



City of Sunnyvale

Notice and Agenda

City Council

Tuesday, December 7, 2021

4:30 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

**Special Meeting: Closed Session - 4:30 PM | Special Meeting: Study Session - 6 PM |
Regular Meeting - 7 PM**

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

Special Teleconference Notice

Because of the COVID-19 emergency and the “shelter in place” orders issued by Santa Clara County and the State of California, this meeting of the Sunnyvale City Council will take place by teleconference, as allowed by Government Code Subdivision 54953(e) and Resolution 1089-21 (reaffirmed November 16, 2021).

Public Participation

- *Watch the City Council meeting on television over Comcast Channel 15, AT&T Channel 99, at <http://youtube.com/SunnyvaleMeetings> or <https://sunnyvaleca.legistar.com/calendar.aspx>*
- *Submit written comments to the City Council up to 4 hours prior to the meeting to council@sunnyvale.ca.gov or by mail to City Clerk, 603 All America Way, Sunnyvale, CA 94086.*
- *Teleconference participation: You may provide audio public comment by connecting to the teleconference 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

Accessibility/Americans with Disabilities Act (ADA) Notice

Pursuant to the Americans with Disabilities Act (ADA), if you need special assistance to provide public comment, or for other special assistance; please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the

City Clerk may be reached at 408-730-7483 or cityclerk@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

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

Call to Order

Call to Order via teleconference.

Roll Call

Public Comment

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

Convene to Closed Session

- A** [21-1034](#) CONFERENCE WITH LEGAL COUNSEL-PENDING
LITIGATION
Closed Session held pursuant to California Government Code
Section 54956.9(d)(1):
Name of Case: Michael Lecy v. City of Sunnyvale (Workers
Compensation Appeal Board Case No. ADJ12038967)
- B** [21-1035](#) CONFERENCE WITH LEGAL COUNSEL-PENDING
LITIGATION
Closed Session held pursuant to California Government Code
Section 54956.9(d)(1):
Name of Case: Hershel Golden v. City of Sunnyvale (Workers
Compensation Appeal Board Case Nos. ADJ8653640,
ADJ8653654, ADJ8972921)
- C** [21-1036](#) CONFERENCE WITH LEGAL COUNSEL-PENDING
LITIGATION
Closed Session held pursuant to California Government Code
Section 54956.9(d)(1):
Name of Case: Timothy Murray v. City of Sunnyvale (Workers
Compensation Appeal Board Case Nos. ADJ1154917,
ADJ12619319, ADJ3687599, ADJ1384813, ADJ3117118,
ADJ3291305, ADJ4073235, ADJ1126778, ADJ3258053)

- D** [21-1017](#) Closed Session Held Pursuant to California Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Ad Hoc Committee on City Manager Compensation Members Larry Klein, Gustav Larsson and Alysa Cisneros
Unrepresented employee: City Manager

Adjourn Special Meeting

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

Call to Order

Call to Order via teleconference.

Roll Call

Study Session

The public may provide comments regarding the Study Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda.

- E** [21-0186](#) Discussion of Upcoming Selection of Vice Mayor
- F** [21-0606](#) Discussion of 2022 Council Intergovernmental Assignments

Adjourn Special Meeting

7 P.M. COUNCIL MEETING

Pursuant to Council Policy, City Council will not begin consideration of any agenda item after 11:30 p.m. without a vote. Any item on the agenda which must be continued due to the late hour shall be continued to a date certain. Information provided herein is subject to change from date of printing of the agenda to the date of the meeting.

CALL TO ORDER

Call to Order via teleconference.

ROLL CALL

CLOSED SESSION REPORT**SPECIAL ORDER OF THE DAY**

G [21-0174](#) Ceremonial Oath of Office for Commission Member

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address the City Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Council to take action on an item not listed on the agenda. If you wish to address the Council, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

1.A [21-0914](#) Approve the Joint City Council and Santa Clara Valley Water District Board of Directors Meeting Minutes of October 6, 2021

Recommendation: Approve the Joint City Council and Santa Clara Valley Water District Board of Directors Meeting Minutes of October 6, 2021 as submitted.

1.B [21-1108](#) Approve City Council Meeting Minutes of November 22, 2021

Recommendation: Approve the City Council Meeting Minutes of November 22, 2021 as submitted.

