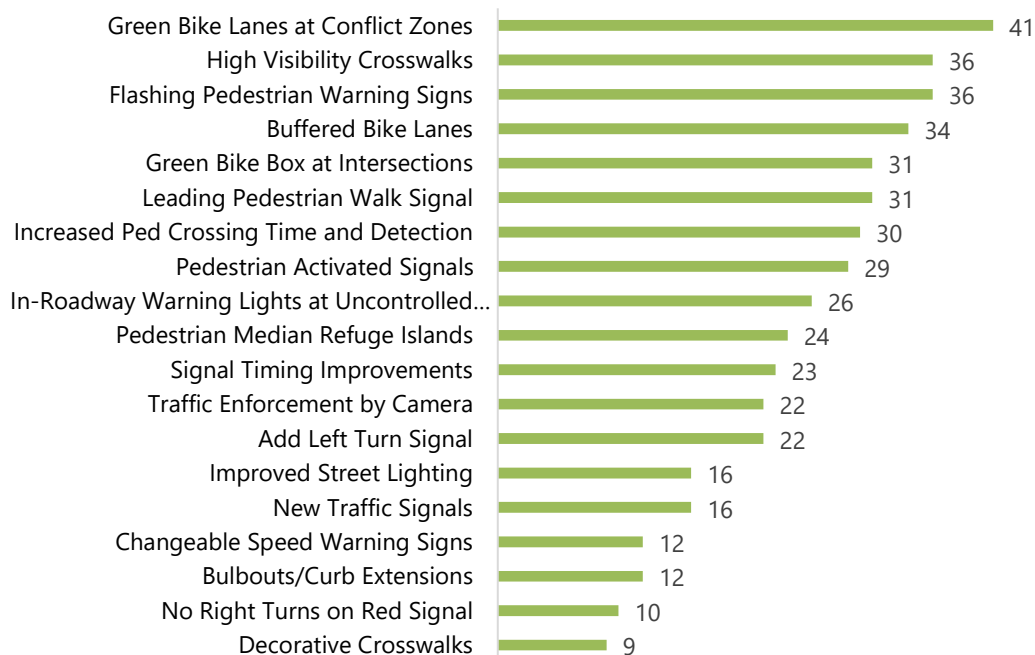
Workshop Comments

Participants' recommendations at this location focused on bicycle infrastructure, such as bike boxes, buffered bike lanes, and green paint at conflict points. Increased enforcement and added speed tables were suggested as a means to slow traffic. One participant noted that the senior center and senior housing are located on either side of Remington Drive, and that person suggested providing a better connection mid-block for seniors to safely access the recreational facilities.

Survey Results

Survey responses of countermeasure preferences at Priority Location #4 are shown in **Figure 6**. The top three requested countermeasures at this location were green bike lanes at conflict zones, high visibility crosswalks, and flashing pedestrian warning signs.

Figure 6. Online Survey Responses, Priority Location #4



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Survey Comments

Respondents provided comments to supplement their responses in **Figure 6**. One commenter requested advance limit lines:

"Perhaps the traffic lights and stop line for cars could be 10 feet earlier (i.e. further away from the actual intersection). That way, there would be a little more space to detect pedestrians and to react."

Other respondents noted that many pedestrians in this area are going to the community center and that green and buffered bike lanes remind drivers to anticipate pedestrians and bicyclists. One respondent recommended that the bike lanes on Remington and Fair Oaks be extended all the way to the intersection with El Camino Real and stated that buses often block the bike lanes on Remington and Fair Oaks.

Priority Location #5: El Camino Real between Henderson Avenue and Helen Avenue

Workshop Comments

Recommendations for Priority Location #5 for pedestrian infrastructure included pedestrian refuge islands, high visibility crosswalks with advance limit lines, and wider sidewalks. Eight of the 19 comments on this segment noted the need for some type of separated bicycle lanes. Additional suggestions included adjusting signal timing to shorten the wait times, increasing enforcement, and reducing the speed limit to match adjacent jurisdictions.

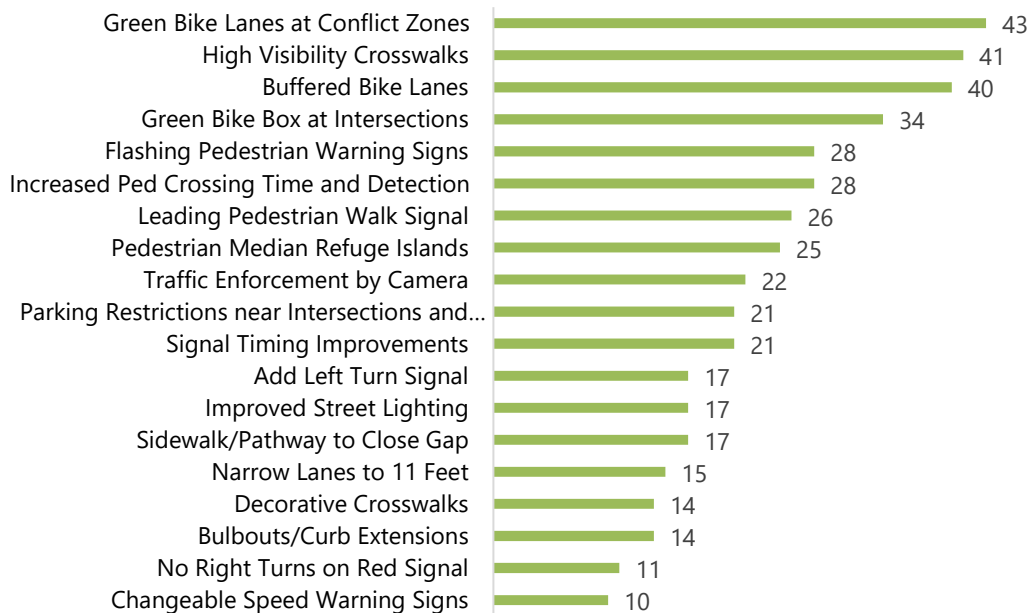
Survey Results

Survey results for Priority Location #5 are summarized in **Figure 7**. The top four requested countermeasures at this location were green bike lanes at conflict zones, high visibility crosswalks, buffered bike lanes, and green bike boxes at intersections.

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Figure 7. Online Survey Responses, Priority Location #5



Survey Comments

Online survey respondents provided additional comments. One respondent noted that to cross El Camino Real from Henderson, there is no clear path for bikes to follow. Another stated:

"This corridor, along with the intersection of El Camino Real and Poplar, are direct entry points for Peterson Middle School. It is ludicrous that there are no crossing guards, no light-up crosswalks, no bike lanes...to keep our kids safe...At least provide crossing guards as an interim measure until the City can (hopefully) install light-up crosswalks with longer lead time, buffered bike lanes, or changes to signal timing."

It was also recommended that a protected left turn be added at El Camino Real and Henderson, because respondents observe that vehicles making a left turn from Henderson onto El Camino Real often do not yield to student pedestrians, bicyclists, or on-coming traffic.

Priority Location #6: N. Mathilda Avenue and W. Maude Avenue

Workshop Comments

Comments at Priority Location #6 echoed those at other locations. They focused on improving pedestrian and bicycle infrastructure and traffic calming. Participants noted the need to physically alert drivers to pedestrian and bicyclists in this area. A pedestrian scramble, speed tables, LPI,

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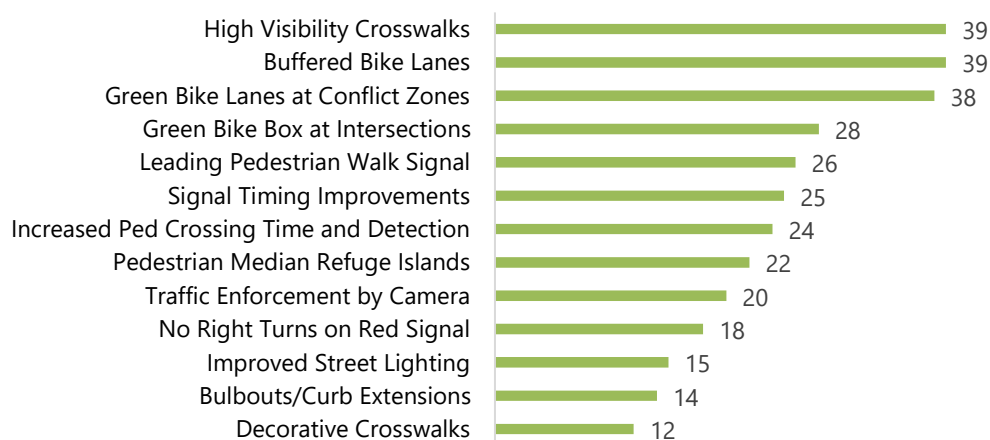


pedestrian refuge islands, and rumble strips were suggested for this intersection. Three participants noted that there are many pedestrians in this area, and multiple participants stated that they are not comfortable bicycling on the sharrows and bike lanes currently in place.

Survey Results

Figure 8 summarizes the online survey responses at Priority Location #6. The top three selected countermeasures at this location were high visibility crosswalks, buffered bike lanes, and green bike lanes at conflict zones.

Figure 8. Online Survey Responses, Priority Location #6



Survey Comments

One respondent noted that bicycle lanes end on Maude before the intersection and continue after the intersection, requesting a clearly marked path for bicyclists through the intersection. Other requested treatments included lower speed limits, adding a diagonal (scramble) crosswalk from Mathilda to the Sunnyvale Square shopping center, and removing parking near the Lucky shopping center to provide room for bicycle facilities. Modifying driveways to only certain movements was also suggested, as quoted below:

"[On] W Maude between N Mathilda and N Mary Ave... Drivers emerge from office buildings in Peery Park onto W Maude and attempt to cross all lanes of traffic to turn right onto N Mathilda Ave (headed south) or to cross lanes of traffic to turn left at N Mathilda Ave (headed north). Drivers sometimes stop, perpendicular to the flow of traffic while attempting a left turn onto W Maude from office building driveways. The simplest, cheapest, and safest solution to this dangerous situation is to route all office building traffic to Pastoria and Potrero Aves with traffic control at the exit points

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from the office campuses. Then, drivers can safely turn left or right onto W Maude without injury to bikers, pedestrians, or motorists."

Priority Location #7: N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue

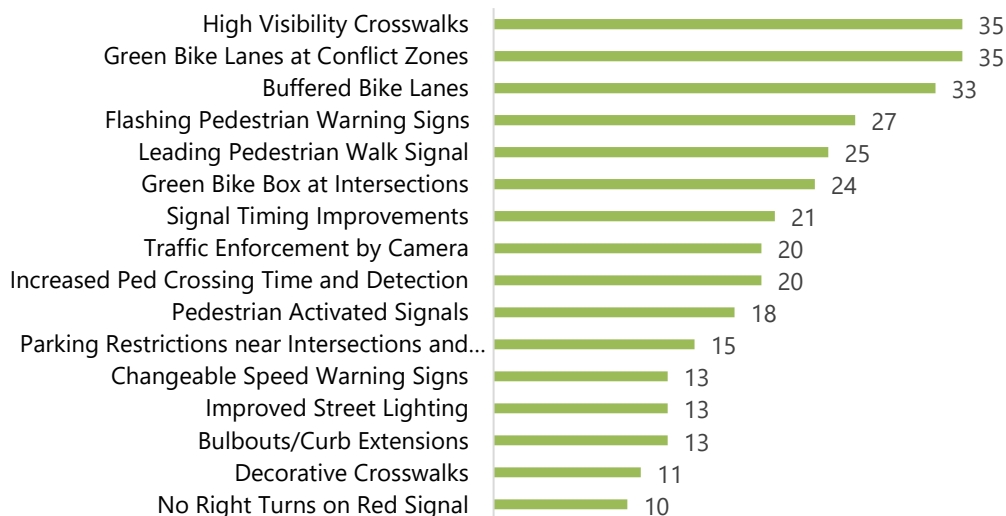
Workshop Comments

Participants requested buffered or protected bicycle lanes and a pedestrian crossing table or HAWK crossing near Fair Oaks Park at Priority Location #7. With plans in place to upgrade the park, responses noted that additional park users and children will likely cross Fair Oaks in this area. Traffic calming measures and speed enforcement were also recommended to slow speeds.

Survey Results

Survey results for Priority Location #7 are shown in **Figure 9**. The top three requested countermeasures at this location were high visibility crosswalks, green bike lanes at conflict zones, and buffered bike lanes.

Figure 9. Online Survey Responses, Priority Location #7



Survey Comments

Multiple survey comments for Priority Location #7 requested providing a pedestrian and/or bicycle bridge over Fair Oaks. Other comments included suggestions to not allow left turns out of the Chavez Supermarket and shopping area and to close Maude Avenue to through traffic between Fair Oaks and Wolfe.

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One respondent suggested providing bicycle infrastructure, quoted below:

"Shortcut traffic through Duane should be eliminated. A neighborhood parallel bike path or a dedicated bike lane in the parking spaces should be a focus as Fair Oaks is currently too dangerous for cyclists."

Priority Location #8: Fremont Avenue between Sunnyvale Saratoga Road and Floyd Avenue

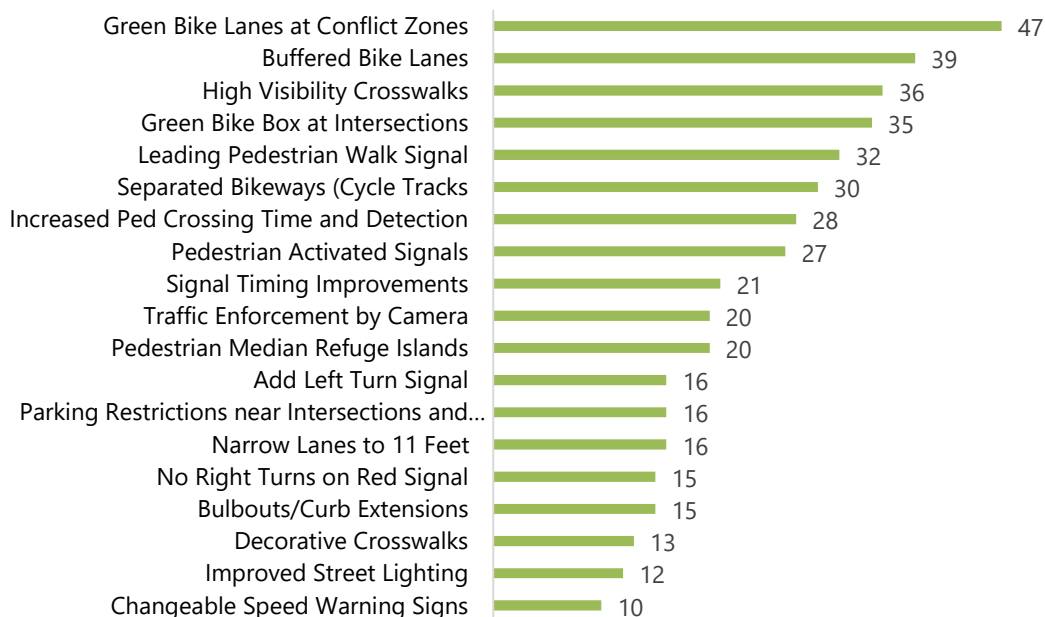
Workshop Comments

Recommendations for Priority Location #8 focused on traffic calming and bicycle infrastructure. Several participants noted that curb extensions pose a safety risk for bicyclists, stating that they cause bicyclists to swerve towards traffic. It was suggested that curb extensions be designed with cut-throughs for bicyclists. A pedestrian scramble, narrower traffic lanes, and increased enforcement were also recommended.

Survey Results

Figure 10 shows the online survey responses for preferred countermeasures at Priority Location #8. Results indicate that the preferred countermeasure at this location were green bike lanes at conflict zones, buffered bike lanes, and high visibility crosswalks.

Figure 10. Online Survey Responses, Priority Location #8



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Survey Comments

Comments for Priority Location #8 suggested adding protection for bicyclists and pedestrians at intersections via physical protection for bicyclists near the shopping area parking lot entrances and exits and adding leading pedestrian intervals (LPIs) so that pedestrians have priority to cross before right turning vehicles.

One commenter stated:

"The intersection at E. Fremont Ave and Bobwhite / Manet Avenues should be designated as a school crossing. The intersection is used by students to get to/from Fremont High School and Stockmeir Elementary, it gets more student pedestrian traffic than the Cascade Ave and Hollenbeck Ave intersection which is already designated as a school crossing. The existing School Zone signage on East Fremont does not conform to the standards/guidelines in CA MUTCD, [so] the signage should be updated."

Priority Location #9: Homestead Road between Heron Avenue and Wolfe Road

Workshop Comments

Six out of 13 comments at Priority Location #9 were recommendations to add buffered bike lanes or protected bike lanes, and two comments recommended a "road diet" or traffic calming. Participants also noted the need for crossing enhancements such as a HAWK signal at Linnet Lane, pedestrian scramble, and curb extensions to improve pedestrian safety.

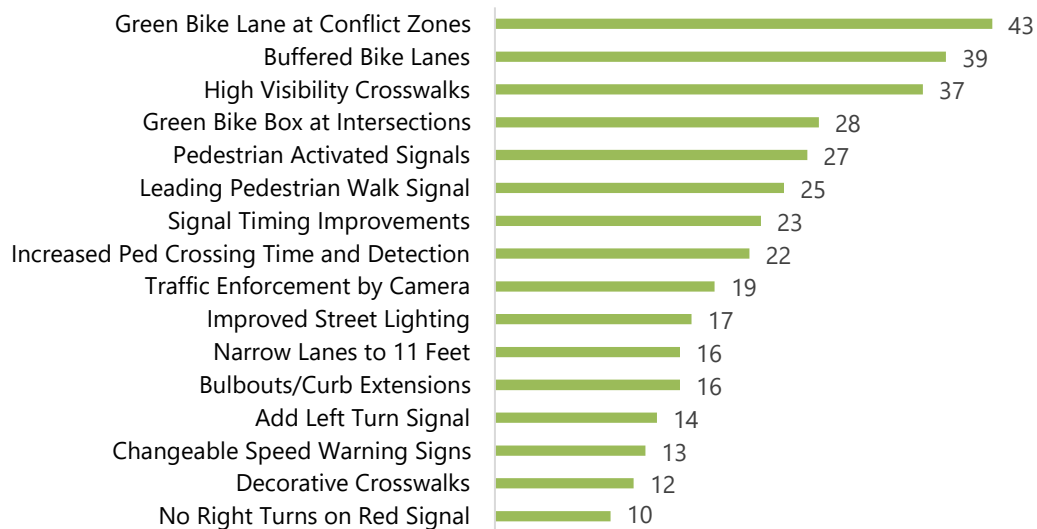
Survey Results

Online survey responses for Priority Location #9 are shown in **Figure 11**. The top three recommended countermeasures at this location were green bike lanes at conflict zones, buffered bike lanes, and high visibility crosswalks.

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Figure 11. Online Survey Responses, Priority Location #9



Survey Comments

Respondents recommended adding protected left turns from Homestead onto Heron, increasing signage and lane geometry paint in advance of intersections, and restricting driveways in and out of the shopping center for Priority Location #9.

In regards to part-time bike lanes and pedestrian crossings, one commenter noted:

"[Add] full-time bike lanes. The part-time bike lanes are confusing and discouraging for bikers. We also need a pedestrian crossing at Linnet Lane."

Priority Location #10: Mary Avenue between Remington Drive and Fremont Avenue

Workshop Comments

Comments at Priority Location #10 focused on bicycle safety improvements, such as buffered bike lanes, protected bike lanes, bike boxes, and consistent bicycle lanes along the corridor. Additional suggestions included LPIs, pedestrian scrambles, rumble strips or Botts' dots to separate motorists from pedestrians and bicyclists, parking restrictions, and speed enforcement.

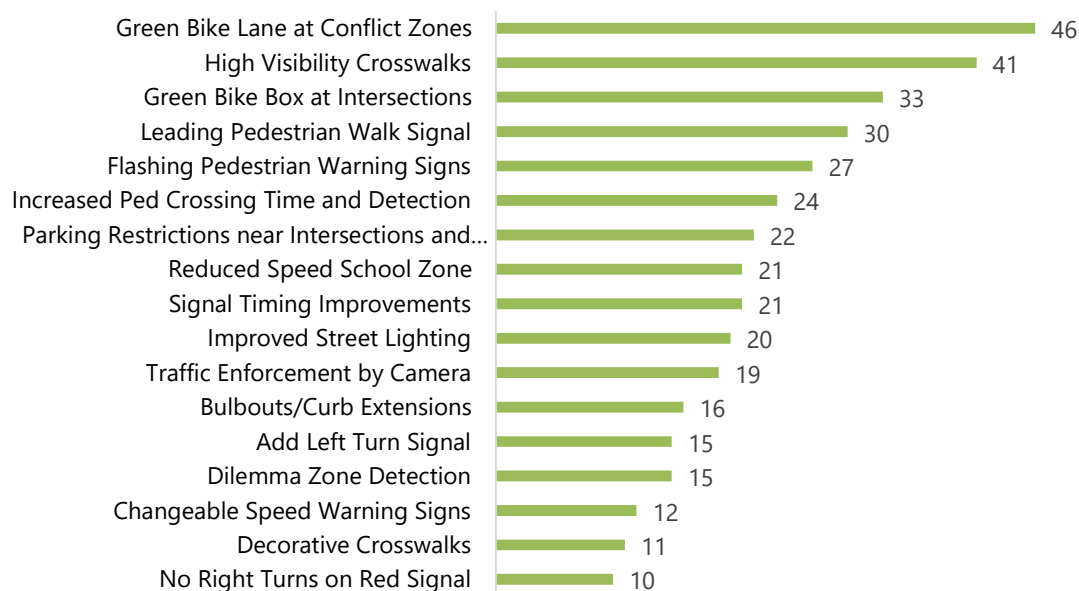
Survey Results

Figure 12 shows that green bike lanes at conflict zones, high visibility crosswalks, and green bike boxes at intersections were the preferred countermeasure treatments at Priority Location #10.

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Figure 12. Online Survey Responses, Priority Location #10



Survey Comments

Survey comments for Priority Location #10 included the suggestion to add school zoning infrastructure such as signage and roadway paint along Mary Avenue in addition to the segment of Mary near Knickerbocker Drive currently designated as a school zone.

Regarding bicycle infrastructure, one commenter noted that:

"It can be dark and hard to be seen when biking here. More visible bike lanes would help at intersections."

DRAFT SAFETY STRATEGIES

Workshop participants were asked to vote on draft citywide safety strategies that the City of Sunnyvale could incorporate into the Vision Zero Plan. Strategies that received one or more vote are shown in **Table 1**. A table showing all of the potential safety strategies presented at the workshop, including those that received no votes, are included in **Attachment 1**.

