**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
CONRACTOR 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")

By ______________________________
City Manager

ATTEST:

By ____________________________
City Clerk

APPROVED AS TO FORM:

By ____________________________
City Attorney

CASEY PRINTING ("CONTRACTOR")

By ______________________________

____
Name and Title

By ______________________________

____
Name and Title

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 RECYLCED 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 RECYLCED 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 Acivity Guide, 4 +64, 70# Gloss / 50# Offset			500	Copies	$188.00 $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 paperwork)

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
Coordinator	All non-VSI items due including ads Submit via MSR attach a MS word doc with text	09/15/25	10/23/25	01/09/26	05/05/26	2
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
Marketing	First layout draft distributed for review 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
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)	10/24/25	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
CBS team	Email MAILING list (active in last 3 years from date) and DO NOT MAIL list to 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
Marketing	Review/email both mailing lists to Printer. *Ask for postage statement ETA from Printer.*	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	Printer submits postage statements so that Marketing can submit check 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
Marketing	Request POSTAGE AMOUNT to AME Admin team - Note: Quick check deadlines 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
Marketing	Distribute FINAL Camp Welcome Letter and Camp Maps to Coordinators and 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
Marketing	Send edits to correct errors and sends updated guide and submit web tickets 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
CBS team	Create list with details on link errors and missing classes (not active in VSI) - 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
Printer	Guides delivered to Recreation Center and USPS to mail to homes	12/05/25	01/30/26	04/03/26	07/31/26	0
Facilities	Deliver guides to CNC, Senior Center, Washington Community Swim Center, 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	Facilities Team - *begin to distribute guide to non-RS city locations - complete by end of the week*	12/10/25	02/03/26	04/07/26	08/04/26	1
CBS team	Close down ePACT for 2025/26 season - download all copies of all forms and 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				
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:	
2025	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)	2025/26	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) **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	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)		

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.** *Ask for postage statement ETA from Printer.*	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 -** *begin to distribute guide to non-RS city locations - complete by end of the week*	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/keyword 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)	2026/27	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) **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
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)		

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 EXECUTINGTHIS AGREEMENT – THAT CONTRACTOR OR ITS SUCONTRACTOR(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