1.C [21-0205](#) Approve City Council Meeting Minutes of November 30, 2021

Recommendation: Approve the City Council Meeting Minutes of November 30, 2021 as submitted.

1.D [21-0263](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Recommendation: Approve the list(s) of claims and bills.

- 1.E [21-0984](#) Authorize the Issuance of a Contract Purchase Agreement with Dell Marketing L.P. for Computer Equipment (F22-039)

Recommendation: Take the following actions:

- Authorize the issuance of a contract purchase agreement utilizing the terms included as Attachment 1 to the report to Dell Marketing L.P. in the amount up to \$800,000 through December 31, 2022; and
- Authorize to the City Manager to renew the contract purchase agreement for up to four (4) additional one-year periods, not-to-exceed annual budgeted amounts, subject to the continuation of the NASPO ValuePoint Agreement.

- 1.F [21-1105](#) Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to (1) Update Pay Rates for Casual/Temporary Classifications to Reflect the January 1, 2022 Sunnyvale Minimum Wage of \$17.10 per hour, and (2) Increase the Councilmember and Mayor Stipend Amounts Pursuant to City Charter Section 605

Recommendation: Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to (1) Update Pay Rates for Casual/Temporary Classifications to Reflect the January 1, 2022 Sunnyvale Minimum Wage of \$17.10 per hour, and (2) Increase the Councilmember and Mayor Stipend Amounts Pursuant to City Charter Section 605.

- 1.G [21-1106](#) Adopt a Resolution to Amend the Classification Plan and the City's Salary Resolution to Add the Classification of Assistant Recreation Services Coordinator and Update the Schedule of Pay

Recommendation: Adopt a Resolution Amending the Classification Plan and the City's Salary Resolution to Add the Classification of Assistant Recreation Services Coordinator and Update the Schedule of Pay Effective December 12, 2021.

- 1.H [21-1057](#) Ratify Councilmember Russ Melton's Appointment to The League of California Cities Revenue and Taxation Policy Committee for 2022

Recommendation: Staff makes no recommendation.

By approval of the consent calendar, Council ratifies Councilmember Russ Melton's Appointment to the League of California Cities Revenue and Taxation Policy Committee for 2022.

- 1.I [21-1065](#) Appoint Julie Lind and Michelle Nemits to the NOVA Workforce Board

Recommendation: Appoint Julie Lind and Michelle Nemits to the NOVA Workforce Board.

- 1.J [21-1136](#) Adopt Ordinance No. 3185-21 to Amend Chapter 1.04 (General Penalty) of Title 1 of the Sunnyvale Municipal Code to Add Section 1.04.080 (Attorney's Fees and Costs for Abatement of Public Nuisances)

Recommendation: Adopt Ordinance No. 3185-21 to amend Chapter 1.04 (General Penalty) of Title 1 of the Sunnyvale Municipal Code to add Section 1.04.080 (Attorney's Fees and Costs for Abatement of Public Nuisances)

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearing/general business item, please refer to notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.

- 2 [21-1016](#) Amend Resolution No. 1075-21 Directing the City Manager to Temporarily Allow Outdoor Dining on Private Parking Lots and Close the 100 Block of South Murphy Avenue until September 30, 2022

Recommendation: Alternative 1: Amend Resolution No. 1075-21 Directing the City Manager to Temporarily Allow Outdoor Dining on Private Parking Lots and Close the 100 Block of South Murphy Avenue until September 30, 2022.

- 3 [21-1005](#) Award a Contract to All City Management Services Inc. for Crossing Guard Services (F21-150) and Approve Budget Modification No. 10 in the Amount of \$92,375

Recommendation: Alternative 1: Award a contract in substantially the same form as Attachment 1 to the report in the amount not to exceed \$846,372 to All Cities Management Services, Inc. to provide Crossing Guard Services, Approve Budget Modification No. 10 in the amount of \$92,375, and authorize the City Manager to amend and renew the contract for four additional one-year terms, subject to available budget, if pricing and service remain acceptable to the City.