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Table 1. Draft Safety Strategies Feedback

A. Vision Zero Program	Votes
Incorporate Vision Zero safety principles into future City plans and design documents.	1
Identify a permanent, dedicated funding source for Vision Zero implementation and coordination	1
Improve data collection on speed, impairment, cell phone use, and distraction for KSI collisions.	1
B. Street Design and Operation	
Install one low-cost safety improvement per year, such as new road markings, signs, and minor signal modification.	1
C. Dangerous Behaviors	
Launch high-visibility education PSA campaigns against speeding, distracted driving, impaired driving, and other high-risk behaviors. Campaigns will focus on HIN corridors	1
Support state Automated Speed Enforcement legislation	1
Integrate Vision Zero curriculum into Police Academy curriculum and in-service Public Safety Officer training	1
Explore opportunities to expand free or subsidized transit fares during holidays and for special events	1
Develop public promotional campaign to encourage late-night transit, taxi, rideshare, and other services to provide alternatives to impaired driving.	1
D. Vulnerable Road Users	
Continue building and improving the bicycle network consistent with the Sunnyvale Bicycle Plan and Santa Clara Countywide Bike Plan	1
Host traffic safety classes for pedestrians over 60 and children.	1
Implement reduced speed limits (15 MPH) on the streets adjacent to City schools	2

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ATTACHMENT 1. VOTING BOARDS RESULTS

Table 2. Potential Safety Strategies Votes by Category

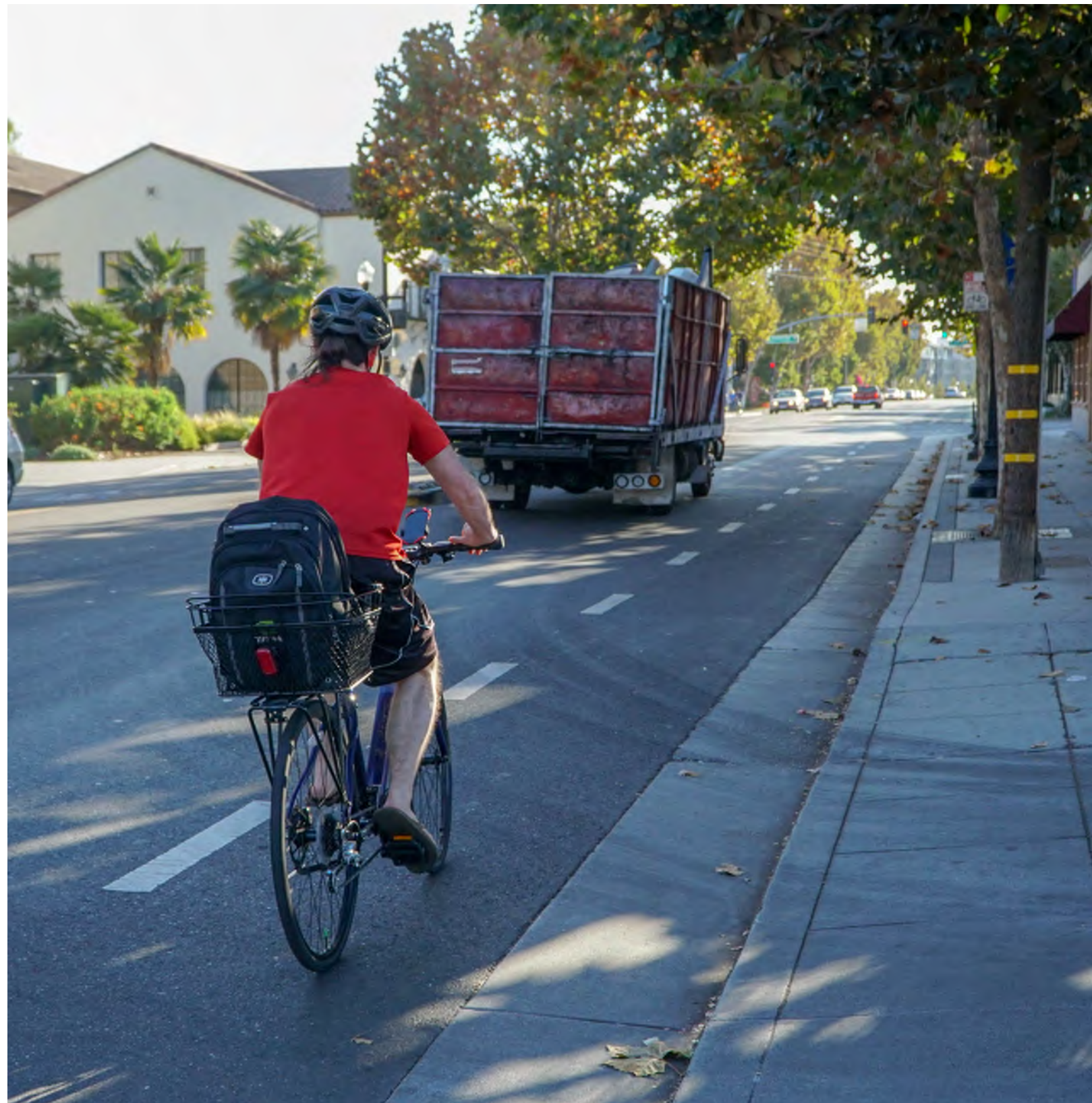
A. Vision Zero Program		Votes
External Initiatives	Put Vision Zero on the agenda of the City's public, community group, and stakeholder meetings in 2018. Launch online, interactive crash data map and website.	
	Incorporate Vision Zero safety principles into future City plans and design documents.	1
	Develop a workshop for Communications Department on how to best communicate about traffic crashes and roadway safety.	
Data Collection & Program Evaluation	Identify a permanent, dedicated funding source for Vision Zero implementation and coordination.	1
	Publish an annual report to measure progress against the goals of the Action Plan. Provide training for Department of Public Safety to improve collision data reporting, and preserve crash details and site evidence.	
	Improve data collection on speed, impairment, cell phone use, and distraction for KSI collisions.	1
	Establish regular pedestrian and bicyclist counts at consistent locations.	
B. Street Design and Operation		
High Injury Network Infrastructure	Develop designs and secure grant funding for ten priority project locations identified in plan, with a focus on roadway designs to improve safety. Develop prioritized list of additional safety projects.	
	Install one low-cost safety improvement per year, such as new road markings, signs, and minor signal modification.	1
Operations Policies & Design	Convene local stakeholders near high-crash corridors for input on project development. Update City signal timing plans to improve safety for all modes (e.g. all red time, pedestrian crossing times).	
	Establish internal process for Vision Zero countermeasures to be evaluated and implemented, where feasible, on projects on the HIN.	
C. Dangerous Behaviors		
Education and Outreach	Launch high-visibility education PSA campaigns against speeding, distracted driving, impaired driving, and other high-risk behaviors. Campaigns will focus on HIN corridors.	1
	Increase the use of speed feedback signs to discourage speeding. Deter impaired driving by targeting education and outreach at alcohol-serving establishments.	
	Support state Automated Speed Enforcement legislation.	1
Enforcement	Integrate Vision Zero curriculum into Police Academy curriculum and in-service Public Safety Officer training.	1

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<i>Providing Alternatives to Driving</i>	Explore opportunities to expand free or subsidized transit fares during holidays and for special events.	1
	Develop public promotional campaign to encourage late-night transit, taxi, rideshare, and other services to provide alternatives to impaired driving.	1
D. Vulnerable Road Users		
<i>Bicycles and Pedestrians</i>	Continue building and improving the bicycle network consistent with the Sunnyvale Bicycle Plan and Santa Clara Countywide Bike Plan.	1
	Install pedestrian countdown timers at every signalized crossing location in the City.	
	Install or upgrade pedestrian crossing treatments on the HIN.	
	Complete projects that improve bicycle pedestrian safety related to turning vehicles at intersections.	
<i>Children and Seniors</i>	Implement reduced speed limits (15 MPH) on the streets adjacent to City schools.	2
	Install high-visibility crosswalks near City schools.	
	Develop public service announcement campaign aimed at drivers to increase safety for pedestrians age 60+.	
	Host traffic safety classes for pedestrians over 60 and children.	1

B. SUMMARY OF COLLISION TRENDS



SUNNYVALE VISION ZERO



Project Introduction & Existing Collision Trends

Community Workshop
October 5, 2017

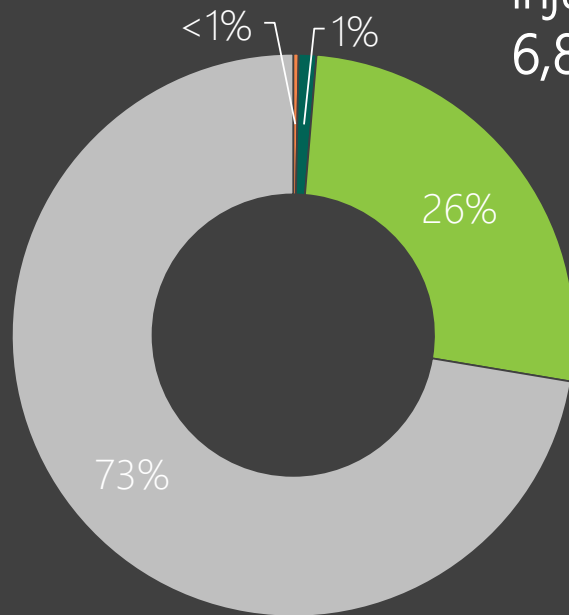


COLLISION TRENDS

ALL COLLISIONS

City of Sunnyvale, 2012 - 2016

91 collisions with a fatality (21) or severe injury (70) between 2012 and 2016, out of 6,875 total collisions.



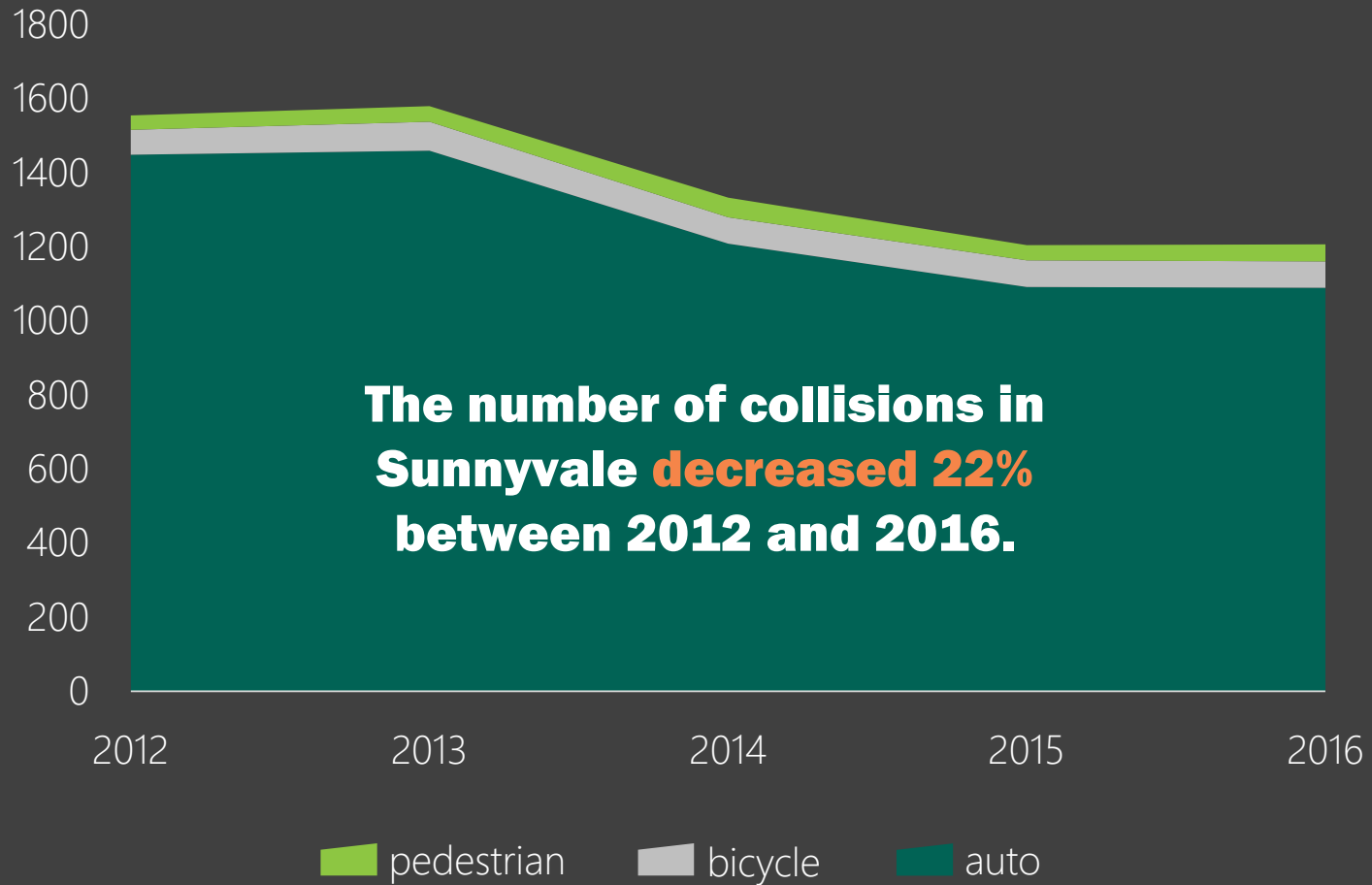
fatality severe injury non-severe injury non-injury

**Sunnyvale has fewer collisions
than 80% of cities of comparable
size (120,000 to 160,000 population).**

Source: California Office of Traffic Safety (OTS) Injury and Fatal Rankings (2014)

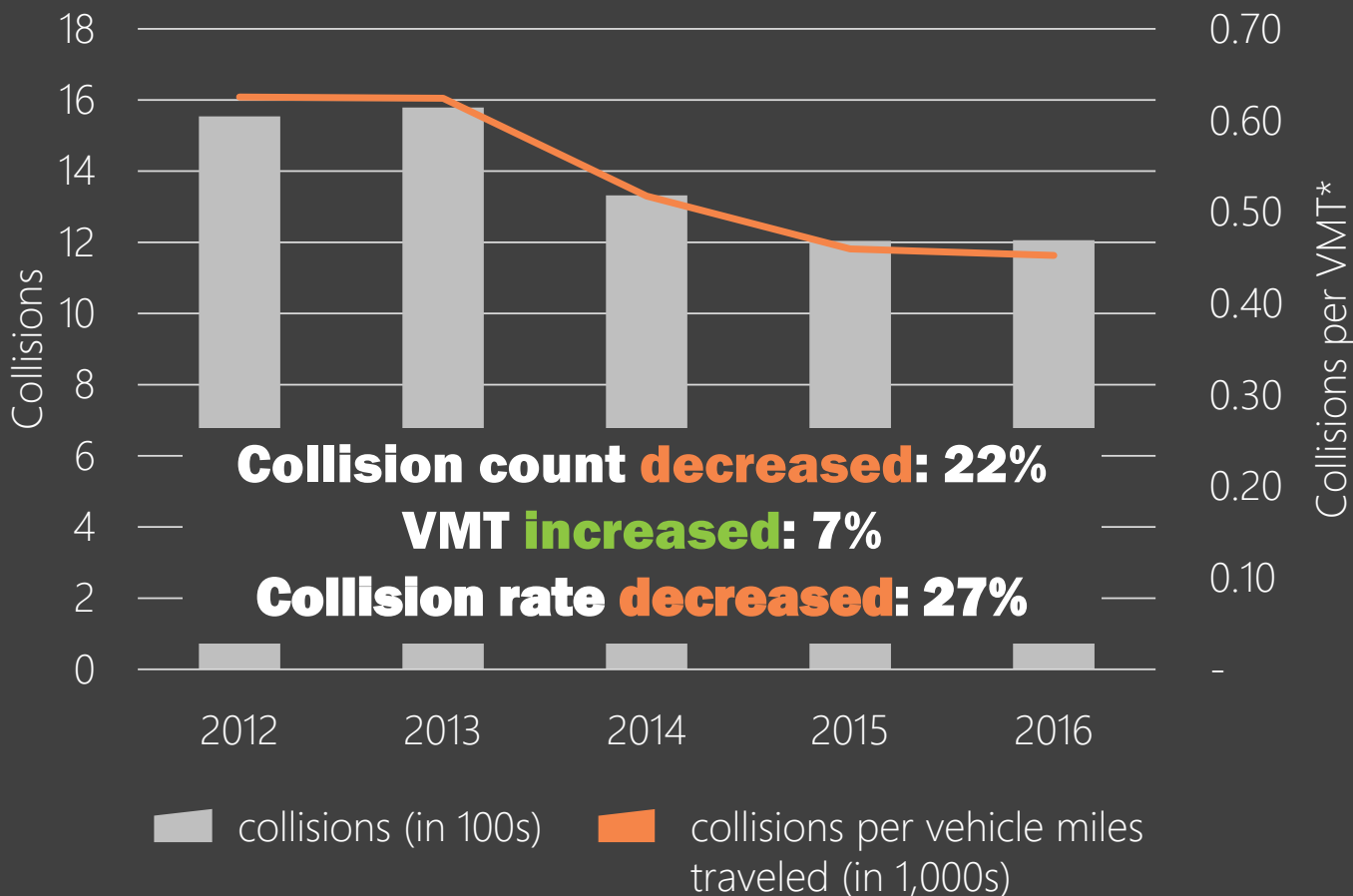
ALL COLLISIONS

City of Sunnyvale, 2012 - 2016



ALL COLLISIONS & DAILY VMT

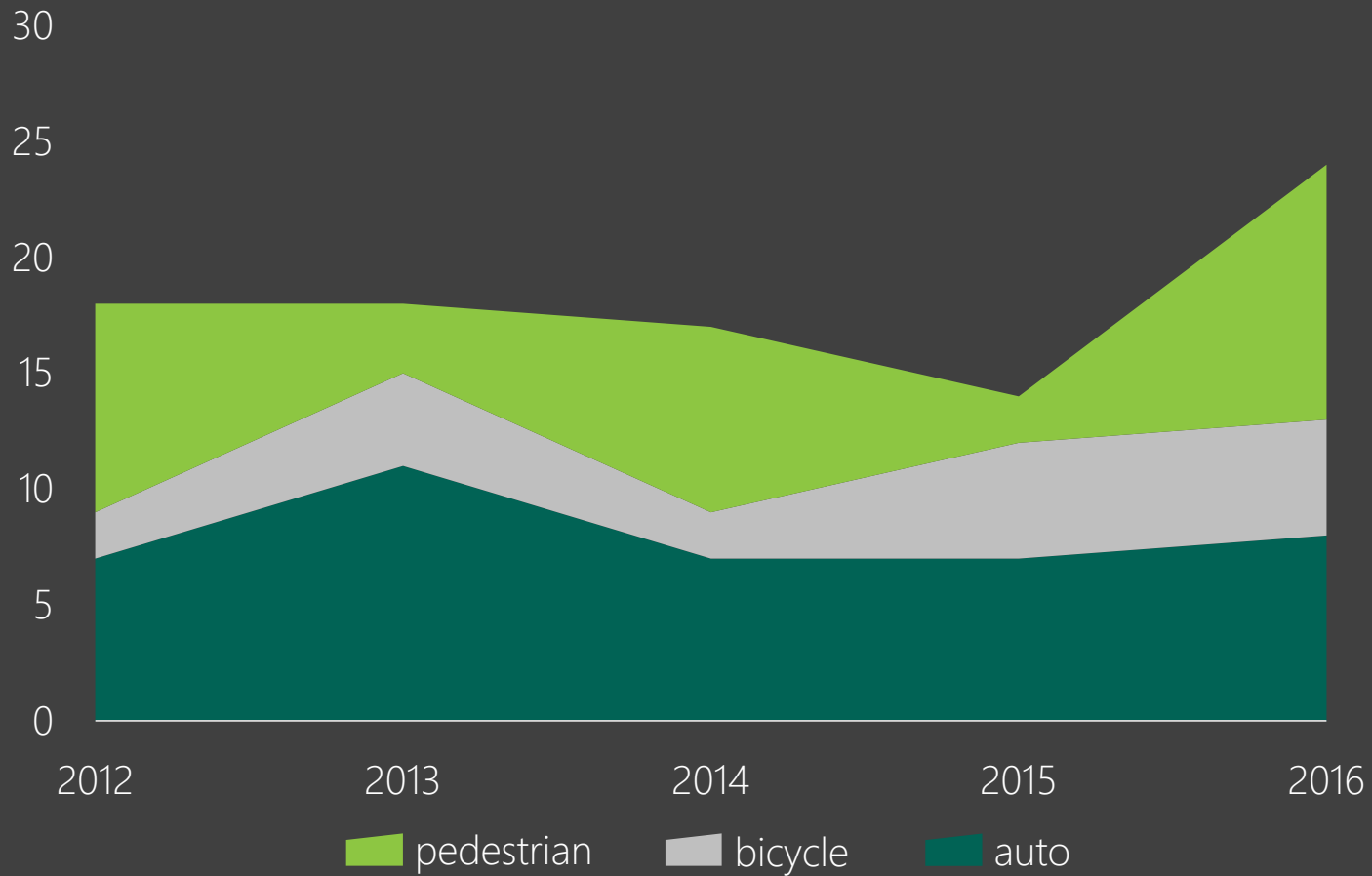
City of Sunnyvale, 2012 - 2016



*Source: City of Sunnyvale Travel Model

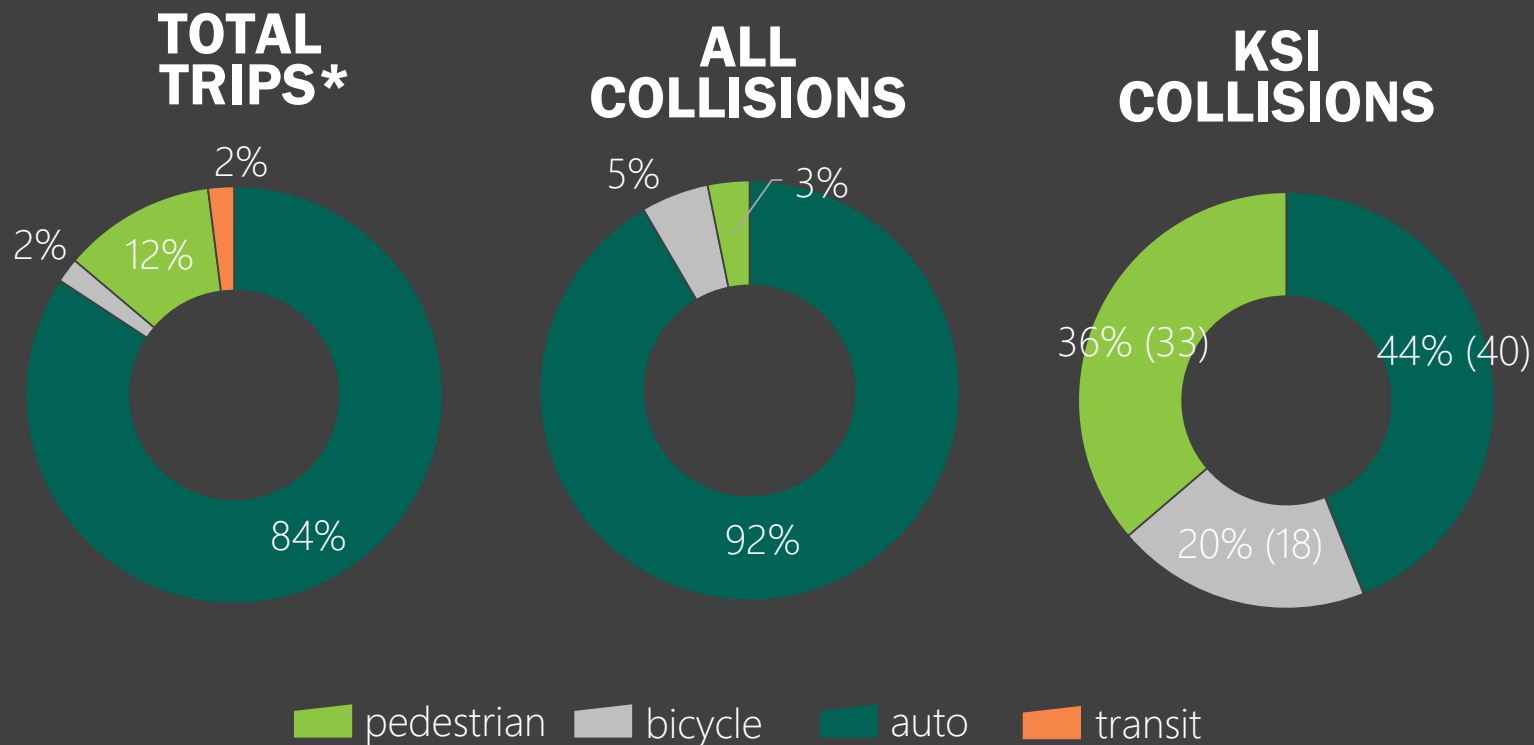
KSI COLLISIONS

City of Sunnyvale, 2012 - 2016



MODE SPLIT

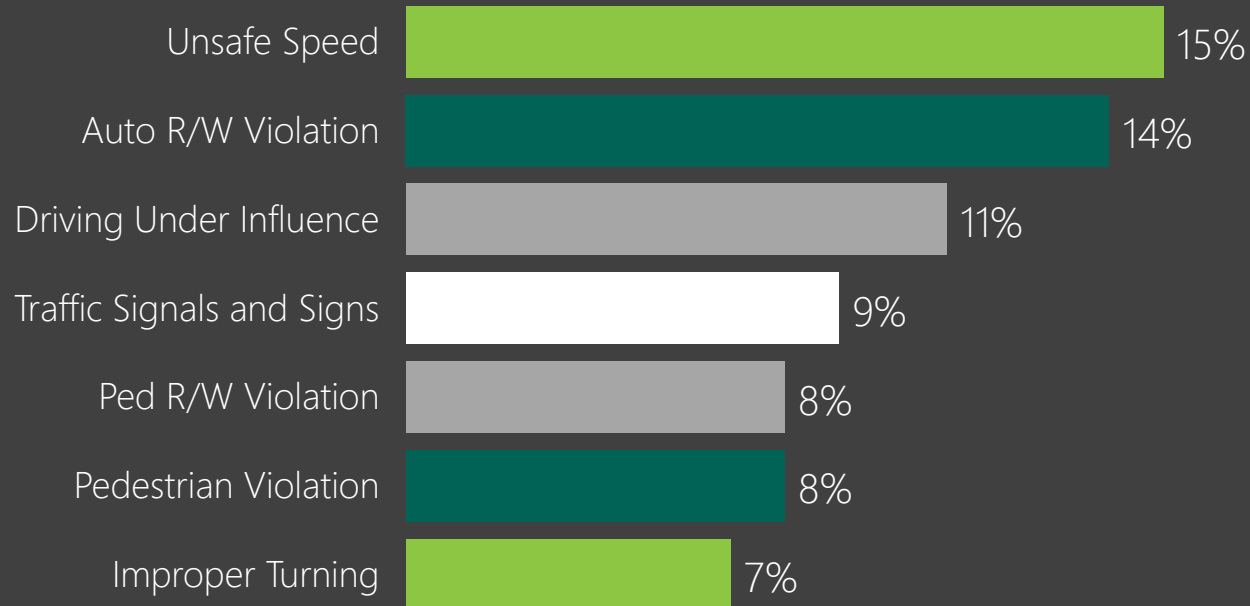
City of Sunnyvale, 2012 - 2016



*Source: California Household Travel Survey, 2012



Top Factors Leading to KSI Collisions (All Modes)



In Sunnyvale...