- 4 [21-0973](#) Accept LinkedIn's Donation of Voluntary Bicycle and Pedestrian Facility Improvements on Maude Avenue between Sunnyvale/Mountain View City Limits and Approximately 400 feet West of North Mathilda Avenue with an Estimated Construction Cost of \$1,180,000 and Finding of an Exemption from the California Environmental Quality Act

Recommendation: Alternative 1: Accept LinkedIn's Donation of Voluntary Bicycle and Pedestrian Facility Improvements on Maude Avenue between Sunnyvale/Mountain View City Limits and Approximately 400 Feet West of North Mathilda Avenue with an Estimated Construction Costs of \$1,180,000 and Finding of Exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes.

- 5 [21-0577](#) Introduce an Ordinance to Add Chapter 10.62 of Title 10 (Vehicles and Traffic) of the Sunnyvale Municipal Code Relating to Exhibitions and Speed Contests, Amend Section 1.04.101(b) of Chapter 1.04 (General Penalty) Relating to Violation-Misdemeanor or Infraction, and Adopt a Resolution to Amend the City Fee Schedule

Recommendation: Alternative 1: Introduce an Ordinance of the City Council of the City of Sunnyvale to Add Chapter 10.62 of Title 10 (Vehicles and Traffic) and Amend Section 1.04.010(b) of the Sunnyvale Municipal Code Relating to Exhibitions and Speed Contests and Adopt a Resolution to Amend the City Fee Schedule.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

Visit <http://Sunnyvale.ca.gov/TCMAC> to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.

[21-0716](#) Tentative Council Meeting Agenda Calendar

[21-0859](#) Board/Commission Meeting Minutes

[21-0895](#) Information/Action Items

ADJOURNMENT**NOTICE TO THE PUBLIC**

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

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

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

Planning a presentation for a City Council meeting?

To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" available at <http://Sunnyvale.ca.gov/PublicComments>

Planning to provide materials to Council?

If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the Office of the City Clerk. The City Clerk will distribute your items to the Council.

Upcoming Meetings

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



City of Sunnyvale

Agenda Item

21-1034

Agenda Date: 12/7/2021

CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

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

Name of Case: Michael Lecy v. City of Sunnyvale (Workers Compensation Appeal Board Case No. ADJ12038967)



City of Sunnyvale

Agenda Item

21-1035

Agenda Date: 12/7/2021

CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

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

Name of Case: Hershel Golden v. City of Sunnyvale (Workers Compensation Appeal Board Case Nos. ADJ8653640, ADJ8653654, ADJ8972921)



City of Sunnyvale

Agenda Item

21-1036

Agenda Date: 12/7/2021

CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

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

Name of Case: Timothy Murray v. City of Sunnyvale (Workers Compensation Appeal Board Case Nos. ADJ1154917, ADJ12619319, ADJ3687599, ADJ1384813, ADJ3117118, ADJ3291305, ADJ4073235, ADJ1126778, ADJ3258053)



City of Sunnyvale

Agenda Item

21-1017

Agenda Date: 12/7/2021

Closed Session Held Pursuant to California Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Ad Hoc Committee on City Manager Compensation Members

Larry Klein, Gustav Larsson and Alysia Cisneros

Unrepresented employee: City Manager



City of Sunnyvale

Agenda Item

21-0186

Agenda Date: 12/7/2021

Discussion of Upcoming Selection of Vice Mayor



City of Sunnyvale

Agenda Item

21-0606

Agenda Date: 12/7/2021

Discussion of 2022 Council Intergovernmental Assignments



Sunnyvale

Memorandum

Date: 12/2/2021
To: Mayor and Councilmembers
From: Office of the City Manager
Subject: Council 2022 Intergovernmental Assignments - Preparation for December 7 Study Session

In preparation for the December 7, 2021 Study Session, please see the attached list of current IGR assignments for Council to review and discuss in preparation for the annual IGR appointments scheduled for January 4, 2022 (Attachment 1).

To facilitate your discussion, Councilmembers who have expressed their interest in retaining current appointments remain listed under their current assignments. If there is no interest in re-appointment (release) or left vacant by an outgoing Councilmember, the field is listed as available. If there is an interest in making an assignment available to other Councilmembers but will retain if there is no interest, the field is listed as offer.

Councilmembers are encouraged to seek appointment to those assignments which match their interests.