In **one third** of pedestrian KSI collisions, the pedestrian is recorded **at fault**

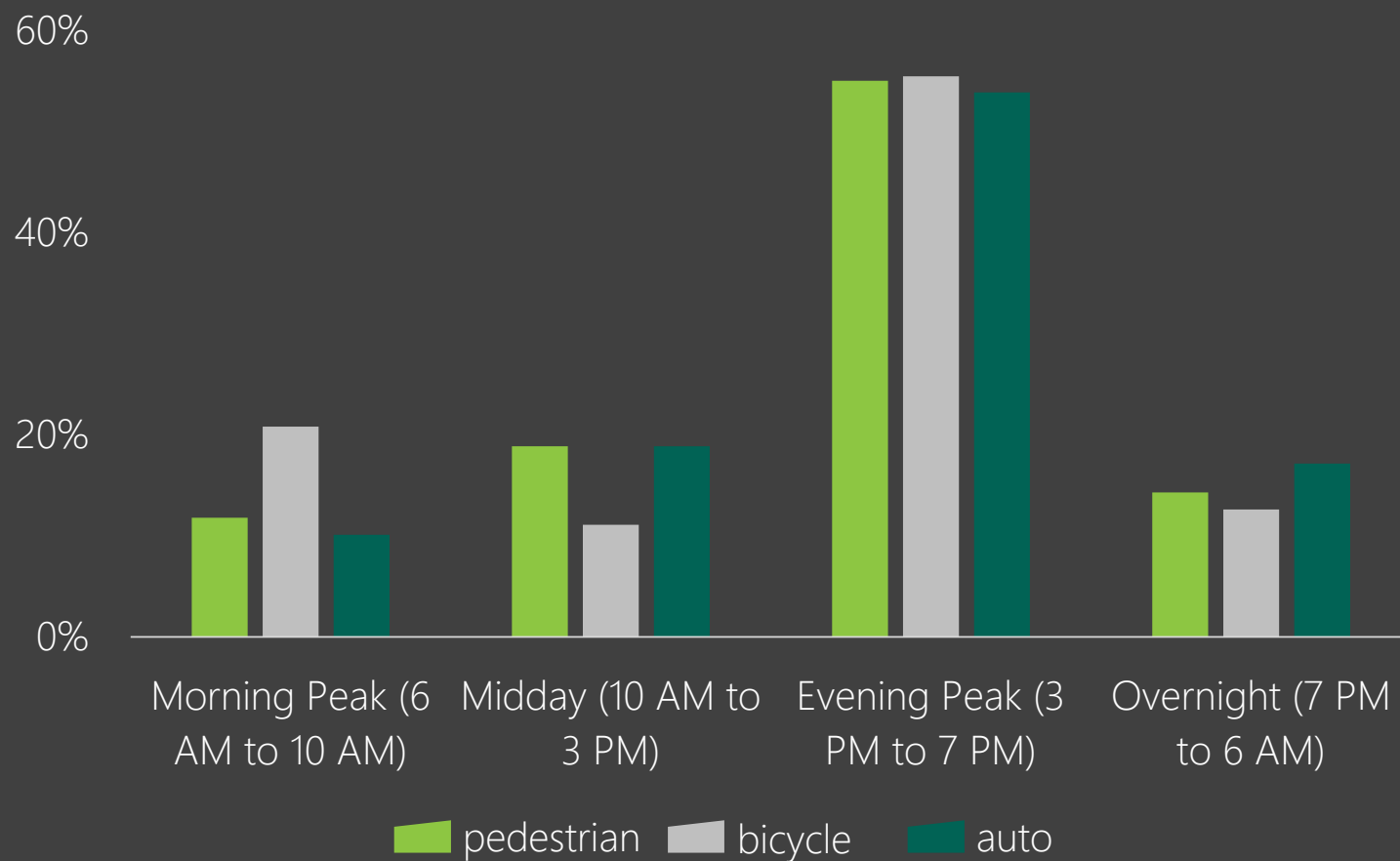


In **half** of bicycle KSI collisions, the bicyclist is recorded **at fault**



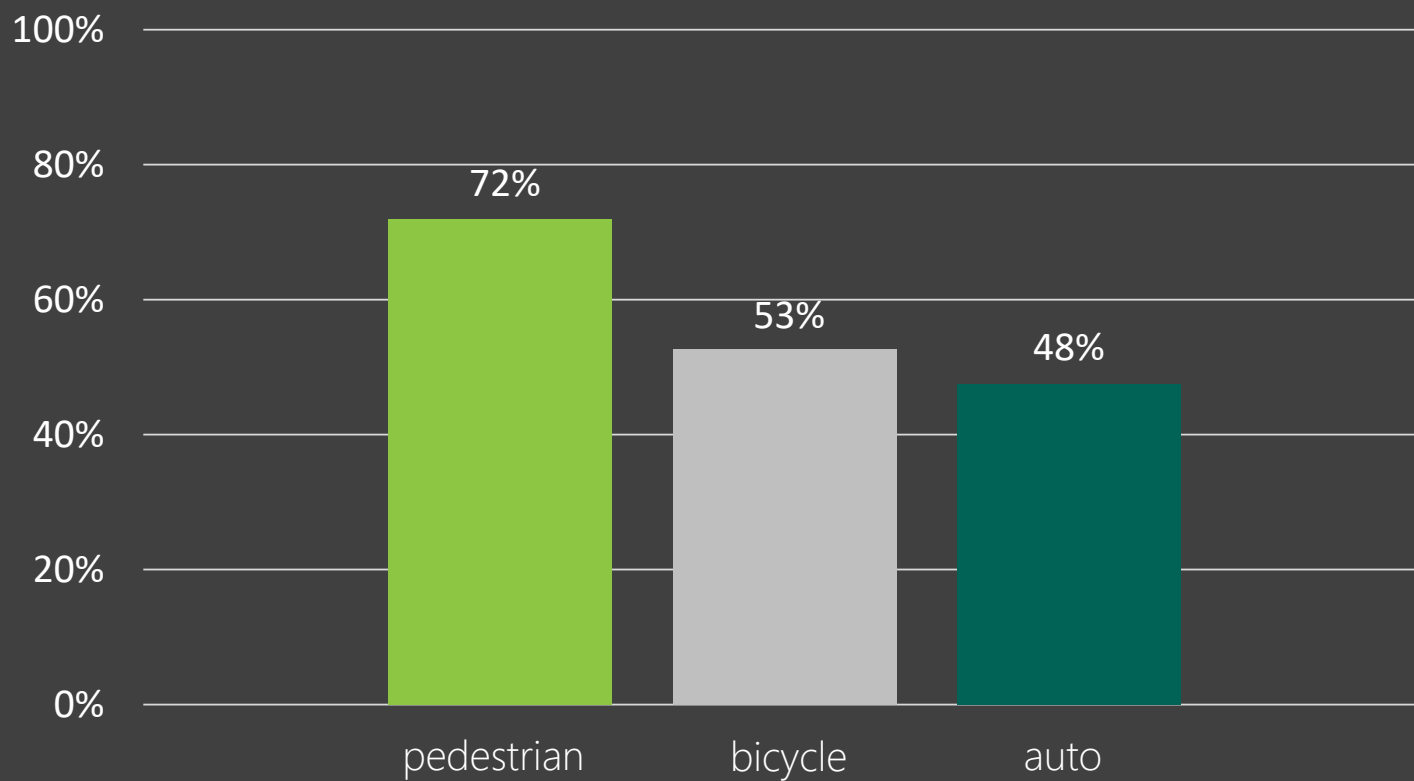
TIME OF DAY

City of Sunnyvale, 2012 - 2016, KSI Collisions



AT INTERSECTION

City of Sunnyvale, 2012 - 2016, KSI Collisions

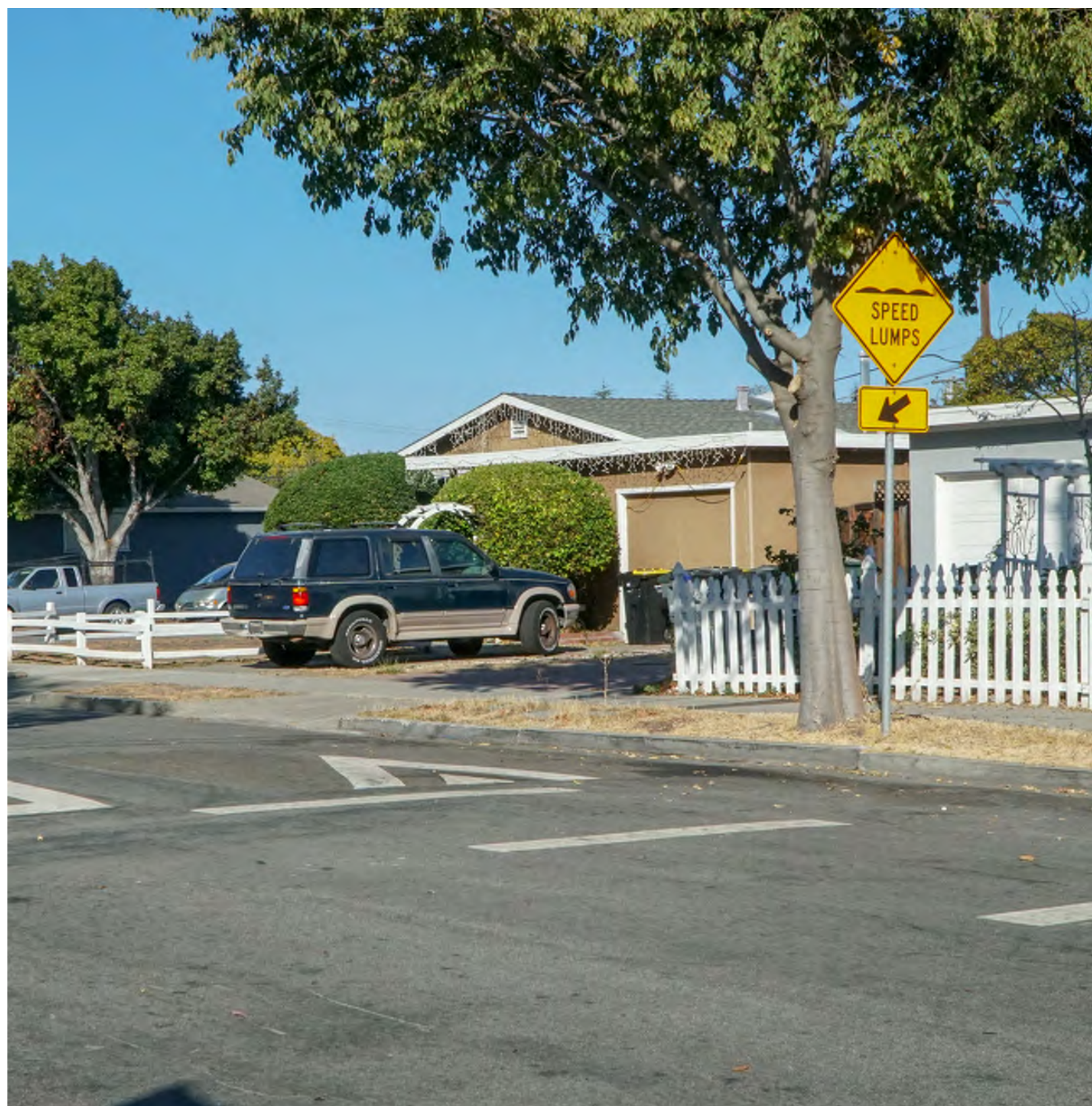


HIGH INJURY NETWORK



The HIN accounts for nearly **60%** of all fatal and severe injury collisions, on **10%** of the roadway network in Sunnyvale

C. COLLISION PROFILES AND COUNTERMEASURE PAIRINGS



Collision Profile Countermeasure Matrix

Countermeasure Categories	Countermeasures	Collision Profiles									
		1	2	3	4	5	6	7	8	9	10
		Bicycle & Pedestrian	Pedestrian	All Modes	All modes	Pedestrian	All Modes	Bicycle	All Modes	All Modes	Bicycle & Pedestrian
		Walking or bicycling on expressway, arterial or collector	Unmarked pedestrian crossing	Speed-related conflict	Left turn at signalized intersection	60+ year old pedestrian at intersection	Influence of drugs or alcohol	Midblock bicycle conflict	Conflicting through movement at intersection	Child walking or biking near school	Red light violation at signalized intersection
Signalization	Dilemma Zone Detection			x							x
	Pedestrian Countdown Signal Head	x				x				x	
	Increase Pedestrian Crossing Time, Pedestrian Detection	x			x	x				x	
	Leading Pedestrian Interval	x			x	x				x	
	New Traffic Signals	x		x		x				x	
	Pedestrian Hybrid Beacon	x	x			x				x	
	Pedestrian-Activated Crosswalk Sign		x			x				x	
	Pedestrian-Activated Crosswalk Beacon		x			x				x	
	Signal Timing Improvements (including extend all-red time)	x		x	x	x			x		x
Geometric	Bulbouts/ Curb Extensions	x	x	x	x	x				x	
	Sidewalk/Pathway to Close Gap	x								x	
	Consolidate Driveways	x						x		x	
	Narrow Lanes (11' minimum per Sunnyvale standards)	x		x				x			
	Pedestrian Refuge Islands/ Medians	x		x		x				x	
	Separated Bikeways (Cycle tracks)	x		x				x		x	
	Road Diets	x		x	x	x		x		x	
	Shared-Use/ Bicycle Path	x						x		x	

Collision Profile Countermeasure Matrix

Countermeasure Categories	Countermeasures	Collision Profiles									
		1	2	3	4	5	6	7	8	9	10
		Bicycle & Pedestrian	Pedestrian	All Modes	All modes	Pedestrian	All Modes	Bicycle	All Modes	All Modes	Bicycle & Pedestrian
		Walking or bicycling on expressway, arterial or collector	Unmarked pedestrian crossing	Speed-related conflict	Left turn at signalized intersection	60+ year old pedestrian at intersection	Influence of drugs or alcohol	Midblock bicycle conflict	Conflicting through movement at intersection	Child walking or biking near school	Red light violation at signalized intersection
Signs, Markings, Operational	Bike Box				x						
	Bike Intersection Markings				x				x		
	Bike Lane							x		x	
	Buffered Bike Lanes	x						x		x	
	Controlled Intersections/ New Stop Signs/ Convert 2-Way to 4-Way Stops		x	x					x	x	
	Green Paint/ Conflict Zones	x			x						
	High Visibility Crosswalks with Advance Stop or Yield Lines	x	x			x				x	
	Intersection, Street-Scale Lighting	x	x		x					x	
	Marked Crossings (unsignalized intersections)	x	x			x				x	
	Parking restrictions near intersections (nearside locations)	x	x			x			x	x	
	Protected Turns (turn pockets and protected or split signal phasing)	x		x	x	x					
	Restrict or Prohibit Turns (including Right Turn on Red Restriction)	x			x	x					
Speed Control Measures, Miscellaneous	Dynamic/Variable Speed Warning Signs	x		x						x	
	Speed Humps			x				x			
	Reduced Speed School Zone	x		x						x	
Education	Education, PSAs	x	x	x			x	x		x	x
Enforcement	Video enforcement for red light running and speeding	x		x							x
	Enforcement, More Officers	x	x	x			x	x		x	x

D. PRIORITY PROJECT CUT SHEETS (10)



El Camino Real between S. Mary Avenue and S. Mathilda Avenue

SunnyvaleVisionZero
Priority Project Location 1

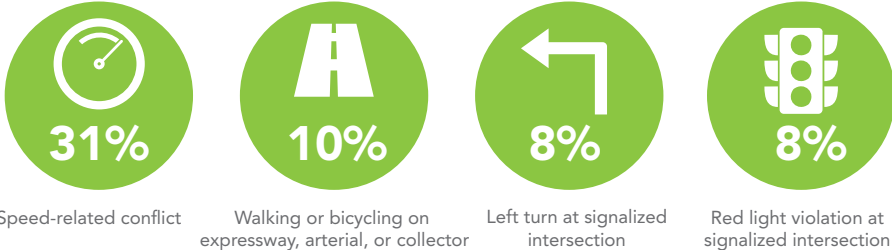
This study area extends 0.7 miles along El Camino Real between S. Mary Avenue and S. Mathilda Avenue. The project area is served by VTA Bus Routes 22 and Rapid 522, and major destinations in the vicinity of the corridor include Sunnyvale City Hall, Holiday Inn, Grand Hotel, and food services. El Camino Real in this section is generally 6 lanes with a speed limit of 40 miles per hour. There were 260 collisions on the project corridor between 2012 and 2016, including four severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterials, left turns at signalized intersections and red light violations at signalized intersections.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements



Mary Avenue Pedestrian Crossing

Data indicate one pedestrian-involved KSI collision occurred on Mary Avenue at an unmarked crossing in the project area. There are currently no marked crossings on Mary Avenue between El Camino Real and Iowa Avenue, a segment over 1,300' in length with fronting uses including Sunnyvale Christian School and Skywalk Bible Church. A new marked pedestrian crossing north of Olive Avenue would improve connectivity and safety. If provided, a new crossing should include a high-visibility crosswalk, advance limits lines, median refuge island, and pedestrian hybrid beacon (PHB), or pedestrian signal. Alternately, crosswalks could be installed at the intersection of Mary Avenue and Olive Avenue with all-way stop or traffic signal control. Any modifications would require evaluation and completion of appropriate engineering studies

El Camino Real Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real, including:

- Elimination of on-street parking
- Lane width reductions to 11' where feasible
- Buffered bike lanes
- Green pavement markings in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement
- Median fencing where feasible



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection improvements
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Median pedestrian refuge islands on El Camino Real
- Curb extensions to reduce turning radii
- Green two-stage bicycle queue boxes where feasible

El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue

SunnyvaleVisionZero
Priority Project Location 2

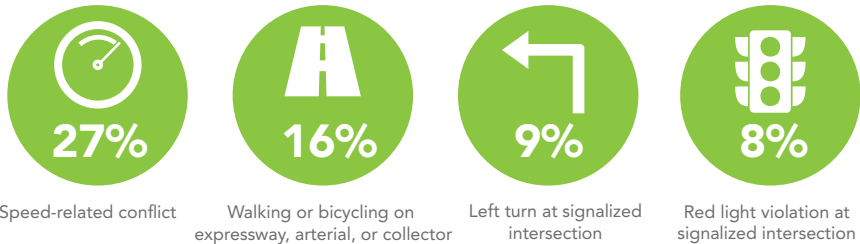
This study area extends 0.7 miles along El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue. The project area is served by VTA Bus Routes 22 and Rapid 522, and major destinations in the vicinity of the corridor include Allario Shopping Center, Helios School, Sprouts Farmers Market, Safeway, CVS, Pediatrics Sunnyvale Center, and food services. El Camino Real in this section is generally 6 lanes with a speed limit of 40 miles per hour. There were 173 collisions on the project corridor between 2012 and 2016, including six severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterials, left turns at signalized intersections and red light violations at signalized intersections.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

El Camino Real Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real including:

- Lane width reduction to 11’ where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zone
- Speed feedback signs and traffic enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual/physical impairment where feasible
- Faded sign replacement/extraneous sign removal
- Planting strip to separate sidewalk from roadway
- Bus/bike conflicts to be reduced where possible
- Transit amenity improvements
- High-visibility crosswalks
- Curb extensions to reduce curb radii
- Median fencing where feasible



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- Straighten crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- Median pedestrian refuge island
- More vehicle signal heads to improve visibility
- Possible elimination of right-turn pork chop island on south-east corner of the El Camino Real and S. Fair Oaks Avenue intersection
- Protected left turns and turn lanes on Cezanne Drive
- Bike box on southbound Cezanne Drive



Midblock crossing on El Camino Real

Data indicate pedestrian-involved KSI collisions occurred on this segment of El Camino Real. Midblock crosswalks along with enhanced crossing treatments, if warranted, should be considered to improve crossing safety for pedestrians at these locations. Treatments may include:

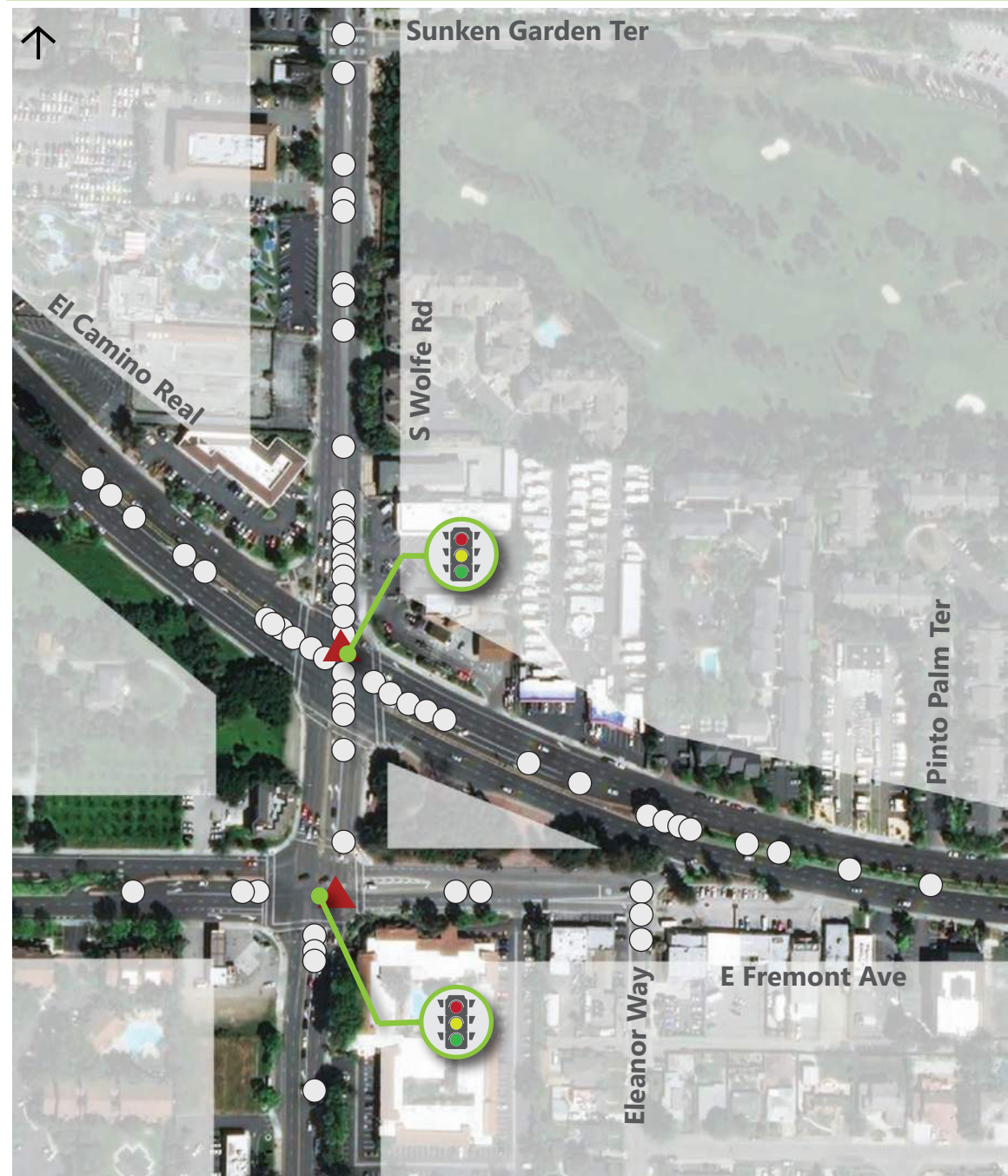
- Midblock high-visibility crosswalks with traffic signal or pedestrian hybrid beacon
- Median pedestrian refuge island
- Advance limit lines

Note: See Appendix E for corresponding conceptual layout.

El Camino Real, E. Fremont Avenue, and S. Wolfe Road

SunnyvaleVisionZero
Priority Project Location 3

This study location includes the area immediately surrounding the intersection complex at El Camino Real, E. Fremont Avenue, and S. Wolfe Road. The project location is served by VTA Bus Route 22, 26, and Rapid 522, and major destinations in the vicinity of the corridor include Golfand USA, Sunken Gardens Golf Course, food services, and Wild Palms Hotel. Each major roadway in the study area is 4 to 6 lanes wide with auxiliary turn lanes. There were 175 collisions in the study area between 2012 and 2016, including two severe/fatal collisions. Other notable collision patterns were left turns at signalized intersections, influence of drugs or alcohol, and red light violations at signalized intersections.



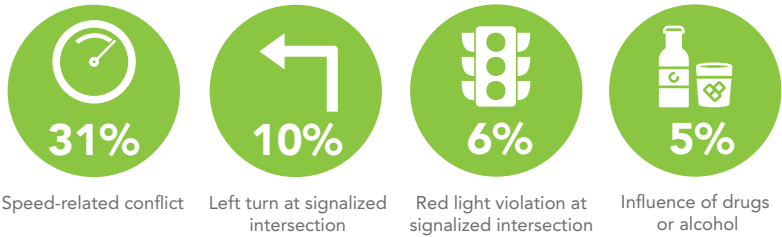
Note: Collision locations are shown diagrammatically based upon distance from the reported intersection. The exact travel lane or location in the roadway for each collision is not reflected.