The list contains the following appointments:

1. **Appointments Made by Council:** Assignments that are at the discretion of Council.
2. **Appointments Made by Mayor:** Assignments appointed by the Mayor.
3. **Appointments Made by Outside Agencies:** Assignments that are proposed to be ratified by Council during the January 4, 2022 Council Meeting. Assignments included in this section are those where the Councilmember has, in accordance with City Policy, advised staff in advance and followed the appointments process set forth by the agency. All Outside Agency appointments must be ratified by Council before the respective appointee(s) are officially approved to serve on those assignments.

The IGR Assignments Review Forms for each Councilmember have been included in this packet for reference as Attachment 2.

Please note that this is not an exhaustive list of intergovernmental assignments available. Council is encouraged to seek and apply for IGR roles that match their interests and where representation would be of benefit to the City in advancing its goals and policies.

ATTACHMENTS

1. 2022 Appointments for Consideration by Council
2. Council IGR Assignment Review Forms and supporting documentation

Every year the City Council reviews three types of appointments:

- Appointments made by Council
- Appointments made by the Mayor, and
- Appointments made by Outside Agencies.

The list below contains assignments which Council held in 2021 and will be active in 2022. Staff has listed the name of each Councilmember that wishes to retain their appointment.

- Appointments released by the current Council appointee or left vacant by an outgoing Councilmember, are listed as **AVAILABLE**.
- Appointments offered by the current Council appointee but will retain if no interest, are listed as **OFFER**.

Please note that this list is specifically only for 2021 assignments and 2022 appointments that have been already been ratified by Council (noted in red parentheses). Information resulting from the Study Session will be compiled into a new list with the 2022 appointments, which will be presented to Council on January 4, 2022.

1. Appointments Made by Council: Assignments that are at the discretion of the Council and are proposed to be ratified during the January 4, 2022 Council Meeting.

a. **Community Member Appointments:** Council may appoint a non-Councilmember to represent the City's interest on an intergovernmental body.

Committee	2020 Community Member Appointee	Term Expires
VTA- Bicycle and Pedestrian Advisory Committee	Timothy Oey	6/30/2022

b. **Board and Commission Liaison Assignments:** Assignments are on a set biannual rotation; Council can either reaffirm current rotation or change. Below is the proposed rotation schedule for 2022.

Dates	Councilmember	Board/ Commission	Meeting Dates (Monthly)	Time
Jan- Jun 2022	Cisneros	Housing and Human Services Commission	4th Wednesday	7:00pm
	Din	Parks and Recreation Commission	2nd Wednesday	7:00pm
	Hendricks	Sustainability Commission	3rd Monday	7:00pm
	Larsson	Art Commission	3rd Wednesday	7:00pm
	VACANT	Bicycle and Pedestrian Advisory Commission	3rd Thursday	6:30pm
	Klein	Board of Library Trustees	1st Monday	7:00pm
	Melton	Heritage Preservation Commission	1st Wednesday	7:00pm

Dates	Councilmember	Board/ Commission	Meeting Dates (Monthly)	Time
Jul- Dec 2022	Cisneros	Parks and Recreation Commission	2nd Wednesday	7:00pm
	Din	Sustainability Commission	3rd Monday	7:00pm
	Hendricks	Art Commission	3rd Wednesday	7:00pm
	Larsson	Bicycle and Pedestrian Advisory Commission	3rd Thursday	6:30pm
	VACANT	Board of Library Trustees	1st Monday	7:00pm
	Klein	Heritage Preservation Commission	1st Wednesday	7:00pm
	Melton	Housing and Human Services Commission	4th Wednesday	7:00pm

c. **Council Subcommittees- Standing Committees:** Currently there are two standing Council subcommittees set to continue into 2022 unless otherwise directed by Council. Standing committees exist with a set membership unless and until modified by the Council.

Subcommittees	Date Formed	Current Appointees Requesting Re-appointment
Subcommittee of Board & Commission Bylaws	3/23/2010	1. Klein-OFFER 2. AVAILABLE 3. Larsson-OFFER
Community Event and Neighborhood Grant Distribution Subcommittee	9/14/2010	1. Cisneros 2. AVAILABLE 3. Din

d. **External IGR Appointments:** Appointments made to local intergovernmental agencies. The appointments below are those where the agency's bylaws require a City Representative and appointment is made by Council action. Councilmembers may express their interest for any assignment however should note that agencies strongly encourage cities appoint the same representative annually for continuity.