KSI Vehicle Collision  KSI Bicycle Collision  KSI Pedestrian Collision  Non-KSI Collision 

Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

Area-wide Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real, Fremont Avenue and Wolfe Road, including:

- Lane width reduction to 11' where feasible
- Buffered bike lanes where feasible
- Green pavement marking in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement
- Improved street lighting



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- Curb extensions to reduce curb radii
- High visibility crosswalks
- Pedestrian refuge island
- Leading Pedestrian Interval (LPI)
- Restrict or prohibit permissive left turns
- Accessible Pedestrian Signal (APS) with countdown timers
- Passive in-crosswalk pedestrian detection
- Bicycle detection
- Green two-stage queue boxes where feasible

Remington Drive/Fair Oaks Avenue between Iris Avenue and Manet Drive

SunnyvaleVisionZero
Priority Project Location 4

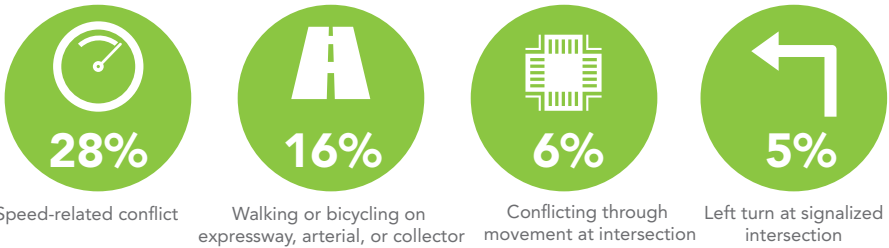
This study area extends 0.4 miles along Remington Drive between Iris Avenue and Manet Drive. The project area is served by VTA Bus Routes 22, 55 and Rapid 522, and major destinations in the vicinity of the corridor include Sunnyvale Community Center Park, food services, and offices. Remington Drive is generally 5 lanes wide in this section with a speed limit of 35 miles per hour. There were 140 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, left turns at signalized intersections and conflicting through movements at intersections.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements



Remington Drive Pedestrian Crossing

Data indicate one pedestrian-involved KSI collision occurred on Remington Drive at the Michelangelo Drive uncontrolled crossing. Enhanced crossing treatments, if warranted, should be considered to improve crossing safety for pedestrians. These treatments may include:

- Median pedestrian refuge island
- Advance limit or yield lines
- Flashing beacons, pedestrian hybrid beacon (PHB), or traffic signal

S. Fair Oaks Avenue and Remington Drive Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along the corridor, including:

- Elimination of on-street parking
- Lane width reductions to 11' where feasible
- Buffered bike lanes where feasible
- Green pavement markings in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement



Signalized Intersection Improvements

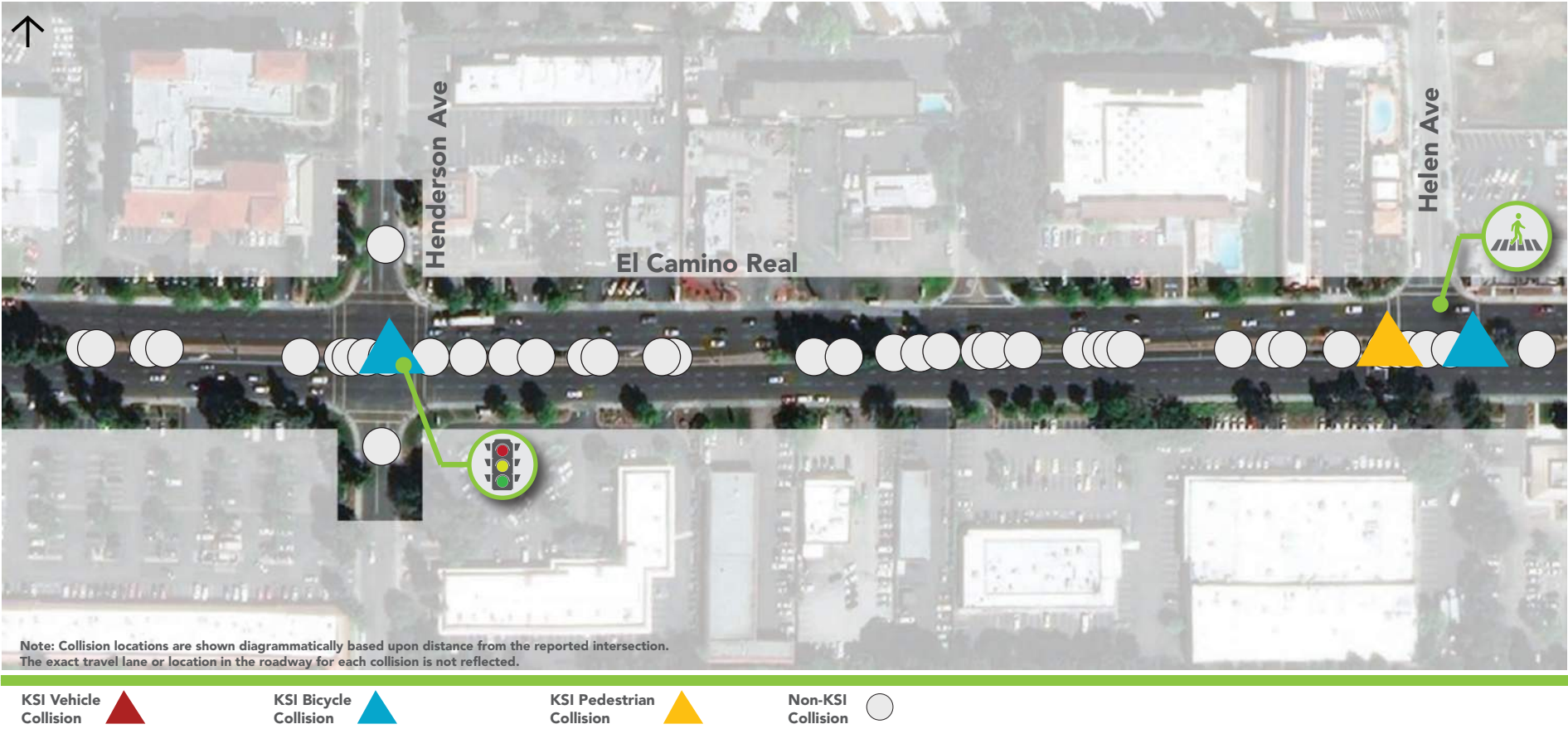
A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Adaptive pedestrian signal systems
- Bicycle detection improvements
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Median pedestrian refuge islands
- Curb extensions to reduce turning radii
- Green two-stage queue boxes where feasible

El Camino Real between Henderson Avenue and Helen Avenue

SunnyvaleVisionZero
Priority Project Location 5

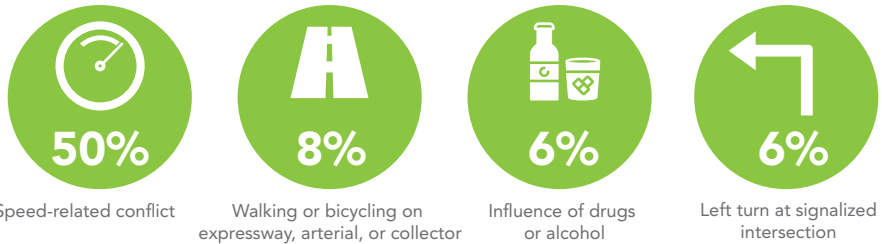
This study area extends 0.3 miles along El Camino Real between Henderson Avenue and Helen Avenue. The corridor is served by VTA Bus Routes 22 and Rapid 522, and major destinations in the vicinity of the corridor include Peterson Middle School and food and shopping services. El Camino Real is 6 lanes wide in this section with a speed limit of 35 miles per hour. There were 121 collisions on the project corridor between 2012 and 2016, including four severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, influence of drugs or alcohol and left turns at signalized intersections.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

El Camino Real Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along El Camino Real, including:

- Buffered bike lanes where feasible
- Elimination of on-street parking
- Lane width reductions to 11' where feasible
- Green pavement markings in conflict zones
- Directional curb ramps to assist pedestrians with visual impairment
- Speed feedback signs and enforcement
- Wider sidewalk
- Median fencing to discourage jaywalking where feasible
- Crossing supervision, if warranted.



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at the intersection of El Camino Real and Henderson Avenue:

- Curb extensions to reduce curb radii
- High visibility crosswalk with advance limit line
- Bike boxes where feasible
- Leading Pedestrian Interval (LPI)
- Side-street left-turn lanes with protected phasing
- Accessible Pedestrian Signal (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection
- 12" vehicle signal heads
- Parking restrictions near intersection
- Increased pedestrian crossing time



Uncontrolled Crossing at Helen Avenue

Data indicate two KSI collisions occurred on El Camino Real at or near the Helen Avenue uncontrolled crossing. Enhanced crossing treatments, if warranted, should be considered to improve crossing safety for pedestrians. These treatments may include:

- High visibility crosswalks
- Median pedestrian refuge island
- Flashing beacons, pedestrian hybrid beacon (PHB), or traffic signal

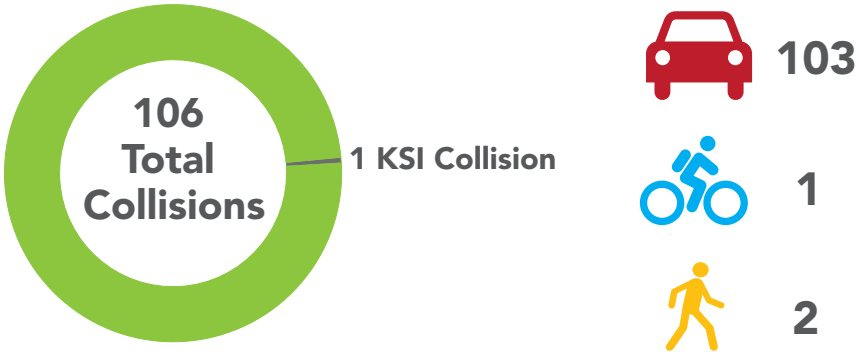
N. Mathilda Avenue and W. Maude Avenue

SunnyvaleVisionZero
Priority Project Location 6

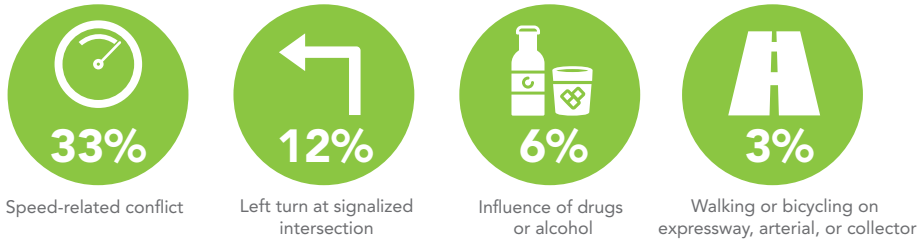
This study area extends 0.3 miles along N. Mathilda Avenue between Del Rey Avenue and Indio Avenue and 0.2 miles along W. Maude Avenue between Mathilda Avenue and San Angelo Avenue . The corridor is served by VTA Bus Route 54, and major destinations in the vicinity of the corridor include offices such as Apple and LinkedIn buildings, food services, and Trinity Church of Sunnyvale. N. Mathilda Avenue width in this section varies between 6 to 11 lanes with a speed limit of 45 miles per hour. There were 106 collisions in this study area between 2012 and 2016, including one severe/fatal collision. Collisions on the corridor often involved speed. Other notable collision patterns were left turns at signalized intersections, people walking or bicycling on arterials, and influence of drugs or alcohol.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

N. Mathilda Avenue Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along N. Mathilda Avenue including:

- Lane width reduction to 11' where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zone
- Speed feedback signs and traffic enforcement
- Improved street lighting



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- 12" vehicle signal heads
- Curb extensions to reduce turning radii and eliminate pork chop islands where feasible
- Improved traffic signal timing
- Dilemma zone detection
- Side-street left-turn lanes with protected phasing
- Green two-stage queue boxes where feasible



Marked Crosswalk at Del Rey Avenue

Del Rey Avenue may be a candidate for a marked pedestrian crossing due to the long distance between crosswalks and connection between key destinations. This location is adjacent to a bus stop serving VTA Bus Route 54, Apple and LinkedIn buildings, motels and a residential neighborhood. The next signalized intersections to the north and south are located more than 700 feet from this crossing location. A new marked crossing south of Del Rey Avenue would improve connectivity and eliminate the need for transit riders to jaywalk across Mathilda Avenue . If provided, a new crossing should include a high-visibility crosswalk, advance limits lines, median refuge island, and pedestrian or full traffic signal.

N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue

SunnyvaleVisionZero
Priority Project Location 7

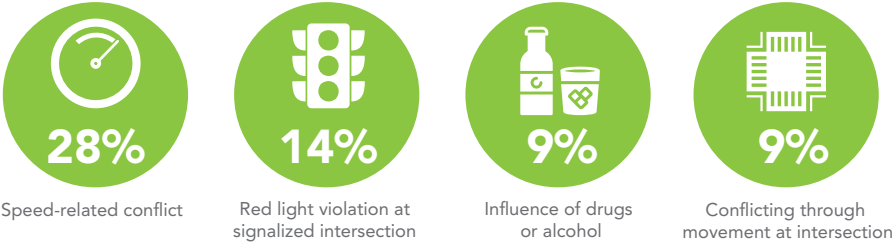
This study area extends 0.3 miles along N. Fair Oaks Avenue between Balsam Avenue and E. Taylor Avenue. The corridor is served by VTA Bus Routes 26 and 55, and major destinations in the vicinity of the corridor include Fair Oaks Park and The King’s Academy. N. Fair Oaks Avenue in this section is 4 lanes with turn lanes at major intersections and a speed limit of 30 miles per hour. There were 80 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were red light violations at signalized intersections, influence of drugs or alcohol, and conflicting through movements at intersections.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

N. Fair Oaks Avenue Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along N. Fair Oaks Avenue including:

- Lane width reduction to 11’ where feasible
- Green pavement marking in conflict zones
- Speed feedback signs and enforcement
- Improved street lighting



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Curb extensions to reduce turning radii
- Parking restrictions near intersections
- Improved traffic signal timing
- Improved dilemma zone detection



Marked Crosswalks at Balsam Avenue

Balsam Avenue may be a candidate for a marked pedestrian crossing due to the long distance between crosswalks and connection between key destinations. Community workshop participants requested safety countermeasures across N. Fair Oaks Avenue to provide safe access to the Fair Oaks Park located northeast of Maude Avenue. Per their comments, there are many park users and children crossing N. Fair Oaks Avenue to access the park. If provided, a new crossing should include a high-visibility crosswalk, advance limits lines, median refuge island, and pedestrian hybrid beacon (PHB) or pedestrian signal. Any modifications would require evaluation and completion of appropriate engineering studies.

Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue

SunnyvaleVisionZero
Priority Project Location 8

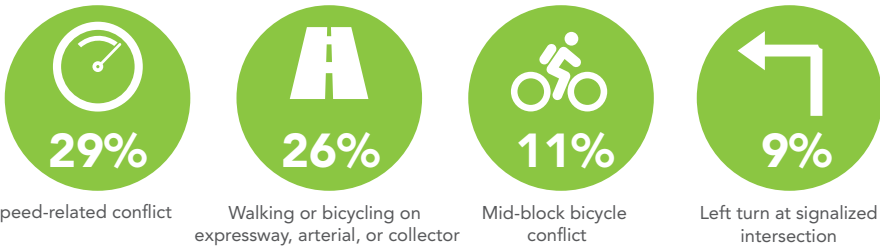
This study area extends 0.3 miles along Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue. Major destinations in the vicinity of the corridor include Fremont Corners Shopping Center, St John’s Lutheran Church, Fremont High School, and 24 Hour Fitness. Fremont Avenue in this section is 4 to 6 lanes with auxiliary turn lanes at major intersections and a speed limit of 40 miles per hour. There were 35 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, left turns at signalized intersections, and mid-block bicycle conflicts.



Collision History (2012-2016)



Notable Collision Patterns



KSI Vehicle Collision (Red Triangle) KSI Bicycle Collision (Blue Triangle) KSI Pedestrian Collision (Yellow Triangle) Non-KSI Collision (White Circle)

Potential Improvements

Fremont Avenue Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along Fremont Avenue including:

- Lane width reduction to 11’ where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zone
- Speed feedback signs and traffic enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual impairment
- High-visibility crosswalks
- Reduction in median cuts to reduce turn conflicts where feasible
- Pedestrian crossing across Fremont Avenue at Floyd Avenue
- Reduction in number of lanes, where feasible



Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- 12" vehicle signal heads to improve visibility
- Curb extensions to reduce turning radii
- Protected left turns and turn lanes on Manet Drive/Bobwhite Avenue
- Median pedestrian refuge island on Fremont Avenue where feasible
- Advance limit line at the intersection of Fremont Avenue and Sunnyvale-Saratoga Road

Note: See Appendix E for corresponding conceptual layout.

Homestead Road between Heron Avenue and Wolfe Road

SunnyvaleVisionZero
Priority Project Location 9

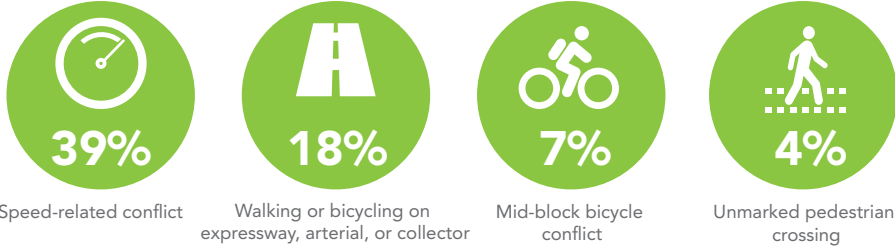
This study area extends 0.2 miles along Homestead Road between Heron Avenue and Wolfe Road. Major destinations in the vicinity of the corridor include Jesus Love Korean Church, Good Samaritan Preschool, Cupertino Village Mall, Apple Park, and food services. Homestead Road is 4 lanes wide in this section with a speed limit of 35 miles per hour. There were 28 collisions on the project corridor between 2012 and 2016, including two severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, mid-block bicycle conflicts, and pedestrians in unmarked pedestrian crossings.



Collision History (2012-2016)



Notable Collision Patterns



KSI Vehicle Collision KSI Bicycle Collision KSI Pedestrian Collision Non-KSI Collision

Potential Improvements

Homestead Road Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along Homestead Road including:

- Lane width reduction to 11' where feasible
- Buffered bike lane where feasible
- Green pavement marking in conflict zones
- Speed feedback signs and enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual impairment
- Painted or thermoplastic pavement markings in place of existing markers



Signalized Intersection Improvements

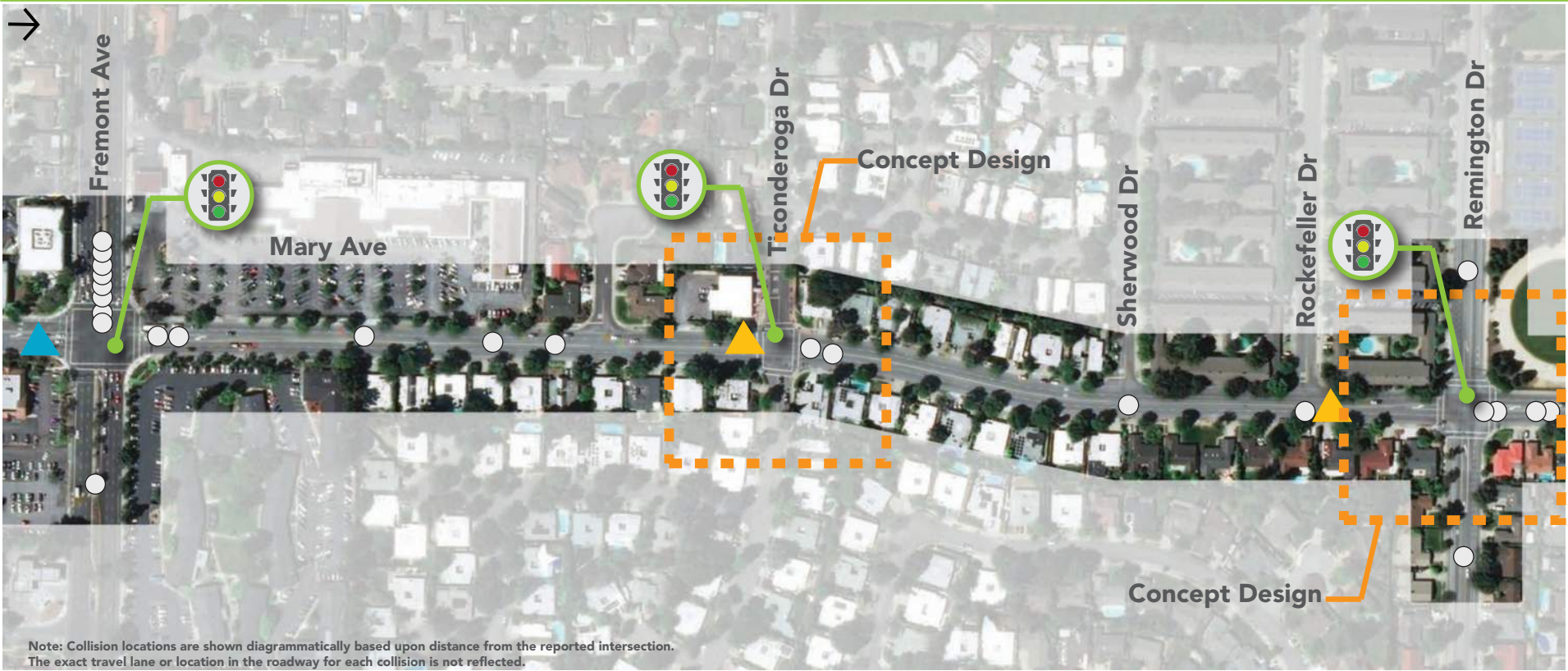
A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with count down timers
- Passive in-crosswalk pedestrian detection
- Bicycle detection
- Leading pedestrian intervals (LPI)
- 12" vehicle signal heads
- Improved traffic signal timing
- Pedestrian refuge islands where feasible
- Protected left-turn signals on Homestead Road at Heron Avenue

Mary Avenue between Remington Drive and Fremont Avenue

SunnyvaleVisionZero
Priority Project Location 10

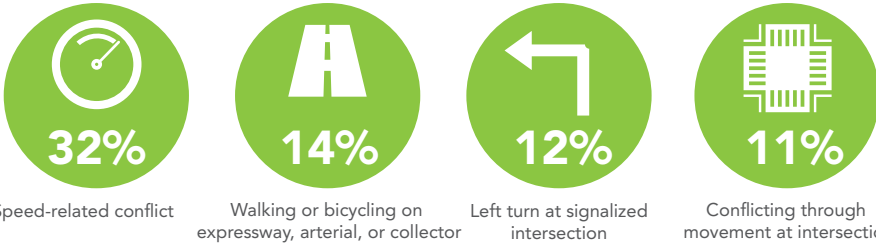
This study area extends 0.5 miles along Mary Avenue between Remington Drive and Fremont Avenue. The corridor is served by VTA Bus Route 53, and major destinations in the vicinity of the corridor include Westmoor Village Shopping Center, Sunnyvale Middle School, Walgreens, banks, and offices. Mary Avenue varies between 3 and 5 lanes with a speed limit of 35 miles per hour. There were 57 collisions on the project corridor between 2012 and 2016, including three severe/fatal collisions. Collisions on the corridor often involved speed. Other notable collision patterns were people walking or bicycling on the arterial, left turns at signalized intersections, and conflicting through movements at intersections.



Collision History (2012-2016)



Notable Collision Patterns



Potential Improvements

Mary Avenue Corridor Improvements

Collision analysis and community feedback indicated that a number of corridor-wide improvements would help improve user comfort and safety along Mary Avenue including:

- Lane width reduction to 11' where feasible
- Green pavement marking in conflict zones
- Speed feedback signs and traffic enforcement
- Improved street lighting
- Directional curb ramps to assist pedestrians with visual impairment
- ADA upgrades to meet current standards at all locations
- Southbound speed feedback sign near Sherwood Drive



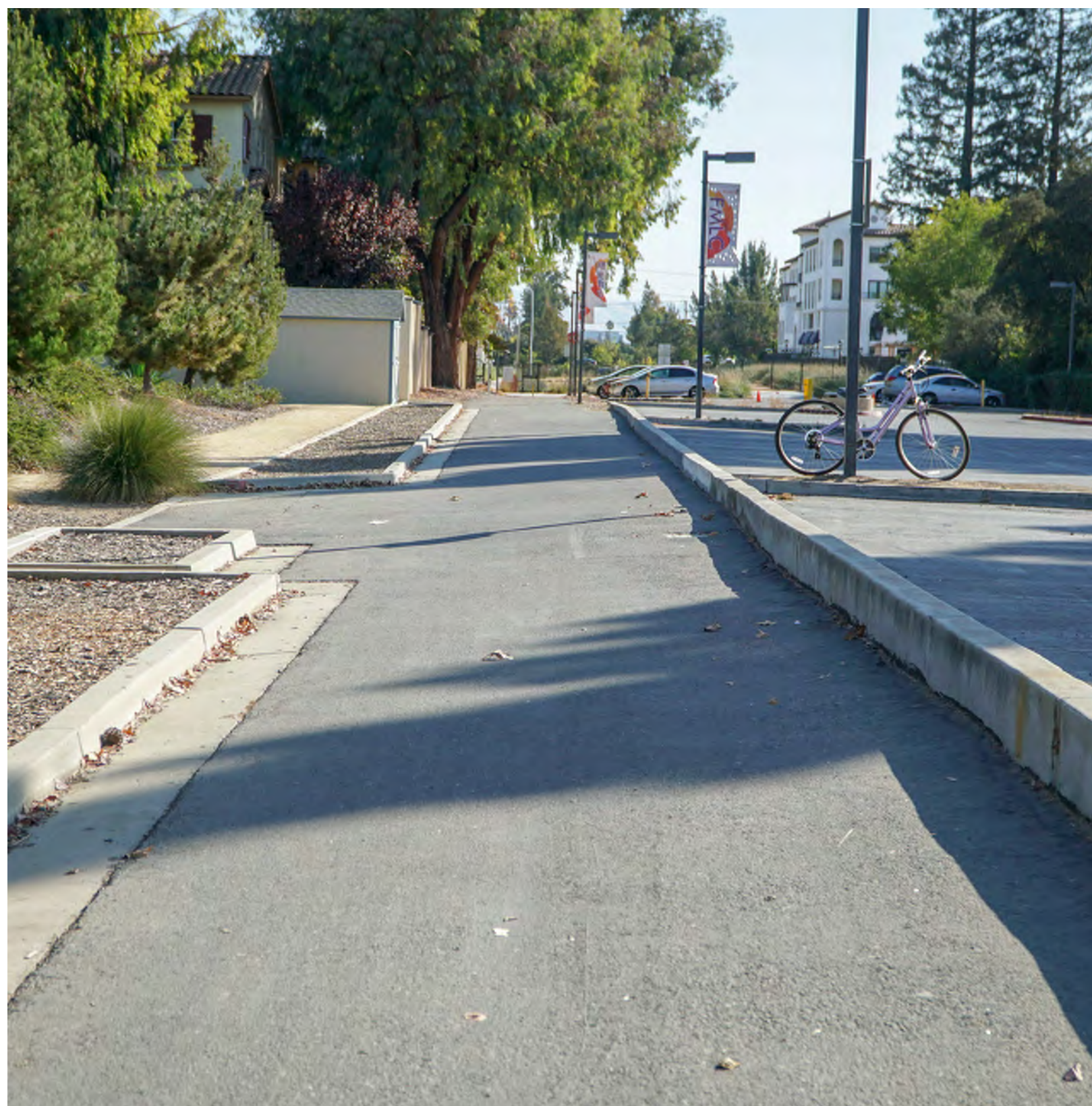
Signalized Intersection Improvements

A majority of collisions for all modes in this segment occurred at or near the existing signalized intersections. Providing the following features would help to improve safety at those locations:

- High-visibility crosswalks
- Accessible pedestrian signals (APS) with countdown timers
- Increased pedestrian crossing time
- Adaptive pedestrian signal systems
- Bicycle detection
- Leading Pedestrian Intervals (LPI)
- Curb extensions to reduce turning radii
- Green marking in conflict zones and through intersections
- Potential protected intersection designs at Mary Avenue/Remington Drive and Mary Avenue/Fremont Avenue
- Median pedestrian refuge island
- Modify buffered bicycle lane striping on eastbound Fremont Avenue

Note: See Appendix E for corresponding conceptual layout.

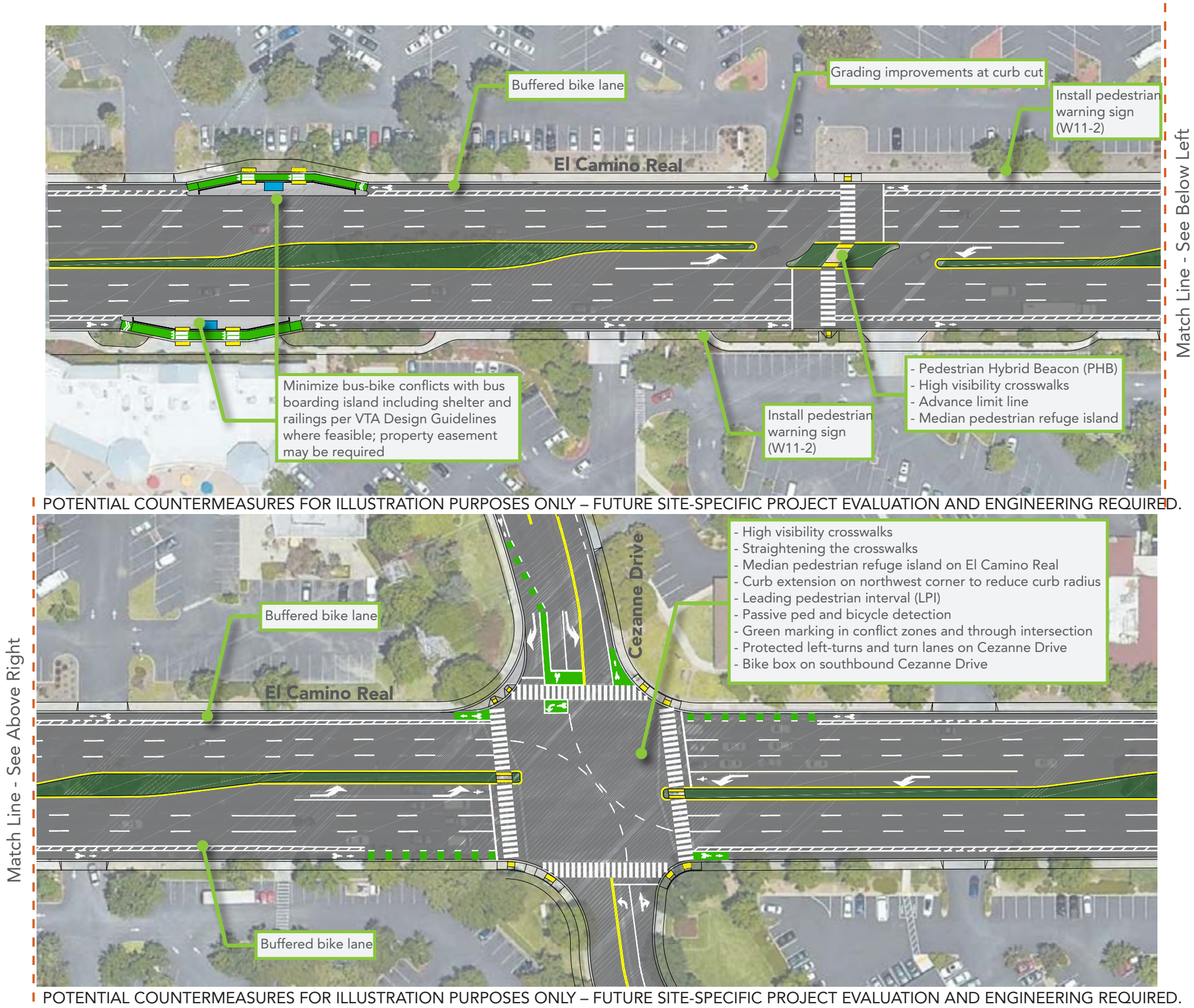
E. PRIORITY PROJECT CONCEPTUAL LAYOUTS (3)



El Camino Real between S. Taaffe Street and S. Fair Oaks Avenue

SunnyvaleVisionZero

Conceptual Layout* - Priority Project Location 2

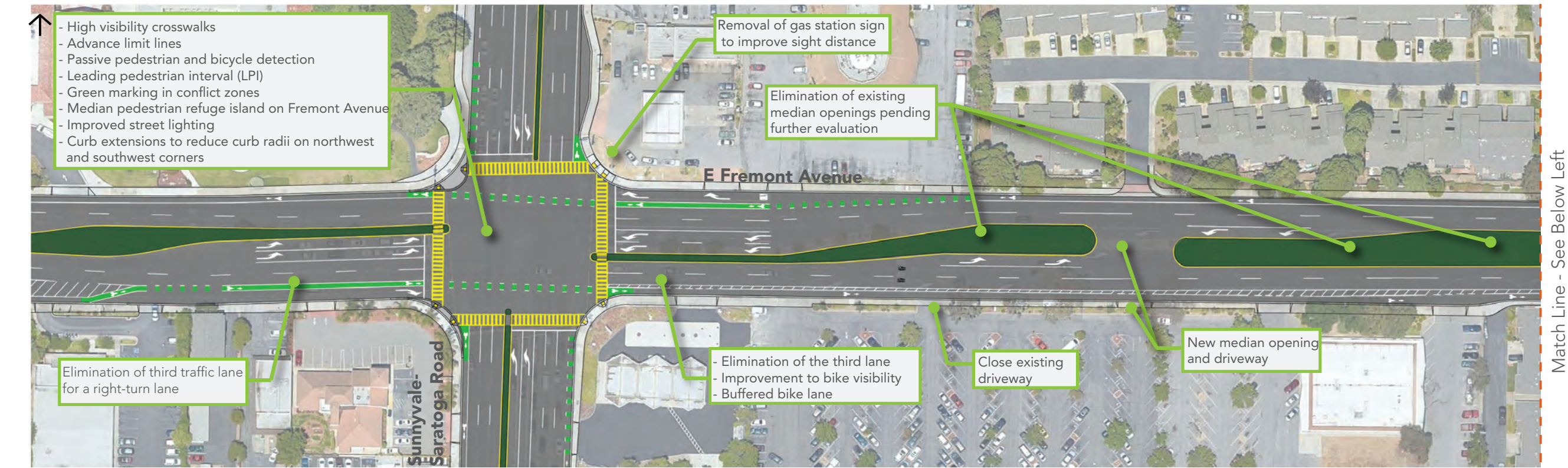


* Three priority projects were chosen as representative examples for further development as conceptual layouts. They represent an array of discrete contexts, typologies, and challenges. The conceptual layouts do not represent proposed improvements at specific locations, but rather allow stakeholders and residents to visualize potential real-life applications of various countermeasures and treatments in familiar contexts.

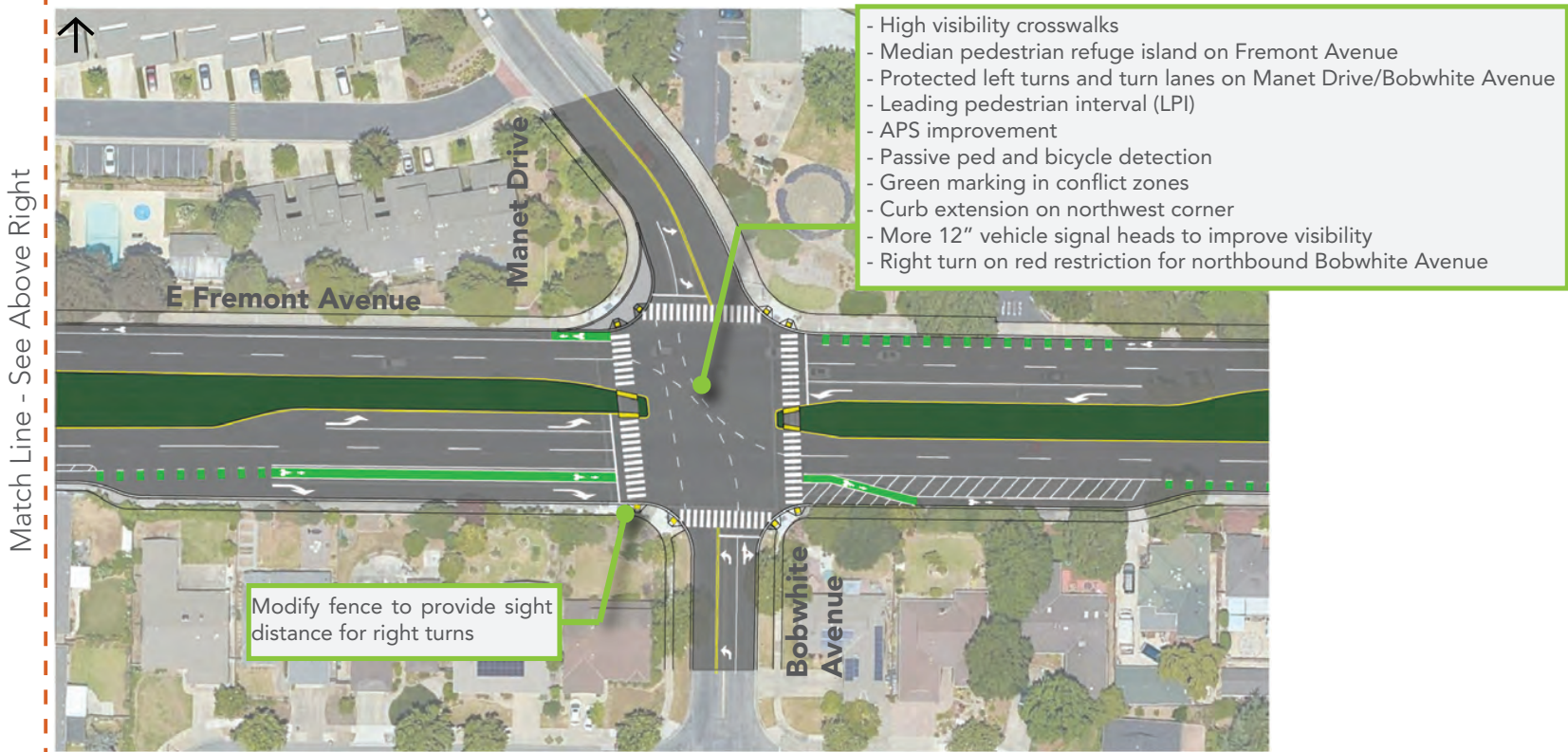
These were utilized to conduct walking tours along the three selected priority project corridors to collect feedback from participants about the potential improvements. Based on the comments received, the drawings were refined to produce the final conceptual layouts. The resulting conceptual layouts depict treatments that could be applied at a variety of locations throughout the City based on the outcome of further evaluation, engineering analysis, and design development.

Fremont Avenue between Sunnyvale-Saratoga Road and Floyd Avenue

SunnyvaleVisionZero
Conceptual Layout*
Priority Project Location 8



POTENTIAL COUNTERMEASURES FOR ILLUSTRATION PURPOSES ONLY – FUTURE SITE-SPECIFIC PROJECT EVALUATION AND ENGINEERING REQUIRED.



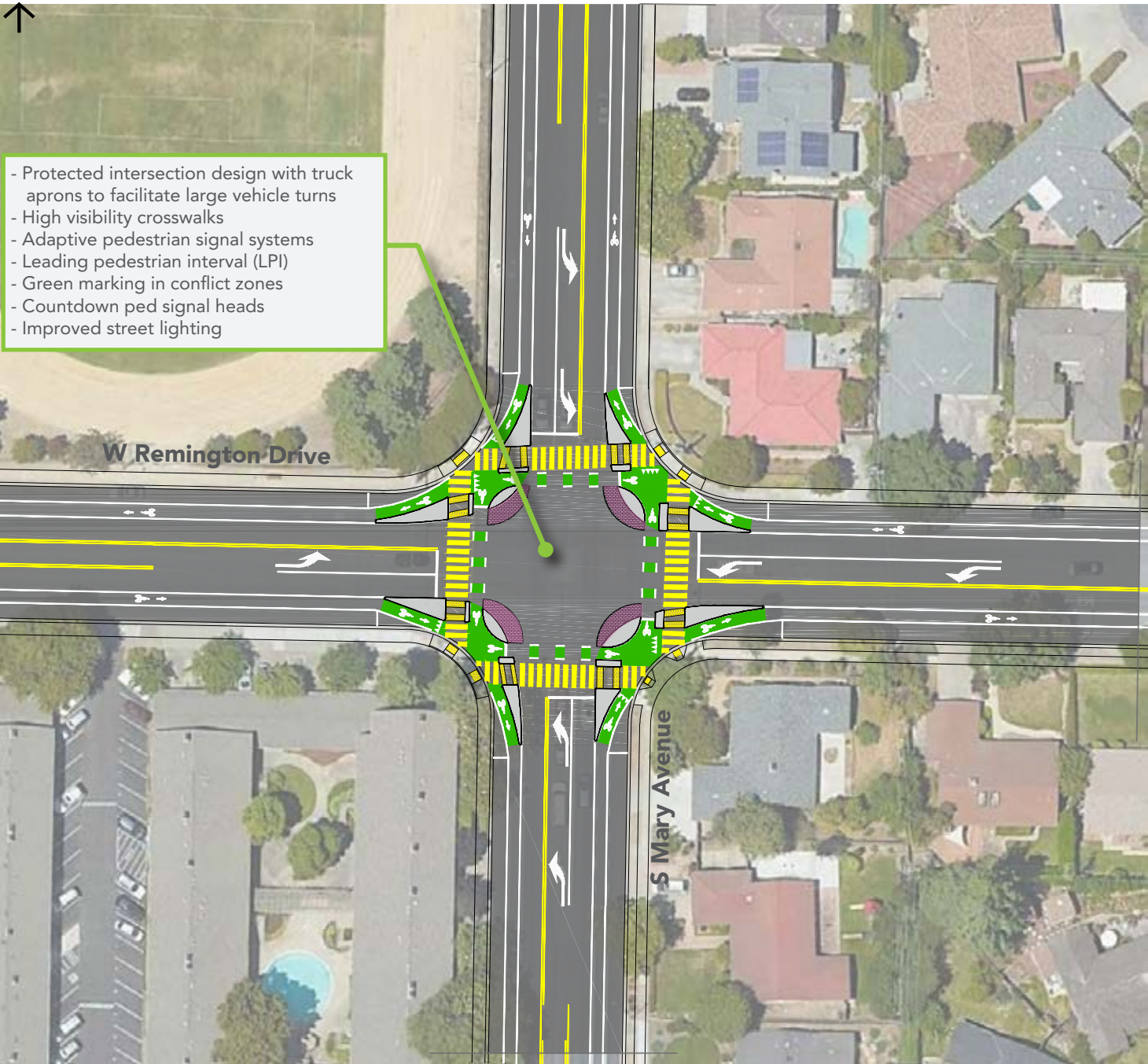
POTENTIAL COUNTERMEASURES FOR ILLUSTRATION PURPOSES ONLY – FUTURE SITE-SPECIFIC PROJECT EVALUATION AND ENGINEERING REQUIRED.

* Three priority projects were chosen as representative examples for further development as conceptual layouts. They represent an array of discrete contexts, typologies, and challenges. The conceptual layouts do not represent proposed improvements at specific locations, but rather allow stakeholders and residents to visualize potential real-life applications of various countermeasures and treatments in familiar contexts.

These were utilized to conduct walking tours along the three selected priority project corridors to collect feedback from participants about the potential improvements. Based on the comments received, the drawings were refined to produce the final conceptual layouts. The resulting conceptual layouts depict treatments that could be applied at a variety of locations throughout the City based on the outcome of further evaluation, engineering analysis, and design development.

Mary Avenue between Remington Drive and Fremont Avenue

SunnyvaleVisionZero
Conceptual Layout* - Priority Project Location 10



POTENTIAL COUNTERMEASURES FOR ILLUSTRATION PURPOSES ONLY – FUTURE SITE-SPECIFIC PROJECT EVALUATION AND ENGINEERING REQUIRED.

S Mary Avenue/W Remington Drive



POTENTIAL COUNTERMEASURES FOR ILLUSTRATION PURPOSES ONLY – FUTURE SITE-SPECIFIC PROJECT EVALUATION AND ENGINEERING REQUIRED.

S Mary Avenue/Ticonderoga Drive

* Three priority projects were chosen as representative examples for further development as conceptual layouts. They represent an array of discrete contexts, typologies, and challenges. The conceptual layouts do not represent proposed improvements at specific locations, but rather allow stakeholders and residents to visualize potential real-life applications of various countermeasures and treatments in familiar contexts.

These were utilized to conduct walking tours along the three selected priority project corridors to collect feedback from participants about the potential improvements. Based on the comments received, the drawings were refined to produce the final conceptual layouts. The resulting conceptual layouts depict treatments that could be applied at a variety of locations throughout the City based on the outcome of further evaluation, engineering analysis, and design development.





City of Sunnyvale

Agenda Item

25-0934

Agenda Date: 10/28/2025

SUBJECT

Approve Successor Agency to the Redevelopment Agency Meeting Minutes of September 9, 2025

RECOMMENDATION

Approve the City Council Meeting Minutes of September 9, 2025 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, September 9, 2025

4:30 PM

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

**Special Meeting: Closed Session - 4:30 PM | Special Meeting: Study Session - 6 PM |
Regular Meeting - 7 PM | Joint Meeting with Successor Agency to the Redevelopment
Agency - 7 PM**

7 P.M. (OR SOON THEREAFTER) JOINT MEETING OF CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

Call to Order

Agency Chair/Mayor Klein called the joint meeting of the City Council and
Successor Agency to the Redevelopment Agency meeting to order at 12:41 a.m.

Roll Call

Present - Agency Chair/Mayor Klein
Agency Vice Chair/Vice Mayor Sell
Agency Member/Councilmember Cisneros
Agency Member/Councilmember Srinivasan
Agency Member/Councilmember Chang
Agency Member/Councilmember Le

Absent - Agency Member/Councilmember Mehlinger

Agency Member/Councilmember Mehlinger's absence is excused.

Oral Communications

None.

Consent Calendar

Public Comment opened at 12:44 a.m.
No speakers.
Public Comment closed at 12:44 a.m.

MOTION: Agency Vice Chair Sell moved and Agency Member Srinivasan
seconded the motion to approve agenda items 1.A through 1.C.

The motion carried with the following vote:

Yes: 6 - Agency Chair Klein
Agency Vice Chair Sell
Agency Member Cisneros
Agency Member Srinivasan
Agency Member Chang
Agency Member Le

No: 0

Absent: 1 - Agency Member Mehlinger

5.A [25-0903](#) Approve Successor Agency to the Redevelopment Agency Meeting Minutes of October 16, 2018

Approve the Successor Agency to the Redevelopment Agency Meeting Minutes of October 16, 2018 as submitted.

5.B [25-0922](#) Approve Successor Agency to the Redevelopment Agency Meeting Minutes of March 26, 2019

Approve the Successor Agency to the Redevelopment Agency Meeting Minutes of March 26, 2019 as submitted.

5.C [25-0160](#) Approve Successor Agency to the Redevelopment Agency Meeting Minutes of December 13, 2022

Approve the Successor Agency to the Redevelopment Agency Meeting Minutes of December 13, 2022 as submitted.

MOTION: Agency Vice Chair Sell moved and Agency Member Cisneros seconded the motion to hear agenda item 6.

The motion carried with the following vote:

Yes: 6 - Agency Chair/Mayor Klein
Agency Vice Chair/Vice Mayor Sell
Agency Member/Councilmember Cisneros
Agency Member/Councilmember Srinivasan
Agency Member/Councilmember Chang
Agency Member/Councilmember Le

No: 0

Absent: 1 - Agency Member/Councilmember Mehlinger

PUBLIC HEARINGS/GENERAL BUSINESS

- 6 [25-0830](#) Adopt a Resolution of the City Council of the City of Sunnyvale and a Resolution of the Successor Agency to the Redevelopment Agency of the City of Sunnyvale Approving, Authorizing, and Directing Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the Sunnyvale Financing Authority

Finance Director Matt Paulin provided the staff report.

Public Hearing opened at 12:47 a.m.

No Speakers

Public Hearing closed at 12:47 p.m.

City Council

MOTION: Vice Mayor Sell moved and Councilmember Srinivasan seconded the motion to approve Alternative 1: Adopt a Resolution of the City Council of the City of Sunnyvale Approving, Authorizing, and Directing Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the Sunnyvale Financing Authority.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Sell
Councilmember Cisneros
Councilmember Srinivasan
Councilmember Chang
Councilmember Le

No: 0

Absent: 1 - Councilmember Mehlinger

Successor Agency to the Redevelopment Agency

MOTION: Agency Vice Chair Sell moved and Agency Member Srinivasan seconded the motion to approve Alternative 2: Adopt a Resolution of the City

Council Acting as the Successor Agency to the Redevelopment Agency of the City of Sunnyvale Approving, Authorizing, and Directing Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the Sunnyvale Financing Authority.

The motion carried with the following vote:

Yes: 6 - Agency Chair Klein
Agency Vice Chair Sell
Agency Member Cisneros
Agency Member Srinivasan
Agency Member Chang
Agency Member Le

No: 0

Absent: 1 - Agency Member Mehlinger

**ADJOURN JOINT CITY COUNCIL AND SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY MEETING**

Agency Chair/Mayor Klein adjourned the meeting at 12:49 a.m.



City of Sunnyvale

Agenda Item

25-0960

Agenda Date: 10/28/2025

REPORT TO COUNCIL AND SUCCESSOR AGENCY

SUBJECT

Adopt Resolutions of the City Council and the Successor Agency Approving a Compensation Agreement to Allow the Transfer of Certain Properties Used for Public Parking from the Successor Agency to the City, and Authorizing the City Manager to Take All Actions Necessary to Implement the Compensation Agreement

BACKGROUND

The Successor Agency to the Sunnyvale Redevelopment Agency owns three public parking garages within the former redevelopment project area known as the Sunnyvale Town Center (within Block 18 of the Downtown Specific Plan). The activities of the Successor Agency are overseen by the Santa Clara County Oversight Board, which was put in place after the state abolished Redevelopment Agencies in 2012. The garages are the Successor Agency's only remaining property and must be transferred to the City so the Successor Agency can be dissolved. To transfer the property, the City must enter into a "compensation agreement" with Santa Clara County and all of the affected Taxing Entities (other government agencies). After extended discussions, County staff agreed to recommend approval of the draft compensation agreement in Attachment 3. Although titled a "compensation" agreement (the term used in the redevelopment dissolution law), this agreement does not require the City to provide monetary compensation.

EXISTING POLICY

Community Vision Goal IX: Dynamic Downtown: To create and support a strong and attractive traditional downtown which serves as the community's central marketplace, common gathering place and symbolic center.

Land Use and Transportation Policy LT-12.6: Create a strong, identifiable downtown that offers regional and citywide shopping opportunities and entertainment.

Downtown Specific Plan Policy C-1.4 Provide adequate access to parking in the Downtown while promoting trip reduction through parking management practices.

ENVIRONMENTAL REVIEW

The proposed actions are not a "project" that requires environmental review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that these actions will have a significant effect on the environment (CEQA Guidelines, Section 15061 (b)(3)). These actions are administrative in nature and will not result in any physical changes to the development projects that were studied in the Downtown Specific Environmental Impact Report certified by the City Council on August 11, 2020 (State Clearinghouse No. 2018052020).

DISCUSSION

History of the Sunnyvale Town Center Redevelopment

The Sunnyvale City Council established the Redevelopment Agency (RDA) on November 19, 1957 (Resolution No. 2600) to encourage and finance the redevelopment of the City's downtown. Like other RDAs throughout the state, the Sunnyvale RDA utilized a funding mechanism called "tax increment financing" that redirected a share of property tax revenue into the redevelopment project.

The Sunnyvale RDA engaged in relatively small-scale activities until the Sunnyvale Town Center Mall project of the mid-1970s. To build the mall, in 1978 the RDA used eminent domain and direct sales to acquire privately owned parcels in the downtown area between Washington, Mathilda, Iowa, and Sunnyvale Avenues. This area is commonly referred to as "Sunnyvale Town Center," also designated "Block 18" in the Downtown Specific Plan. As part of the mall development, the RDA transferred 24 acres within the Town Center to the mall developer, Ernest W. Hahn. To support the mall, the RDA constructed a large 2-story parking garage on two blocks of RDA-owned property between Mathilda and Town Center Lane (now Taaffe St.).

The mall opened in 1979 with Macy's and Montgomery Ward as anchor tenants. The J.C. Penney building was added to the east side of the mall in the early 1990s. Unfortunately, the mall struggled to compete with other regional malls and was in decline by the late 1990s. In 1998, Hahn's company, Sunnyvale Town Center Associates, sold the mall to American Mall Properties (AMP), except for the parcels belonging to Macy's, J.C. Penney, and Montgomery Ward, which were separately owned. The following year, the RDA entered into an agreement with AMP to renovate and expand the mall. Part of this agreement included a land swap whereby the RDA transferred 5.33 acres to AMP, and AMP transferred 4.07 acres to the RDA (including the surface parking lots next to Macy's and J.C. Penney).

AMP declared bankruptcy in 2002 without starting the mall renovation. Over the next decade, the City endured two failed redevelopment projects in the downtown. While the Sunnyvale Town Center redevelopment was stalled, some progress occurred during the 2000s, including the construction of three RDA-owned parking garages. In 2004, the owner of the former J.C. Penney property agreed to sell their parcel to the developer, which was essential for plans to re-establish the downtown street grid. Separately (not part of the RDA project), Target opened a new store in 2009 on the site of the former Montgomery Ward. Two office buildings on Mathilda Ave. were completed after the project entered receivership in 2011. Separate office and mixed-use projects were also completed on the north side of Washington Avenue, outside of the RDA area.

Redevelopment Dissolution

In 2012, the State of California enacted legislation to end all California redevelopment agencies. The movement to abolish RDAs was spurred by school districts and other local "taxing entities" to stop the diversion of property taxes to RDAs. The California Supreme Court upheld the legislation. As a result, RDAs were replaced by "successor agencies" subject to the authority of "oversight boards" that were charged with winding down the affairs of the RDAs. Disputes between Sunnyvale and Santa Clara County over various issues resulted in several years of litigation, with the last matter concluding in 2021.

Cityline Project

On December 10, 2015 (RTC 15-0444), the City Council and the Successor Agency approved the

transfer of the Town Center redevelopment project to STC Venture LLC, a joint venture consisting of J. P. Morgan Asset Management Fund, Sares Regis Group of Northern California, and Hunter Properties, Inc. On June 30, 2016 (RTC 16-0551), the Successor Agency approved an agreement with STC Venture titled the 2016 Modified and Restated Amended Disposition and Development and Owner Participation Agreement (abbreviated "MRADDOPA"). Since then, STC Venture has completed the Minimum Project called for by the MRADDOPA and is working with the City on plans for the final buildout of the Project area. STC Venture adopted the brand "Cityline" for the Project.

The Three Successor Agency Garages

Upon dissolution of the RDA, the Successor Agency became the owner of all property owned by the former RDA. Other than the three parking garages, all Successor Agency property was transferred either to the City or to STC Venture. These transfers included Plaza Del Sol (to the City) and the surface parking lot next to Macy's (to STC Venture).

The three garages owned by the Successor Agency are:

- **PD-1**, 325 S. Taaffe St. (APN 209-34-021), also known as "Pear" or the Cityline Flats "F" garage, located on Block 1, Lot 3, of the Town Center project area.
- **PD-2**, 225 S. Taaffe St. (APN 209-34-025), also known as "Orange" or the Cityline Flats "E" garage, located on Block 2, Lot 4, of the Town Center project area.
- **PD-5**, 379 S. Sunnyvale Ave. (APN 209-35-013), also known as the "Penney's garage" or the AMC/Whole Foods garage, located on Block 5, Lot 2, of the Town Center project area.

PCE Contamination

The groundwater underneath Town Center Block 5 (the Penney's garage) is contaminated by a plume of perchloroethylene (PCE) from a former dry cleaning business. The contamination was discovered in 2007 and underwent aggressive remediation efforts for several years. Currently, the PCE levels are low enough that the Regional Water Quality Control Board only requires monitoring; however, the Regional Water Quality Control Board has not issued a "no further action" letter because the PCE levels are still higher than the threshold levels. The Successor Agency and STC Venture share monitoring costs 50-50 in accordance with the MRADDOPA. The PCE plume poses no hazard to users of the garage or adjacent open space. However, PCE vapor can accumulate in enclosed spaces and pose a long-term risk to building occupants without adequate ventilation or vapor barriers.

Garage Transfers

In 2018, the City attempted to transfer the garages on Taaffe Street from the Successor Agency to the City. However, the California Department of Finance disapproved the transfer because it did not serve a governmental purpose, as it involved contractually dedicated parking for adjoining businesses and apartment residents. Although the construction of the garages was not funded with tax increment financing, Santa Clara County argued that, in return for approval of the transfer, the City should pay compensation to the Taxing Entities for these private uses in the event the City ever receives revenue from the garages in the future.

Since 2018, the City Attorney and County Counsel's office have continued to discuss options for

transferring the garages in order to wind down the Successor Agency. After receiving direction from City Council at a closed session on March 18, 2025, the parties were able to reach agreement on a “compensation agreement” that involves no payment or future revenue sharing with the Taxing Entities. The County has also agreed that the City can be reimbursed for the cost of a 10-year environmental liability insurance policy via the Recognized Obligation Payment Schedule (ROPS), which is the legal mechanism that allows tax increment financing to be used for the Successor Agency’s enforceable obligations. Upon approval by the Taxing Entities and the California Department of Finance-which the County has agreed to support-the parties will execute the agreement, and thereafter the Successor Agency will transfer the property to the City. Upon transfer of the garages, the City will assume all liability for the properties associated with the PCE contamination, and the Successor Agency, the County, and the Taxing Entities will be released from liability.

After the property is transferred and the Successor Agency has been reimbursed for the cost of the liability insurance policy, the Successor Agency can be dissolved in accordance with dissolution laws, as it no longer has any enforceable obligations, owns no property, and has resolved all litigation. To dissolve the Successor Agency, the City Council, acting as the Successor Agency, will adopt a resolution requesting dissolution. The request requires approval by the Oversight Board and the California Department of Finance.

Implementation of the Compensation Agreement

To implement the terms of the Compensation Agreement, the Resolutions in Attachment 1 and 2 will authorize the City Manager, and the City Manager in his role as Executive Director of the Successor Agency, to take all actions necessary to implement the Compensation Agreement including approval and execution of quitclaim deeds, certificates of acceptance, assignments, and covenants, conditions and restrictions and any other ancillary documents that are necessary to transfer the property and to assign the contractual rights and duties of the Successor Agency to the City. The Successor Agency is a party to several agreements that will be assigned to the City, including, but not limited to, the MRADDOPA and the Public Parking Ground Lease, as well as several other agreements related to public access, public parking, and other matters affecting the use and operation of the Project.

FISCAL IMPACT

Operation and Maintenance. The garages are maintained and operated by STC Venture pursuant to a 75-year Public Parking Ground Lease that will expire in 2082. Therefore, there is no immediate fiscal impact related to their maintenance and operations.

PCE Contamination on Block 5. After PD-5 is transferred to the City, the City will be responsible for 50% of the costs associated with the PCE plume on Block 5. These costs will be paid by the General Fund. Since FY 19/20 the Successor Agency’s share of the monitoring costs has been around \$8,000 to \$15,000 per year. In addition to annual monitoring, there will likely be one-time expenses for new monitoring equipment when necessary. Finally, it’s possible that annual costs could increase in the future due to new or stricter regulations, a rebound in PCE levels, or the migration of the plume under neighboring properties that requires additional monitoring or mitigation measures.

Insurance. If the City chooses to purchase environmental liability insurance at the end of the first 10-year term, previous quotes obtained by the City have been approximately \$200,000 to \$300,000 for a 10-year term. Note that insurance protects the City from liability to third parties but does not cover the

City's own costs of monitoring and remediation.

Fiscal benefits. The immediate benefit to the City is the value of owning and controlling the land and public infrastructure. In the long term, the City will benefit from having the flexibility to utilize the property in a manner that achieves the greatest benefit for the City, without the restrictions imposed on the Successor Agency.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the City Hall reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. City: Adopt the Resolution in Attachment 1 to the report to approve the Compensation Agreement in Attachment 3 to the report to allow the transfer of certain properties used for public parking from the Successor Agency to the City, and authorizing the City Manager to take all actions necessary to implement the Compensation Agreement.
2. Successor Agency: Adopt the Resolution in Attachment 2 to the report to approve the Compensation Agreement in Attachment 3 to the report to allow the transfer of certain properties used for public parking from the Successor Agency to the City, and authorizing the City Manager to take all actions necessary to implement the compensation agreement.
3. Do not approve the Compensation Agreement.

STAFF RECOMMENDATION

Alternative 1. City: Adopt the Resolution in Attachment 1 to the report to approve the Compensation Agreement in Attachment 3 to the report to allow the transfer of certain properties used for public parking from the Successor Agency to the City, and authorizing the City Manager to take all actions necessary to implement the Compensation Agreement.

Alternative 2. Successor Agency: Adopt the Resolution in Attachment 2 to the report to approve the Compensation Agreement in Attachment 3 to the report to allow the transfer of certain properties used for public parking from the Successor Agency to the City, and authorizing the City Manager to take all actions necessary to implement the compensation agreement.

LEVINE ACT

The Levine Act (Gov. Code Section 84308) prohibits city officials from participating in certain decisions regarding licenses, permits, and other entitlements for use if the official has received a campaign contribution of more than \$500 from a party, participant, or agent of a party or participant in the previous 12 months. The Levine Act is intended to prevent financial influence on decisions that affect specific, identifiable persons or participants. For more information see the Fair Political Practices Commission website: www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

An "X" in the checklist below indicates that the action being considered falls under a Levine Act

category or exemption:

SUBJECT TO THE LEVINE ACT

- ☐ Land development entitlements
- ☐ Other permit, license, or entitlement for use
- ☐ Contract or franchise

EXEMPT FROM THE LEVINE ACT

- ☐ Competitively bid contract*
- ☐ Labor or personal employment contract
- ☐ Contract under \$50,000 or non-fiscal
- ☒ Contract between public agencies
- ☒ General policy and legislative actions

* "Competitively bid" means a contract that must be awarded to the lowest responsive and responsible bidder.

Prepared by: Rebecca Moon, City Attorney
Reviewed by: Matt Paulin, Director of Finance
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Tim Kirby, City Manager

ATTACHMENTS

1. City Resolution
2. Successor Agency Resolution
3. Draft Compensation Agreement

DRAFT 10/7/25_____

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AUTHORIZING THE CITY TO ENTER INTO
A COMPENSATION AGREEMENT ALLOWING THE CITY
TO RETAIN CERTAIN PROPERTIES OWNED BY THE
FORMER REDEVELOPMENT AGENCY OF THE CITY OF
SUNNYVALE AND AUTHORIZING THE CITY MANAGER
TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT
THE COMPENSATION AGREEMENT**

WHEREAS, the Redevelopment Agency of the City of Sunnyvale (“Former RDA”) along with all redevelopment agencies in the State of California, was dissolved effective February 1, 2012, in accordance with AB 1X 26, as amended by AB 1484 and SB 107 (the “Dissolution Act”); and

WHEREAS, the Dissolution Act, as amended by AB 1484, addresses the process for the unwinding of redevelopment agencies including provisions regarding the disposition of former redevelopment agency assets; and

WHEREAS, prior to dissolution of the Former RDA, the Former RDA owned three properties located at 325 South Taaffe Street (APN 209-34-021) (“Parcel 1”), 225 South Taaffe Street (APN 209-34-025) (“Parcel 2”), and 379 S. Sunnyvale Ave (APN 209-35-013) (“Parcel 3”) all of which are developed with parking structures (collectively “Parcels”); and

WHEREAS, the Parcels are subject to certain agreements and restrictions that limit their use to parking; and

WHEREAS, pursuant to Health and Safety Code Section 34180(f), the City has requested that the Affected Taxing Entities enter into a Compensation Agreement to accomplish the transfer of the Parcels from the Successor Agency to the City; and

WHEREAS, the City has determined that retention of the Parcels is in the best interest of the City; and

WHEREAS, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the approval of the Compensation Agreement is exempt from the requirements of CEQA because the use of the Parcels will not change or otherwise be modified as a result of the implementation of the Compensation Agreement.

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

1. That the City Council finds the above recitals are accurate.

2. The City Council, on behalf of the City, hereby approves the Compensation Agreement substantially in the form attached, subject to such changes as are approved by the City Manager and authorizes the City Manager to execute all documents necessary to implement the Compensation Agreement including, but not limited to, quitclaim deeds, certificates of acceptance, assignments, and covenants, conditions and restrictions and any other ancillary documents.
3. This Resolution shall take immediate effect upon its adoption.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
(SEAL)

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

REBECCA L. MOON
City Attorney

DRAFT 10/7/25_____

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE ACTING AS THE GOVERNING BOARD OF
THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF SUNNYVALE AUTHORIZING
THE SUCCESSOR AGENCY TO ENTER INTO A
COMPENSATION AGREEMENT ALLOWING THE CITY
OF SUNNYVALE TO RETAIN CERTAIN PROPERTIES
USED FOR PUBLIC PARKING AND AUTHORIZING THE
CITY MANAGER ACTING AS THE EXECUTIVE
DIRECTOR OF THE SUCCESSOR AGENCY TO TAKE ALL
ACTIONS NECESSARY TO IMPLEMENT THE
COMPENSATION AGREEMENT ON BEHALF OF THE
SUCCESSOR AGENCY**

WHEREAS, the Redevelopment Agency of the City of Sunnyvale (“Former RDA”) along with all redevelopment agencies in the State of California, was dissolved effective February 1, 2012, in accordance with AB1X26, as amended by AB1484 and SB107 (“the Dissolution Act”); and

WHEREAS, the Dissolution Act, as amended by AB 1484, addresses the process for the unwinding of redevelopment agencies including provisions regarding the disposition of former redevelopment agency assets; and

WHEREAS, prior to dissolution of the Former RDA, the Former RDA owned three properties located at 325 South Taaffe Street (APN 209-34-021) (“Parcel 1”), 225 South Taaffe Street (APN 209-34-025) (“Parcel 2”), and 379 S. Sunnyvale Ave (APN 209-35-013) (“Parcel 3”) all of which are developed with parking structures (collectively “Parcels”); and

WHEREAS, the Parcels are subject to certain agreements and restrictions that limit their use to parking; and

WHEREAS, pursuant to Health and Safety Code Section 34180(f), the City has requested that the Affected Taxing Entities enter into a Compensation Agreement to accomplish the transfer of the Parcels from the Successor Agency to the City; and

WHEREAS, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the approval of the Compensation Agreement is exempt from the requirements of CEQA because the use of the Parcels will not change or otherwise be modified as a result of the implementation of the Compensation Agreement.

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

1. That the City Council acting as the governing board of the Successor Agency finds the above recitals are accurate.
2. The City Council acting as the governing board of the Successor Agency hereby approves the Compensation Agreement substantially in the form attached, subject to such changes as are approved by the City Manager, acting as the Executive Director of the Successor Agency and authorizes the City Manager acting as the Executive Director of the Successor Agency to execute all documents necessary to implement the Compensation Agreement including, but not limited to, quitclaim deeds, certificates of acceptance, assignments, and covenants, conditions and restrictions and any other ancillary documents.
3. This Resolution shall take immediate effect upon its adoption.

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

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
(SEAL)

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

REBECCA L. MOON
City Attorney

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94086
Attn: City Attorney's Office

Redevelopment Countywide Oversight
Board of Santa Clara County
70 W. Hedding St, 2nd Floor
San Jose, CA 95110
Attn: County Auditor-Controller

Recorded Without Fee Pursuant to [cite]

COMPENSATION AGREEMENT FOR SUNNYVALE TOWN CENTER PARCELS

This Compensation Agreement (“Agreement”) is made and entered into by and among the Successor Agency of the Redevelopment Agency of the City of Sunnyvale, a public entity established under Health and Safety Code section 34173 (the “Successor Agency”); the City of Sunnyvale, a California municipal corporation (“City”); and each of the undersigned local agencies and school districts, each of which is a taxing entity as defined by Health and Safety Code section 34171(k) (the “Taxing Entities”), with the consent of the Redevelopment Dissolution Countywide Oversight Board of Santa Clara County, established under Health and Safety Code section 34179 (the “Oversight Board”). The Successor Agency, the City, and the Taxing Entities are collectively the “Parties” and each a “Party.” The “Effective Date” of this Agreement is the date on which it has been executed by all Parties.

RECITALS

WHEREAS, the Successor Agency is the owner of three properties located at 325 South Taaffe Street (APN 209-34-021) (“Parcel 1”), 225 South Taaffe Street (APN 209-34-025) (“Parcel 2”), and 379 S. Sunnyvale Ave (APN 209-35-013) (“Parcel 3”), all of which are located in the City of Sunnyvale, Santa Clara County, California, and are more particularly described in Exhibit A attached hereto and incorporated herein by reference (collectively, the “Property” or the “Parcels”); and

WHEREAS, Parcel 1 and Parcel 2 are developed with two multi-level parking structures that are owned by STC Venture LLC, a Delaware limited liability company, (“Owner”), the owner of the Sunnyvale Town Center mixed-use development (the “Town Center”); and

WHEREAS, Parcel 1 and Parcel 2 are currently subject to the Public Parking Ground Lease Sunnyvale Town Center, dated September 28, 2007, as amended by the First Amendment to Public Parking Ground Lease, dated August 2, 2010 and the Second Amendment to Public

Parking Ground Lease, dated September 23, 2016 (as amended, the “Public Parking Ground Lease”); and

WHEREAS, pursuant to the Public Parking Ground Lease, the Owner pays the Successor Agency \$1.00/year in nominal rental payments relating to Parcels 1 and 2 and other property not subject to this Agreement (“Nominal Rent”); and

WHEREAS, the Public Parking Ground Lease has a term of ninety-nine (99) years commencing on September 28, 2007, subject to the obligation for good faith negotiations regarding an extension of at least 10-years if certain conditions are met; and

WHEREAS, Parcel 3 is developed with a parking structure that is owned by the Successor Agency and subject to an Operations and Maintenance Agreement and easement for the benefit of the Owner which operates the parking structure located on Parcel 3; and

WHEREAS, the City expressly acknowledges and understands that environmental contamination affecting Parcel 3 predates the execution of this Agreement; and

WHEREAS, pursuant to Health and Safety Code section 34180(f), the City has requested that the Taxing Entities enter into this Agreement to accomplish the transfer of the Parcels from the Successor Agency to the City; and

WHEREAS, the transfer of the Parcels in accordance with the terms of this Agreement will allow termination of the Successor Agency, and the Parties agree to cooperate to expeditiously achieve such termination; and

WHEREAS, the Parties desire to enter into this Agreement to convey the Property to the City for public use under the terms and conditions of this Agreement; and

WHEREAS, the Redevelopment Dissolution Oversight Board of Santa Clara County approved this Agreement pursuant to Resolution No. _____ adopted on _____ [date].

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to all of the following terms and conditions:

TERMS & CONDITIONS

Section 1. Incorporation of Recitals. The Parties agree that all of the above Recitals are true and correct and are incorporated in this Agreement’s terms and conditions.

Section 2. Purchase of Environmental Insurance Policy. No later than 30 days after the approval by the California Department of Finance of an amendment to the Successor Agency’s 2025-2026 Recognized Obligation Payment Schedule or the approval of the Successor Agency’s 2026-2027 Recognized Obligation Payment Schedule, adding to the costs of the environmental remediation for Parcel 3 the costs of an environmental insurance policy

("Environment Insurance Policy"), the Successor Agency shall purchase such Environmental Insurance Policy that meets all of the following criteria:

- (a) Has a term of 10 years;
- (b) Is transferrable to successive property owners;
- (c) Does not cost more than the amount allowed on the Successor Agency's Recognized Obligation Payment Schedule for the purchase of such Environmental Insurance Policy;
- (d) Contains or includes an endorsement for the following: i) bodily injury (including death), property damage and environmental cleanup costs, both on the Property and off-site; ii) transportation of any waste, including loading and unloading from the Property to the final disposal location, with all such disposal locations being scheduled or covered as non-owned disposal sites under the Environmental Insurance Policy.
- (e) Has a reverse-retroactive date of policy inception providing coverage for pre-existing pollution conditions;
- (f) Has a minimum limit of \$25,000,000.

Section 3. Conveyance of Property to City.

(a) **Conveyance.** Subject to the terms and conditions of this Agreement, the Successor Agency shall convey its interest in and to the Property to the City at no cost by quitclaim deed no later than 60 days after the Effective Date or the Successor Agency's purchase of the Environmental Insurance Policy, whichever is later, unless otherwise extended by the Parties for good cause. Any costs of escrow and title associated with the conveyance of the Property to the City shall be borne by the City. The City shall promptly provide the Taxing Entities copies of the recorded quitclaim deed.

(b) **Release.** Except as expressly provided herein, upon the close of escrow and delivery of the quitclaim deed, City hereby waives, releases, acquits, and forever discharges Successor Agency and Taxing Entities, and Successor Agency's and Taxing Entities' agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, compensation, attorneys' fees, consultants' fees and costs and expert fees (collectively "Claims") whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with the physical condition of the Property, including without limitation, the physical and environmental condition of the Property or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from (i) the presence of any environmental problems, or the use, presence, storage, release, discharge, or migration of hazardous materials on, in, under or around the Property regardless of when such hazardous materials were first introduced in, on or about the Property, (ii) any patent or latent defects or

deficiencies with respect to the Property, (iii) any and all matters related to the Property or any portion thereof, including without limitation, the condition and/or operation of the Property and each part thereof, and (iv) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Property regardless of when such asbestos and asbestos containing materials were first introduced in, on or about the Property. City further hereby waives and agrees not to commence any action, legal proceeding, cause of action or suit in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal superfund laws, 42 U.S.C. Section 9601 *et seq.* and California Health and Safety Code section 78000 *et seq.* (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against Successor Agency, any Taxing Entity, or Successor Agency's or Taxing Entities' agents, directors, officers, and employees in connection with the Property, except matters arising from Successor Agency's fraud, intentional misrepresentation, or concealment.

AS IS CONDITION OF PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT THE SUCCESSOR AGENCY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. THE CITY ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING DATE THE SUCCESSOR AGENCY SHALL SELL AND CONVEY THE PROPERTY TO THE CITY "IN ITS THEN EXISTING CONDITION AS IS, WHERE IS, WITH ALL FAULTS" EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, THE CITY HAS NOT RELIED AND WILL NOT RELY ON, AND THE SUCCESSOR AGENCY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY THE SUCCESSOR AGENCY OR ANY AGENT PURPORTING TO REPRESENT THE SUCCESSOR AGENCY, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

THE CITY REPRESENTS TO THE SUCCESSOR AGENCY THAT CITY HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY

DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SUCCESSOR AGENCY OR ITS AGENTS, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SUCCESSOR AGENCY AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES OF THE SUCCESSOR AGENCY AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY THE CITY'S INVESTIGATIONS.

IN CONNECTION WITH THE RELEASE PROVIDED FOR IN THIS AGREEMENT, CITY EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW AND DELIVERY OF THE QUIT CLAIM DEED(S).

Section 4. Recordation of this Agreement. Upon full execution of this Agreement the City shall cause this Agreement to be recorded against the Property in the Santa Clara County Office of the Clerk-Recorder. The City shall promptly provide the Taxing Entities with a recorded copy of this Agreement. Upon the transfer of the Property to the City pursuant to Section 3(a) above, the Parties agree that the County and the City can execute and record a release of this Agreement to be recorded in the Official Records and the County's execution of

such release shall be conclusive evidence that the Agreement has been fully performed and none of the Taxing Entities shall have any further rights or obligations under this Agreement after recordation of such a release, except that the covenants set forth in Section 3(b) shall survive.

Section 5. Miscellaneous Provisions.

(a) **Non-Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(b) **No Partnership.** Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(c) **Notices.** All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed as specified in each Party's signature block.

(d) **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

(e) **Time is of the Essence.** Time is of the essence regarding each and all of the agreements, covenants, and conditions of this Agreement.

(f) **Ambiguities.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(g) **Integration.** This instrument constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

(h) **Amendment.** This Agreement may be modified only in writing and only if signed by the Taxing Entities and the City at the time of the modification. Following the execution of this Agreement, the Successor Agency's consent shall not be required for any modification of the Agreement.

(i) **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF SUNNYVALE**

Approved as to form:

Rebecca Moon
Agency General Counsel

By: _____
Name: Tim Kirby
Title: Executive Director
Address: 456 West Olive Ave.
Sunnyvale, CA 94088-3707

CITY OF SUNNYVALE

Approved as to form:

Rebecca Moon
City Attorney

By: _____
Name: Tim Kirby
Title: City Manager
Address: 456 West Olive Ave.
Sunnyvale, CA 94088-3707

**SANTA CLARA COUNTY
AUDITOR-CONTROLLER**

Approved as to form and legality:

Deputy County Counsel

By: _____
Name: Margaret Olaiya
Title: Director, Finance Agency
70 W. Hedding Street
East Wing, 2nd Floor
San Jose, CA 95110

/

TAXING ENTITIES

Approved as to form and legality:

Deputy County Counsel

COUNTY OF SANTA CLARA

By: _____
Name: Otto Lee _____
Title: President, Board of Supervisors
70 W. Hedding Street
East Wing, 10th Floor
San Jose, CA 95110

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

CURTIS BOONE
Acting Clerk of the Board of Supervisors

FREMONT UNION HIGH SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

SUNNYVALE ELEMENTARY SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

SANTA CLARA COUNTY OFFICE OF EDUCATION

By: _____
Name: _____
Title: _____
Address: _____

//

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FOOTHILL-DeANZA COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

EL CAMINO HEALTHCARE DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Address: _____

Exhibits:

A – Legal Description and Map of Property

EXHIBIT A
LEGAL DESCRIPTION AND MAP OF PROPERTY



City of Sunnyvale

Agenda Item

25-0902

Agenda Date: 10/28/2025

REPORT TO COUNCIL

SUBJECT

Adopt Resolutions (1) Paying and Reporting the Value of CalPERS Employer Paid Member Contribution (EPMC); and (2) Amending the Salary Resolution to Remove EPMC and Revise the Schedule of Pay to Increase Salary Ranges for Pay Plan Category F (Unclassified Department Directors)

BACKGROUND

Unclassified department directors (Pay Plan Category F) are at-will employees, appointed by the City Manager. Category F employees are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment.

This report recommends eliminating the CalPERS Employer Paid Member Contribution (EPMC) for Category F positions. Prior to the Public Employees' Pension Reform Act (PEPRA), EPMC was used as a recruitment and retention tool in the public sector. It allowed employers to pay all or a portion of the employee share of the required CalPERS retirement contribution, typically 7% or 8% of salary for Miscellaneous members and 9% for Safety members, on behalf of the employee. The City has contributed 4% EPMC on behalf of Classic Miscellaneous members and 6% for Classic Safety members since 2016.

EPMC made compensation packages more attractive for Classic CalPERS members, especially for hard-to-fill positions, without increasing base salaries. EPMC was seen as a cost-effective way to enhance take-home pay while deferring some of the long-term fiscal impact of higher base salaries for employers.

CalPERS retirement reform under the Public Employees' Pension Reform Act (PEPRA) changed pension benefits for new employees hired into the CalPERS system after January 1, 2013, including higher retirement ages to receive the maximum benefit, caps on pensionable compensation, and a requirement to contribute at least 50% of the normal cost of their pension benefit.

Over time, concerns about pension transparency, equitable compensation for PEPRA and Classic employees, and rising retirement costs led many agencies to phase out employer-paid member contributions. Due to the evolving demographics of the workforce, the City of Sunnyvale is proposing to eliminate EPMC for unrepresented department directors. This recommendation addresses the significant compensation differential between Classic and PEPRA employees.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

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

DISCUSSION

Under current policy, the City pays a portion of the CalPERS member contribution as an EPMC: 4% for Classic Miscellaneous CalPERS Tier 1 and Tier 2 employees, and 6% for Classic Safety employees. The Classic Miscellaneous member pays the remaining 3% or 4%, and the Classic Safety member pays the remaining 3%. The City of Sunnyvale also reports the value of the EPMC paid to CalPERS as additional compensation, which increases the base upon which retirement benefits are calculated. However, with the most recent Public Safety Officers Association (PSOA) contract, the EPMC benefit was eliminated for PSOA Classic Safety members.

PEPRA members, including anyone hired in 2013 or later and anyone with a gap in CalPERS agency service of more than six months since 2013, are ineligible for EPMC. In addition, PEPRA members must pay at least 50% of the actuarially determined normal pension cost, which is reviewed annually and increases as employer costs rise. Miscellaneous PEPRA members currently pay 7.5% of their salary to CalPERS up to salary limits, and public safety PEPRA members pay 12.75%. These required payments create a sizable current compensation differential between Classic and PEPRA Miscellaneous employees, in addition to significantly different retirement benefits. EPMC amplifies this differential compensation.

Labor Groups Request Removal of EPMC

Due to the differences in retirement benefits and the additional cost of providing EPMC, most agencies statewide have phased out EPMC in favor of employees paying their full member contributions. Aligning with statewide trends, the PSOA negotiated to eliminate EPMC for its members, effective July 6, 2025. The City is in active negotiations and discussions with the Public Safety Managers’ Association and the Communication Officers’ Association about alternatives to EPMC. The full removal of EPMC in Sunnyvale will be a multi-year project, as the Sunnyvale Employees Association/IFPTE Local 21 has a side letter agreement from 2017 that provides for EPMC contributions of 4% for Tier 1 and Tier 2 members through June 30, 2027.

This shift away from EPMC is responsive to the changing composition of the City’s workforce, which is now 61% PEPRA and rising.

Removal of EPMC for Directors

In response to these issues and to work toward a consistent approach to EPMC citywide, the City is proposing to eliminate EPMC for classifications in Category F (Unrepresented Department Directors, Assistant and Deputy City Manager), effective December 21, 2025. The same change will also apply to the City Manager, as the City Manager’s employment agreement follows the Category F for benefits, including CalPERS contributions, as outlined in the employment agreement.

Classic Category F employees will begin paying their full CalPERS member contribution (e.g., 8% or 7% for Miscellaneous, and 9% for Safety) through payroll deduction. As with PSOA and potential other labor group changes, the elimination of EPMC for Category F employees will be implemented

in compliance with CalPERS regulations (Gov. Code 20691) and documented through the resolution in Attachment 1, which will be reported to CalPERS. (Reference: [Circular Letter #200-052-22 Resolution for Employer Paid Member Contributions <https://www.calpers.ca.gov/documents/200-052-22/download>](https://www.calpers.ca.gov/documents/200-052-22/download)). Since Category F employees are not represented, there are no meet-and-confer obligations. However, the City Manager has provided notice to the impacted employees and understands the change will also apply to his employment agreement.

Recommended Schedule of Pay Adjustments

The Resolution in Attachment 2 includes changes to the Salary Resolution that reflect the EMPC adjustments for Category F positions, as well as certain salary changes to align with the pay philosophy outlined in RTC #17-0872, which was intended to maintain internal equity and prevent compaction between executive leadership and management classifications that reported to it, as identified below.

- The minimum of the salary range of the Director of Public Safety shall be 12% above the maximum of the salary range of the Deputy Chief of Public Safety with education premium. The maximum shall be 20% above the minimum.
- The minimum of the salary range of the Assistant City Manager shall be 3% above the minimum of the salary range of the Director of Public Safety. The maximum shall be 20% above the minimum.
- The Chief Information Officer and the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Recreation Services shall be consolidated to a single salary range. The minimum of the salary range shall be 3% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The Director of NOVA Workforce Services shall continue to have a separate salary range due to the salary cap of the Workforce Investment Act guidelines. The salary range shall remain at the current rate of \$205,182 - \$270,840.
- On September 24, 2019 (RTC No. 19-0940), the City Council approved the minimum of the salary range the Deputy City Manager should be 10% below the minimum of the salary range of directors. The maximum shall be 20% above the minimum.

This year, the PSOA annual compensation survey returned a result to increase their salary by 6.75%. The corresponding July 2025 increase for the Public Safety Managers' Association (PSMA) was 11.02% based on its Memorandum of Understanding. The difference in percentage increases between PSOA and PSMA is due to the PSMA MOU that addresses salary compaction between Lieutenants and Captains, as well as the elimination of EPMC for PSOA. This resulted in a higher adjustment for PSMA compared to PSOA's survey results.

Traditionally, the City Manager would recommend an increase to the Schedule of Pay for Category F employees commensurate with the PSMA change (11.02%). However, given the high amount this year, staff proposes a 6.75% salary range increase for Category F positions, commensurate with the PSOA salary survey results. This could lead to some compaction between PSMA and Category F employees due to the 11.02% increase for PSMA. Staff will monitor this for any potential changes in future years.

The increase in the salary range does not imply that each employee will receive a 6.75% raise. The City Manager recommends individual pay increases for Category F employees within the approved pay schedule, while the City Council determines increases for the City Manager. The proposed

6.75% salary range increase for Category F positions will enable the City Manager to adjust individual salaries sufficiently to offset the elimination of the EPMC and preserve overall compensation levels, rather than directly apply the original pay philosophy.

FISCAL IMPACT

The FY 2025/26 Budget includes assumptions in total compensation, which include salaries, benefits, and retirement. Eliminating EPMC will generate annual salary savings by reducing the employer's pensionable compensation exposure. EPMC amounts are considered pensionable under Classic CalPERS rules. EPMC removal will reduce future pension liabilities. This change will align Category F employee contributions with those of other groups (i.e., PSOA) who already pay the full employee CalPERS share. However, the adjustments in salary will also increase salary-related benefits, including retirement benefits, so the overall net fiscal impact of these changes is expected to be neutral.

PUBLIC CONTACT

Public contact was made by posting the Council meeting agenda on the City's official-notice bulletin board at City Hall, at the Sunnyvale Public Library and in the Department of Public Safety Lobby. In addition, the agenda and this report are available at the City Hall reception desk located on the first floor of City Hall at 456 W. Olive Avenue (during normal business hours), and on the City's website.

ALTERNATIVES

1. Adopt Resolutions (1) Paying and Reporting the Value of CalPERS Employer Paid Member Contribution (EPMC); and (2) Amending the Salary Resolution to Remove EPMC and Revise the Schedule of Pay to Increase Salary Ranges for Pay Plan Category F (Unclassified Department Directors).
2. Do Not Adopt Resolutions Paying and Reporting the Value of CalPERS Employer Paid Member Contribution (EPMC) or Amending the Salary Resolution to Remove EPMC and Revise the Schedule of Pay to Increase Salary Ranges for Pay Plan Category F (Unclassified Department Directors).

STAFF RECOMMENDATION

Alternative 1: Adopt Resolutions (1) Paying and Reporting the Value of CalPERS Employer Paid Member Contribution (EPMC); and (2) Amending the Salary Resolution to Remove EPMC and Revise the Schedule of Pay for Pay Plan Category F (Unclassified Department Directors).

LEVINE ACT

The Levine Act (Gov. Code Section 84308) prohibits city officials from participating in certain decisions regarding licenses, permits, and other entitlements for use if the official has received a campaign contribution of more than \$500 from a party, participant, or agent of a party or participant in the previous 12 months. The Levine Act is intended to prevent financial influence on decisions that affect specific, identifiable persons or participants. For more information see the Fair Political Practices Commission website: www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

An "X" in the checklist below indicates that the action being considered falls under a Levine Act category or exemption:

SUBJECT TO THE LEVINE ACT

- ☐ Land development entitlements
- ☐ Other permit, license, or entitlement for use

☐ Contract or franchise

EXEMPT FROM THE LEVINE ACT

- ☐ Competitively bid contract*
- ☐ Labor or personal employment contract
- ☐ Contract under \$50,000 or non-fiscal
- ☐ Contract between public agencies
- ☒ General policy and legislative actions

* "Competitively bid" means a contract that must be awarded to the lowest responsive and responsible bidder.

Prepared by: Tina Murphy, Director of Human Resources
Reviewed by: Matt Paulin, Director of Finance
Reviewed by: Sarah Johnson-Rios, Assistant City Manager
Approved by: Tim Kirby, City Manager

ATTACHMENTS

1. Resolution for Paying and Reporting the Value of Employer Paid Member Contributions (Pay Plan Category F)
2. Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)
2. RTC No. 17-0872 (without attachments)
3. RTC No. 19-0940 (without attachments)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE FOR PAYING AND REPORTING THE
VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS
TO THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM FOR UNCLASSIFIED
DEPARTMENT DIRECTOR POSITIONS (PAY PLAN
CATEGORY F)**

WHEREAS, the governing body of the City of Sunnyvale (the City) has the authority to implement Government Code Section 20691;

WHEREAS, the City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the City has identified the following conditions for the purpose of its election to pay EPMC:

- **This benefit shall apply to all employees in City of Sunnyvale Pay Plan Category F (Management- Unclassified Department Director Positions).**
- **This benefit shall consist of paying zero percent (0%) of the normal member contributions as EPMC.**
- **The effective date of this Resolution shall be December 21, 2025.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT it hereby elects to pay and report the value of EPMC as set forth above.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
(SEAL)

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

REBECCA L. MOON
City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING THE CITY'S SALARY
RESOLUTION TO REMOVE THE CALPERS EMPLOYER
PAID MEMBER CONTRIBUTION (EPMC) AND REVISE
THE PAY SCHEDULE TO INCREASE THE SALARY
RANGES FOR UNCLASSIFIED DEPARTMENT
DIRECTOR POSITIONS (PAY PLAN CATEGORY F)**

WHEREAS, the City desires to amend the salary resolution and pay schedule for department directors (pay plan category F) to reflect a decision to remove the CalPERS employer paid member contribution (EPMC) and increase salary ranges.

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

1. Section 5.740 of Resolution No. 1151-22 (the City's Salary Resolution) is hereby amended to read as follows:

5.740 CalPERS Contribution

(a) Employees in categories D, F, and K who are in Tier 1, shall be responsible for contributing 4% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

Effective December 21, 2025, category F employees in Tier 1 who are Miscellaneous members shall pay the entire 8% member contribution, and Safety members shall pay the entire 9% member contribution. The reporting of the EPMC value as additional compensation will end.

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

Effective December 21, 2025, category F employees in Tier 2 who are Miscellaneous members shall pay the entire 7% member contribution, and Safety members shall pay the entire 9% member contribution. The reporting of the EPMC value as additional compensation will end.

(c) Employees in categories D, F and K who are in Tier 3 shall be responsible for paying 50% of the normal cost toward their retirement.

(d) For employees in other Categories who are required by the CalPERS to be covered, such as City Council members who elect to enroll in CalPERS and

eligible Casual/Temporary employees, the employee shall be responsible for the full normal member contribution to CalPERS.

2. Resolution No. 1151-22 (the City's Salary Resolution) is hereby amended to update the pay rates as set forth in Exhibit A, in the schedule of pay (salary table), attached and incorporated by reference, to implement the changes described in this resolution on the effective dates noted in Exhibit A.
3. Except as herein modified, Resolution No. 1151-22, as amended, shall remain in full force and effect.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on _____, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

DAVID CARNAHAN
City Clerk
(SEAL)

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

REBECCA L. MOON
City Attorney

Regular			Job Title	Range / Scale	Hourly Pay Rates						Annual Range		Effective Date
Job Code	Unit	Pay Cat.			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Maximum	
0110	Mgmt-DIR	F	Assistant City Manager	25							370,597	444,717	12/21/25
0190	Mgmt-DIR	F	Chief Information Officer	31							330,891	397,069	12/21/25
0113	Mgmt-DIR	F	Deputy City Manager	30							297,802	357,362	12/21/25
0120	Mgmt-DIR	F	Director of Community Development	31							330,891	397,069	12/21/25
0185	Mgmt-DIR	F	Director of Environmental Services	31							330,891	397,069	12/21/25
0130	Mgmt-DIR	F	Director of Finance	31							330,891	397,069	12/21/25
0145	Mgmt-DIR	F	Director of Human Resources	31							330,891	397,069	12/21/25
0155	Mgmt-DIR	F	Director of Library & Recreation Services	31							330,891	397,069	12/21/25
0170	Mgmt-DIR	F	Director of Public Safety	24PS							359,803	431,764	12/21/25
0180	Mgmt-DIR	F	Director of Public Works	31							330,891	397,069	12/21/25

Notes

Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution
Category F applies to Unclassified Department Directors (MGMT-DIR)



City of Sunnyvale

Agenda Item

17-0872

Agenda Date: 9/12/2017

REPORT TO COUNCIL

SUBJECT

Amend the Salary Resolution to Revise Merit Increase Provisions, Add a Severance Provision and Amend the Salary Schedule to Adopt New Salary Ranges for Unclassified Department Directors (Pay Plan Category F)

BACKGROUND

Unclassified department directors (Pay Plan Category F) employees are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Department directors are at-will employees, appointed by the City Manager in accordance with the City Charter, Article IX - Section 901. Department directors serve as the City Manager's executive team responsible for: managing the operations for the respective departments, driving vision and purpose of their portfolio, working in a strategic manner that delivers results, maintaining the City's culture while building a team, managing the fiscal resources of their department, and upholding the delegated authority from the City Manager.

There are some compensation conditions that when experienced together, with the City's current policy, can have an adverse impact on salary, recruitment, or retention of our executive level staff. Most absent is a formal compensation philosophy to establish compensation for executive level employees that will support strong recruitment and retention of staff in a highly competitive market. Several undesirable issues have been identified over the years in regards to the salary structure of the department directors and, particularly, the absence of conventional compensation practices for executive level employees. For example:

- The current practice of maintaining 6 salary ranges for department directors with no strong business case for such distinction between director service results in market value distortion and pay inequity issues.
 - Note: One exception is the NOVA Director position which is assigned a federal salary limit.
- The 15% salary range for department directors not only limits salary growth, but a portion of the range is also set below market. This combination creates recruitment and retention issues because new employees start at near or at the top of the range to align to their market rate/value (or enter having taken a salary reduction), and there is little (or no) room for growth.
- Significant salary compaction between the department directors and their management subordinates, who are represented by bargaining units. In some cases, subordinate staff are compensated more than directors.
- The second-tier retirement plan benefit for new hires that qualify as classic employees presents recruitment challenges when applicants are required to reduce their pension benefit to become employed by the City, and/or overly burdens salary growth (already in a narrow

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range) because higher salaries are required to make up for a lower pension and to compete with surrounding cities that do not have a second tier.

The narrow salary range, reduced classic employee retirement benefit and high cost of living in the Silicon Valley have presented significant recruitment and retention challenges for the department director positions.

The City Manager reported to the City Council the executive compensation issues that had surfaced over time and developed a framework for a more focused City Council review. By direction of the City Council, and at the recommendation of the City Manager, the City Attorney/City Manager Sub-Committee on Recruitment & Compensation met several times in July and August 2017 to review data and discuss the idea of a compensation philosophy as well as explored different compensation models to address these concerns.

The City Manager has developed proposed revisions to the salary schedule and salary resolution to address both the compensation issue around Department Directors and to reflect professional best practices relative to compensation. A full presentation on this matter was provided at the September 1, 2017 Special City Council meeting and the City Council approved a motion for the City Manager to schedule the appropriate action for City Council consideration on September 12, 2017.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The proposed amendment to the Salary resolution is not a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b) (4) in that is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment and section 15378 (b) (5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

Internal Compensation Challenges

Department directors are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. However, their management subordinates represented by bargaining units have negotiated salary increases outpacing the department directors' increases over the years. In the most recent 10-year history, department directors received a total of 10% salary increases (4 years with no increase, followed by 5 years of 2% budgeted assumption as increases). No increase is scheduled for FY 2018/19 although following practice the budget includes an assumption of a 2% increase. On the other hand, the Sunnyvale Managers Association (SMA) and Public Safety Managers Association (PSMA) received a total of 18.5% and 19% salary increases respectively over the same 10-year period. Currently, as a result of lower COLAs over the years and no changes to the salary ranges, the annual salary of the Director of Public Safety is almost the same as the Deputy Chief (with education premium) with a \$28 annual salary difference, with scope of duties much broader. Similarly, the annual salary of the Assistant City Manager is only 0.5% higher than the Deputy Chief (with education premium). The annual salaries of all the other department

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directors are 2.4% to 8% lower than the Deputy Chief (with education premium). These positions also hold broader duties and responsibilities than the Deputy Chief position. The Director of Employment Development salary is a unique issue because it is capped by the Workforce Improvement Act (WIA) guidelines.

The following tables provide more detail:

Salary Increase History -

Fiscal Year	Directors	SMA	PSMA
2009/2010	-	2.00%	-
2010/2011	-	2.00%	5.48%
2011/2012	-	3.00%	1.30%
2012/2013	-	-	-
2013/2014	2.00%	-	1.68%
2014/2015	2.00%	2.00%	2.36%
2015/2016	2.00%	3.50%	3.23%
2016/2017	2.00%	2.50%	1.34%
2017/2018	2.00%	1.50%	3.61%
2018/2019	Not scheduled	2.00%	Salary survey
Total	10.00%	18.50%	19.00%
Average	1.11%	1.85%	2.11%

Salary Compaction -

Classification	Annual Salary Maximum	Difference from Deputy Chief \$227,674*
Assistant City Manager	\$228,823	0.5%
Director of Public Safety	\$227,702	0.0%
Director of Environmental Services / Public Works	\$222,158	-2.4%
Director of Community Development / Finance	\$215,688	-5.3%
Directors of Human Resources / Library & Community Services, Chief Information Officer	\$209,405	-8.0%
Director of Employment Development	\$190,123	-16.5%

*includes 2.5% education premium

The internal compaction between department directors and their management subordinates is severe, resulting in little internal incentive for current management employees to promote into executive roles. The current compensation structure and compaction issues do not deliver a fair and

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equitable compensation strategy for current directors. Concerns have already surfaced, and in the long term, will further lead to more significant challenges in retaining our executive level workforce.

Existing Compensation Practice Challenges

The current merit increase structure is based on years of service with a pre-determined increase percentage. The salary range is established with a narrow 15% difference from the minimum to the control point (maximum). A minimum 5% merit increase is given at 13 pay periods of service (6 months) typically with no performance evaluation included to support the automatic increase, and every 26 pay periods (1 year) of service thereafter automatically for those with an achieve or above standard overall rating on their performance evaluation. The pre-determined 5% merit increase given at a specific time of employment does not establish a relationship between pay and performance. It does not allow flexibility to make discretionary rewards based on performance, or reward different performance levels at the appropriate merit increase percentage.

For example, a new employee with a starting salary at the minimum of the salary range will reach the maximum in 30 months (2.5 years). It is not uncommon to negotiate initial salary placement at the top of the range due to the high cost of living in the Silicon Valley and based on the best qualified candidate's salary history, meaning the employee will reach the maximum in a shorter period. When considering the reduced pension of the second-tier retirement plan, some candidates will effectively have to accept a reduction in compensation. This combination of factors results in no salary growth potential and no recognition incentives for the department directors, making it difficult to retain and recruit qualified professionals.

Recruitment Challenges

The combination of the City's below market salary range and the second-tier pension have already resulted in recruitment and retention challenges. The City has a reduced benefit second tier retirement for new employees (2% at age 60 instead of 2.7% at age 55 for existing CalPERS members). The narrow 15% salary range, the reduced retirement benefit and high cost of living in the Silicon Valley do not attract lateral seasoned professional candidates. The City Manager has limited flexibility in offering qualified candidates an attractive recruitment package. In addition, the City lacks other general benefits that candidates look for at time of hire, such as severance, substantial moving expenses, etc.

These conditions have already proven to be difficult circumstances to attract executive level talent and a pattern of shallow candidate pools has surfaced. Despite the City hiring reputable professional recruitment firms for the department director positions, the City has had difficulties in filling the recent department director vacancies. The hiring of the Assistant City Manager, the Director of Library and Community Services, and the Director of Public Safety were dependent on the City Manager's professional network; candidates had to accept either lateral or reduced pay or reduced pension. The first recruitment for the Director of Environmental Services was unsuccessful even with an extended application deadline. There was an eligible candidate initially interested but later declined due to the salary and second tier retirement benefit. The recruitment process has been restarted with another recruitment firm causing additional costs and delays in filling this critical position. Given the qualifications of the existing executive staff, and the competitive regional hiring market, the City will be challenged to retain staff without changes to its executive compensation program. There is a need for the City Manager to have broader compensation flexibility and authority for at-will employees so that Sunnyvale has the opportunity to select, hire, and retain the best candidates.

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Historical Compensation Model

In February 2006, the City Council approved changes to the management compensation structure to address significant salary compaction with bargaining unit positions, and a desire to stay competitive in the regional market for attraction and retention. The City hired the Hay Group to develop a management job evaluation system. One of the changes was grouping the department directors into 5 salary ranges as follows, based on a point system of knowledge, problem solving and accountability the classification required:

- Assistant City Manager
- Director of Public Safety
- Director of Public Works
- Director of Finance, Director of Community Development
- Director of Parks and Recreations, Director of Library, Director of Information Technology, Director of Human Resources, Director of Employment Development

The salary of the Director of Public Safety was established at 12% above the Deputy Chief. The salary of the lowest paid director was established at 3% above the Deputy Chief. Then a 12% differential was used between the remaining 4 ranges, with a 3% differential between each range.

This model was continued in 2007 and 2008. In 2008, a separate salary range was established for the Director of Employment Development in accordance to the Workforce Improvement Act (WIA) guidelines capping the salary.

Due to the economic downturn in 2008, this model was no longer executed as the City implemented salary deferrals or eliminated salary increases. This model addressed and prevented compaction issues. However, the point system is outdated and the criteria for grouping Directors is no longer valid.

Goals

The City has difficulties to attain the “employer of choice” status or offer recognition at the executive level. It is necessary to make changes to the compensation program for department directors to attract talent and retain highly qualified employees that can achieve the following:

- Ensure competitiveness in the regional employment market;
- Establish a fair and equitable, pay for performance compensation program that will attract, motivate and retain.
- Reward individuals on achievements and contributions. Align compensation with performance.
- Address internal compaction and encourage internal growth incentive.
- Provide salary growth opportunity.
- Allow flexibility for the City Manager in making new hire offers to recruit highly qualified candidates.
- Provide City Manager flexibility for merit increase adjustments to address retention issues.

Recommended New Compensation Program

The recommended new compensation program for department directors provide wide salary ranges also known as salary bands. It reduces the number of salary ranges, offering more salary growth opportunity based on achievements. It also establishes a pre-determined differential between classifications to prevent compaction issues in the future.

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- The minimum of the salary range of the Director of Public Safety shall be 12% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The minimum of the salary range of the Assistant City Manager shall be 3% above the minimum of the salary range of the Director of Public Safety. The maximum shall be 20% above the minimum.
- The Chief Information Officer, the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Community Services shall be consolidated to a single salary range. The minimum of the salary range shall be 3% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The Director of Employment Development shall continue to have a separate salary range due to the salary cap of the WIA guidelines. The minimum of the salary range shall remain at the current rate of \$161,605. The maximum shall be 20% above the minimum to allow for future adjustment in accordance to the WIA guidelines.

In addition, the Salary Resolution Article 7.130 Merit Increase shall be modified that department directors will be eligible for merit increase every 26 pay periods of service with an achieved or above overall rating on their performance evaluation. The merit increase percentage shall be determined by the City Manager and not a flat 5% (rather an up to 5% based on performance). Under extenuating circumstances, the City Manager may extend an increase outside the annual performance review cycle.

Further, a new article shall be added to the Salary Resolution that at the discretion of the City Manager, department directors may be eligible for 3 to 6 months of salary as severance for termination or being asked to resign, with an exception to this benefit in cases of serious misconduct. The City Manager may authorize any amount between three (3) and six (6) months as appropriate.

FISCAL IMPACT

The initial current year cost of adjusting to salary bands will total approximately \$260,000 with an ongoing increase to the base of approximately \$300,000 per year. Department Directors work across all funds (for example the Environmental Services and Community Development Directors work almost exclusively in Enterprise Funds) and therefore the fiscal impact is spread across all operating funds. The initial cost can be absorbed in the current budget. The ongoing cost will be included in the FY 2018/19 Budget.

PUBLIC CONTACT

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

ALTERNATIVES

1. Adopt a resolution amending the Salary Resolution to revise merit increase provisions, add severance provisions, and amend the salary schedule for unclassified department directors (Pay Plan Category F).

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2. Do not adopt a resolution amending the Salary Resolution to revise merit increase provisions, add severance provisions, and amend the salary schedule for unclassified department directors (Pay Plan Category F).

STAFF RECOMMENDATION

Alternative 1: Adopt a resolution amending the Salary Resolution to revise merit increase provisions, add severance provisions, and amend the salary schedule for unclassified department directors (Pay Plan Category F).

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution to Amend the City's Salary Resolution and the Salary Schedule for Unclassified Department Directors
2. Compensation Survey - Bay Area Cities
3. Compensation Survey - California Cities
4. Recommended Compensation Philosophy



City of Sunnyvale

Agenda Item

19-0940

Agenda Date: 9/24/2019

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase the Salary Ranges for Pay Plan Category F (Unclassified Department Directors)

BACKGROUND

Unclassified department directors (pay plan category F) are at-will employees, appointed by the City Manager. They are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Instead, the City Manager makes recommendations to the City Council regarding such changes on behalf of this employee group.

In September 2017, a new compensation program was approved by the Council (RTC No. 17-0872), that adjusted salary ranges for department director classifications to address gender equality pay, attract talent, retain highly qualified employees, and to resolve salary compaction with bargaining unit represented positions. With salary increases other bargaining units received over the last two of years, the salary ranges of department directors have become out of alignment with the compensation program and philosophy that was adopted by Council in 2017.

This report recommends adjustments to the salary ranges for unclassified department director classifications (pay plan category F) to maintain a consistent differential with bargaining unit represented positions. Adjusting the ranges does not result in a direct compensation increase, but enables increased compensation to be considered by the City Manager based on performance.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

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

DISCUSSION

On September 12, 2017 (RTC No. 17-0872), the City Council approved a compensation philosophy for department directors that adjusted salary ranges and offered more salary growth opportunity based on performance. It also established a pre-determined differential between classifications to prevent compaction issues in the future as identified below:

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- The minimum of the salary range of the Director of Public Safety shall be 12% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The minimum of the salary range of the Assistant City Manager shall be 3% above the minimum of the salary range of the Director of Public Safety. The maximum shall be 20% above the minimum.
- The Chief Information Officer, the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Community Services shall be consolidated to a single salary range. The minimum of the salary range shall be 3% above the maximum of the salary range of the Deputy Chief with education premium. The maximum shall be 20% above the minimum.
- The Director of Employment Development shall continue to have a separate salary range due to the salary cap of the Workforce Investment Act guidelines. The minimum of the salary range shall remain at the current rate of \$161,605. The maximum shall be 20% above the minimum to allow for future adjustment in accordance to the WIA guidelines.

The Deputy Chief classification is represented by the Public Safety Managers Association (PSMA). PSMA members received salary increases of 3.38% in July 2018 and 2.01% in July 2019. The salary ranges of department directors have not been adjusted since September 2017. With the increases PSMA members received in 2018 and 2019, the salary ranges for department directors are out of alignment from the compensation program approved in September 2017. For example, the current minimum of the salary range of the Director of Public Safety is only 6.2% above the maximum of the salary range of the Deputy Chief with education premium. Under the 2017 compensation philosophy, the differential should be 12%.

In addition, a new classification, Deputy City Manager, was added in June 2018 in the unclassified department director category (pay plan category F), with a 15% salary range. However, at the time it was added, staff did not address how or whether this classification should be included in the compensation program in September 2017 to establish a pre-determined differential, and the current 15% salary range is not consistent with the Salary Resolution Article 7.110, which provides *“For Category F, the salary range from the minimum to the maximum is 20%.”*

Recommended Changes

In order to maintain the differential between the unclassified department directors (pay plan category F) and bargaining unit positions, the amendments recommended by this report for unclassified department directors (pay plan category F) are as follows:

- Adjust salary ranges for unclassified department directors (pay plan category F) to maintain consistent differential with bargaining unit positions as stated in the compensation program approved in September 2017 (also stated above).
- The minimum of the salary range the Deputy City Manager should be 10% below the minimum of the salary range of directors. The maximum shall be 20% above the minimum.
 - Directors include: Chief Information Officer, the Directors of Public Works, Environmental Services, Community Development, Finance, Human Resources, and Library and Community Services.

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Salary range changes would not change an incumbent's salary unless the incumbent's salary falls below the new range minimum.

FISCAL IMPACT

The FY 2019/20 Budget includes assumptions in total compensation, but did not fully account for the impact of the recommended action. The impact for FY 2019/20 is estimated to be approximately \$38,000. The one-year impact can be absorbed within the City's operating budget. The total twenty-year impact is approximately \$1.0 million and will be included in the FY 2020/21 Recommended Budget.

About 80% of this cost is borne by the General Fund with the remainder captured in the city's various other funds where operations are budgeted, primarily in the City's enterprise funds. The fiscal impact on all funds can be absorbed in the current year and incorporated into the FY 2020/21 Recommended Budget.

PUBLIC CONTACT

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

ALTERNATIVES

1. Adopt a Resolution Amending Resolution No. 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)
2. Do Not Adopt a Resolution Amending Resolution No. 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F) Director)

STAFF RECOMMENDATION

Alternative 1: Adopt a Resolution Amending Resolution No. 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution Amending Resolution No 190-05, the City's Salary Resolution, by Amending the Salary Schedule to Increase the Salary Ranges for Unclassified Department Director Positions (Pay Plan Category F)
2. RTC No. 17-0872 (without attachments)



City of Sunnyvale

Agenda Item

25-0924

Agenda Date: 10/28/2025

Tentative Council Meeting Agenda Calendar



City of Sunnyvale Tentative Council Meeting Agenda Calendar

Monday, November 3, 2025 - City Council

Study Session

25-0044 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews

Tuesday, November 4, 2025 - City Council

Study Session

25-0672 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Orchard Heritage Park and Heritage Park Museum (Study Issue DPW 17-05)

Special Order of the Day

25-0493 SPECIAL ORDER OF THE DAY - World Town Planning Day

Public Hearings/General Business

25-0737 Discussion of Meeting Dates and Adoption of a Resolution Approving the
City Council Regular Meeting Calendar for April 2026 Through March 2027

Tuesday, November 18, 2025 - City Council

Study Session

25-0635 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Active Transportation Plan Implementation Update

25-0196 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Joint Meeting of City Council with Board and Commission Chairs and Vice
Chairs to Review and Improve Overall Effectiveness of Commission Meetings

Special Order of the Day

25-0494 SPECIAL ORDER OF THE DAY - Small Business Saturday

Presentation

25-0977 PRESENTATION - State Senator Dr. Aisha Wahab Legislative Update

Public Hearings/General Business

25-0045 Board and Commission Appointments

25-0912 Review and Adopt Amendments to the Council Policy Manual Related to Chapter 7 - Planning and Management

25-0950 Consider a Below Market Rate (BMR) Alternative Compliance Plan for Residential Development at 1124 W. El Camino Real: Applicant: DeAnza Properties, Planning File 2024-0780

Tuesday, December 2, 2025 - City Council

Special Order of the Day

25-0046 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

Public Hearings/General Business

25-0110 6 P.M. SPECIAL COUNCIL MEETING (Public Hearing/General Business) Joint Meeting of the Housing and Human Services Commission and City Council to Consider Adopting the Four-Year Homelessness Strategy and Implementation Plan

25-0707 Select an Alternative for Hollenbeck Bike Lane Study (Study Issue DPW 21-01)

Tuesday, December 9, 2025 - City Council

Closed Session

25-0899 5:45 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session Held Pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Tina Murphy, Director of Human Resources
Employee Organization: Public Safety Managers Association (PSMA) and Communication Officer Association (COA)

Study Session

25-0166 6:45 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of Vice Mayor

Public Hearings/General Business

25-0450 Receive and File the FY 2024/25 Budgetary Year-End Financial Report, Annual Comprehensive Financial Report (ACFR), the Sunnyvale Financing Authority Financial Report, Agreed Upon Procedure Reports, and the Report to the City Council Issued by the Independent Auditors, and Approve Budget Modification No. XX

25-0979 Proposed Project: Related applications on a 4.99-acre site:
DEVELOPMENT AGREEMENT (DA): to introduction of an Ordinance
Approving and Adopting of a DA between the City of Sunnyvale and BEP
Moffett Park LLC
SITE MASTER PLAN (SMP): to establish horizontal site planning and vertical
floor area allocations.
SPECIAL DEVELOPMENT PERMIT (SDP): to demolish two existing
office/R&D buildings and all site work and construct a three (3) level
office/R&D building over a three (3)-level above-grade podium with
podium-level private roof deck.
Location: 333-385 Moffett Park Drive (APN:110-34-005)
File #: PLNG-2025-0137 (DA & MPSPSMP) & PLNG-2024-0072
(MPSPSDP)
Zoning: Moffett Park (MP-02)
Applicant/ Owners: BEP Moffett Park LLC
Environmental Review: No additional review required as per CEQA
Guidelines 15183 - environmental impacts of the project are addressed in the
Moffett Park Specific Plan (MPSP) Environmental Impact Report (EIR)
Project Planner: Margaret Netto, (408) 730-7628, mnetto@sunnyvale.ca.gov

Tuesday, January 13, 2026 - City Council

Public Hearings/General Business

25-0177 Selection of Vice Mayor

25-0181 Appoint Councilmembers to Intergovernmental Assignments; Ratify
Appointments of Councilmembers Made by Outside Agencies; and Take
Action to Modify, Create, or Terminate Council Subcommittees

25-0236 Annual Public Hearing-Discussion of Potential Council Study Issues and
Budget Proposals for Calendar Year 2026

25-0741 Approve Calendar Year 2025 Community Event and Neighborhood Grant
Program Applications

Tuesday, January 27, 2026 - City Council

Closed Session

25-0434 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session Held Pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Special Order of the Day

-
- 25-0190** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor
- 25-0192** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

Public Hearings/General Business

- 25-0220** Bicycle and Pedestrian Access Improvements at Sunnyvale Caltrain Station Study (Study Issue DPW 20-02)
- 25-0237** Approve the Proposed 2026 Priority Advocacy Issues and Review Long-term Legislative Advocacy Positions (LAPs)
- 25-0413** Proposed Project: Consideration of Historical Context Statement Amendments Related to Study Issue CDD 19-04 - Update to the Historical Context Statement to Include Historical Contributions Made by Asian Americans and Other Minority Groups
Location: Citywide
File #: PLNG-2024-0485
Applicant: City of Sunnyvale
Environmental Review: Exempt per California Environmental Quality Act Guidelines Section 15061(b)(3).
Project Planner: Cindy Hom, (408) 730-7411

Tuesday, February 3, 2026 - City Council

Public Hearings/General Business

- 25-0021** Fourth Quarter General Plan Initiation Requests
- 25-0405** Annual Review of City's Code of Ethics and Conduct for Elected and Appointed Officials

Monday, February 9, 2026 - City Council

Study Session

- 25-0047** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, February 10, 2026 - City Council

Study Session

- 25-0678** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
East Channel Trail Study

Public Hearings/General Business

- 25-0048** Board and Commission Appointments

25-0412 Proposed Project: Consideration of Specific Plan and Zoning Code Amendments Related to Study Issue CDD 19-07 - Evaluate the Minimum Automobile Off-Street Parking Requirements for Residential Uses
Location: Citywide
File #: 2022-7404
Applicant: City of Sunnyvale
Environmental Review: Exempt per California Environmental Quality Act Guidelines Section 15378(a).
Project Planner: Jeffrey Cucinotta, (408) 730-7424

26-0001 Acceptance of Transit and Intercity Rail and Capital Program Grant

Thursday, February 26, 2026 - City Council

Workshop

25-0158 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)
Council Priority Projects Workshop

Tuesday, March 17, 2026 - City Council

Special Order of the Day

25-0049 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

Public Hearings/General Business

25-0231 Agenda Items Pending - to be scheduled

Tuesday, March 24, 2026 - City Council

Public Hearings/General Business

25-0232 Agenda Items Pending - to be scheduled

Date to be Determined - City Council

Study Session

25-0294 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Street Tree Repopulation with an Equity Lens (Study Issue DPW 22-04)

Presentation

25-0988 PRESENTATION - Pacific Gas and Electric Company (PG&E) Local Government Forum by Sergio Jimenez, Government Relations Representative, PG&E

Public Hearings/General Business

- 25-0406** Introduce an Ordinance Amending SMC 19.71 Tenant Protections to Require Three Months Rent for No Fault Just Cause Evictions
- 25-0411** Proposed Project: Consideration of Heritage Resource Inventory and Zoning Code Amendments Related to Study Issue CDD 19-05 - Update to the Heritage Resource Inventory to Include Potential Resources Associated with Technological Innovation
Location: Citywide, see Attachment X
File #: PLNG-2024-0298
Applicant: City of Sunnyvale
Environmental Review: Exempt per California Environmental Quality Act Guidelines Section 15061.
Project Planner: Momoko Ishijima, (408) 730-7532
- 25-0414** Proposed Project: Consideration of Repealing the Single-Family Home Design Techniques and Adoption of the Lower Density Residential Objective Design Standards Related to Study Issue CDD 20-01 - Updates
Single-Family Home Design Techniques Document
Location: Citywide
File #: PLNG-2024-0517
Applicant: City of Sunnyvale
Environmental Review: Exempt per California Environmental Quality Act Guidelines Section 15061.
Project Planner: Aastha Vashist, (408) 730-7458
- 25-0415** Proposed Project: Consideration of Zoning Text Amendments to Chapter 19.78 (Dual Urban Opportunity Housing) and Chapter 18.26 (Urban Lot Splits) in response to Senate Bill 450
Location: Citywide
File #: PLNG-2025-0078
Applicant: City of Sunnyvale
Environmental Review: Exempt per California Environmental Quality Act Guidelines Section 15061.
Project Planner: George Schroeder, (408) 730-7443, gschroeder@sunnyvale.ca.gov
- 25-0512** Housing Element Implementation: Missing Middle Housing
- 25-0588** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Stormwater Fee Study



City of Sunnyvale

Agenda Item

25-0928

Agenda Date: 10/28/2025

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes

Sustainability Commission

Monday, August 18, 2025

7:00 PM

Online and Redwood Conference Room,
City Hall, 456 W. Olive Ave., Sunnyvale,
CA 94086

CALL TO ORDER

Vice Chair Pistone called the meeting to order at 7:01 p.m. in the Redwood Conference Room (Room 140) at City Hall.

SALUTE TO THE FLAG

Commissioner Chang led the salute to the flag.

ROLL CALL

Present: 6 - Vice Chair Kristina Pistone
Commissioner Madeline Chang
Commissioner Colin Ford
Commissioner Cortney Jansen
Commissioner Douglas Kunz
Commissioner Richard Parenteau
Absent: 1 - Chair Jeffery Nabhan

Chair Nabhan's absence was excused by general consent.

Council liaison - Srinivasan (present)

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

[25-0838](#)

Approve the Sustainability Commission Meeting Minutes of
July 21, 2025

Commissioner Parenteau moved, and Commissioner Jansen seconded, a motion to approve the consent calendar.

The motion carried by the following vote:

Yes: 5 - Vice Chair Pistone
Commissioner Chang
Commissioner Ford
Commissioner Jansen
Commissioner Parenteau

No: 0

Absent: 1 - Chair Nabhan

Abstain: 1 - Commissioner Kunz

PUBLIC HEARINGS/GENERAL BUSINESS

[25-0839](#) Recommendation to the Council Subcommittee on Board and Commission Effectiveness

The Commission provided comments, questions and recommendations for the Chair and Vice Chair to bring to the Council Subcommittee on November 18, 2025, to improve on Board and Commission Effectiveness.

The following recommendations were drafted for the Chair and Vice Chair:

1. Increase engagement with the public to encourage participation in sustainability and other commission meetings:

a. Utilize more social media, create a monthly calendar for all B/C meetings, create a flyer to hand out physically.

b. Add a drop box at community tabling events so the community can provide feedback and input to the B/Cs.

c. Encourage B/C members to do outreach as part of their role.

2. Increase engagement with youth in B/C work:

a. Explore ways for Commissioners to engage students on local government (operations/civics education). This could be a collaboration with another volunteer group, could include a pre-recorded video that is shared.

b. Consider adding a designated/reserved youth seat to B/Cs (could be non-voting). This position could be responsible for creating social media engagement for the B/C.

c. Consider adding a clause/policy requiring the City to publicize vacancies and application process to nearby high schools and community colleges (e.g. publicize

in the government classes at the high schools and political science related classes at colleges).

3. Make emailing the Commissions an easier and more encouraging process:
 - a. Better guidance for how Commissioners could respond to individuals.
 - b. Provide a toolkit for community members to engage or advocate in the template response.
4. Look for opportunities to consider Joint Study Session meetings and the potential for cross-jurisdictional collaborations and/or awareness (e.g. collaboration with the County Sustainability Commission).
5. Make onboarding more effective, e.g. having a mentorship program with new Commissioners and previous Commissioners or potentially the current chair.
6. Keep looking for opportunities for the B/C members to participate in meetings remotely.
 - a. Consider adding a legislative advocacy position for Council to advocate for changes to the Brown Act, especially for accessibility considerations.
7. Consider adding brief Commissioner bios to the City's website, e.g., LinkedIn links to bio.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

[25-0841](#) Digital Infrastructure Sustainability Assessment (potential Study Issue)

Ms. Raby provided a summary of the Potential Study Issue (SI) submitted by Commissioner Chang and summarized the staff response.

The Commission discussed the Study Issue.

Commissioner Jansen noted a typo on the date the Study Issue was submitted and requested staff update the submission date.

MOTION: No motion was made. The potential Study Issue was dropped.

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Commissioner Jansen shared a resource shared with the Sustainability Commission by a member of the public to find clean energy incentives and programs.

Commissioner Jansen also notified the Commission of a public comment period for the Resynergi plastics-to-oil facility at Rohnert Park, noting that public comment is due to the Bay Area Air District by October 3, 2025.

Commissioner Kunz announced that on August 18, 2025, the Sunnyvale City Council adopted the City's updated Reach Codes, strengthening building electrification requirements. Commissioner Kunz thanked staff for their responsiveness and City Council for their approval.

Vice Chair Pistone invited Commissioners and the to attend Viva Calle San José on September 7, 2025, a community open-streets event featuring car-free routes, biking, and sustainability outreach opportunities.

-Staff Comments

Ms. Raby reported on previous and upcoming events.

INFORMATION ONLY REPORTS/ITEMS

[25-0842](#)

Updated Annual Work Plan August 2025

ADJOURNMENT

The meeting was adjourned at 9:29 p.m.



City of Sunnyvale

Meeting Minutes

Sustainability Commission

Monday, September 15, 2025

7:00 PM

Online and Redwood Conference Room,
City Hall, 456 W. Olive Ave., Sunnyvale,
CA 94086

CALL TO ORDER

Chair Nabhan called the meeting to order at 7 p.m. in the Redwood Conference Room (Room 140) at City Hall.

SALUTE TO THE FLAG

Chair Nabhan led the salute to the flag.

ROLL CALL

Present: 7 - Chair Jeffery Nabhan
Vice Chair Kristina Pistone
Commissioner Madeline Chang
Commissioner Colin Ford
Commissioner Cortney Jansen
Commissioner Douglas Kunz
Commissioner Richard Parenteau

Council Liaison - Councilmember Srinivasan (present)

ORAL COMMUNICATIONS

None.

STUDY SESSION

[25-0226](#) Gather Input on East Channel Trail Alternatives

Traffic Engineer, Esther Zheng, and Senior Traffic Engineer, Kevin Chen, presented an overview of the East Channel Trail Study, a feasibility study initiated in late 2024 to explore development of a shared-use trail along the East Channel Maintenance Road.

The Commission collectively expressed support for the East Channel Trail Study, recognizing its alignment with the City's Climate Action Playbook and Active Transportation Plan goals. Commissioners commended the project's potential to enhance sustainable mobility and community connectivity. They also encouraged staff to increase youth and school engagement, emphasizing the importance of outreach to students.

The Commission highlighted several key considerations, including the need to prevent litter accumulation along the trail, to establish clear guidance on e-bike speed management and trail etiquette, and to ensure that the project does not impact the channel's flood control function.

CONSENT CALENDAR

[25-0918](#) Approve the Sustainability Commission Meeting Minutes of August 18, 2025

Commissioner Parenteau moved, and Commissioner Ford seconded, a motion to approve the consent calendar. The motion carried by the following vote:

Yes: 6 - Vice Chair Pistone
Commissioner Chang
Commissioner Ford
Commissioner Jansen
Commissioner Kunz
Commissioner Parenteau

No: 0

Abstain: 1 - Chair Nabhan

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Chair Nabhan noted that, based on input received during the August 26, 2025, City Council Study Session, Council is likely to implement changes to the existing Study Issue process, and all Boards and Commissions should postpone sponsorship of new Study Issues at their September and October meetings.

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Vice Chair Pistone shared information about an October 8, 2025, event featuring Ayana Elizabeth Johnson at the Computer History Museum in Mountain View. Vice Chair Pistone encouraged others to attend. Vice Chair Pistone also reported attending Viva Calle two weeks prior, noting it was a successful and enjoyable community event.

Commissioner Kunz announced plans to attend the State of the City event over the upcoming weekend and expressed hope to see fellow Commissioners there.

Council Liaison Srinivasan confirmed that the State of the City event will take place on Saturday, September 20, at 8:30 a.m., beginning with a brief Council meeting followed by the main community celebration. Councilmember Srinivasan invited all Commissioners to attend.

-Staff Comments

Christina Raby, Environmental Engineering Coordinator, reported on previous and upcoming events.

INFORMATION ONLY REPORTS/ITEMS

[25-0919](#)

Updated Annual Work Plan September 2025

ADJOURNMENT

The meeting was adjourned at 8:14 p.m.



City of Sunnyvale

Agenda Item

25-0931

Agenda Date: 10/28/2025

Potential Council Priority Project Ideas Proposed by Council

Potential Council Priority Project Ideas Proposed by Council

Date Proposed Potential Council Priority Project Ideas

1/28/25	Fair Oaks Avenue Complete Streets Study from Java to Ahwanee
1/28/25	Fair Oaks Avenue Complete Streets Study from Ahwanee to Fair Oaks Bridge
1/28/25	Fair Oaks Avenue Complete Streets Study from Fair Oaks Bridge to ECR
8/12/25	Strengthening Retail in Sunnyvale (long term actions)
8/12/25	Increase service levels in the office of Economic Development pertaining to attracting and retaining resident- and community-serving businesses
8/12/25	Create a Relocation Assistance Fund for Village Center Small Businesses. Focus on small businesses
10/21/25	Establish a Trap-Neuter-Release Program for Stray Cats and Budget an Amount Not To Exceed \$100,000

*Staff is working to transition this information to the City's website