Agency	Meeting Body	Current Appointee Requesting Re-appointment	Current Term Expires
Association of Bay Area Governments (ABAG)	General Assembly	Klein-OFFER	Dec-21
	General Assembly, Alternate	AVAILABLE	Dec-21
Bay Area Water Supply and Conservation Agency (BAWSCA)	Board of Directors	Larsson	Jun-23
Santa Clara County Expressway 2040	Policy Advisory Board	Cisneros	Dec-21
	Policy Advisory Board, Alternate	AVAILABLE	Dec-21
North Valley (NOVA) Job Training Consortium Workforce Board	Nomination Committee	Larsson	Dec-21
Moffett Field	Restoration Advisory Board (RAB)	Din-OFFER	Dec-21
San Francisco Bay Area Regional Water System Financing Authority (RFA)	Board of Directors	Larsson	Jun-23
South Bay Salt Ponds Restoration	Stakeholder Forum	AVAILABLE	Dec-21
Silicon Valley Clean Energy Authority (SVCEA)	Board of Directors	Larsson	Dec-21
	Board of Directors, Alternate	Klein-OFFER	Dec-21
Valley Transportation Authority (VTA)	Board of Directors	Hendricks	Dec-21
	State Route (SR) 85 Corridor Policy Advisory Board (PAB)	AVAILABLE	Dec-21
	State Route (SR) 85 Corridor Policy Advisory Board (PAB), Alternate	Klein-OFFER	Dec-21
	Policy Advisory Committee (PAC)	AVAILABLE	Dec-21
	Policy Advisory Committee (PAC), Alternate	Din-OFFER	Dec-21
Water Emergency Transportation Authority	Water Emergency Transportation Authority Community Advisory Committee	AVAILABLE	Dec-21
Valley Water	Water Commission	Din	Dec-21
	Water Commission	AVAILABLE	Dec-21

2. Appointments Made by Mayor: Assignments that are to be appointed by Mayor. The Mayor will make his appointments following the January 4, 2022 meeting.

a. **External IGR Appointments:** The Mayor may appoint Councilmembers to various local intergovernmental agencies. New this year, the Mayor will be appointing Alternates to the following CASC seats: Board of Directors, City Selection Committee, and Legislative Action Committee. Councilmembers interested in these assignments should inform the Mayor of their interest.

Agency	Meeting Body	Current Appointee Requesting Re-appointment	Current Term Expires
Caltrain Modernization Project	Local Policy Maker Group	AVAILABLE	Dec-21
	Local Policy Maker Group, Alternate	Cisneros	Dec-21
Cities Association of Santa Clara County	Board of Directors	Klein	Dec-21
	Board of Directors, Alternate	AVAILABLE	Dec-21
	City Selection Committee	Klein	Dec-21
	City Selection Committee, Alternate	Larsson-OFFER	Dec-21
	Legislative Action Committee (LAC)	Larsson-OFFER	Dec-21
	Legislative Action Committee (LAC), Alternate	Cisneros	Dec-21
	Santa Clara/Santa Cruz Counties Community Roundtable on Airplane Noise, Primary	Disbanded effective Dec 31, 2021	Dec-21
	Santa Clara/Santa Cruz Counties Community Roundtable on Airplane Noise, Alternate	Disbanded effective Dec 31, 2021	Dec-21
Valley Water	Valley Water/City of Sunnyvale Joint Recycled Water Committee	Melton	Dec-21
	Valley Water/City of Sunnyvale Joint Recycled Water Committee	Larsson	Dec-21
Silicon Valley Regional Interoperability Authority (SVRIA)	Silicon Valley Regional Interoperability Authority	Melton	Jun-22

b. **Community Member Appointments:** The appointment to Sourcewise, formerly the Advisory Council to the Council on Aging, is a Mayoral appointment per Council Policy. This appointment will be included in the list of appointments presented to the Mayor after the January 4, 2022 meeting. The appointee will serve a three-year term that begins retroactively on July 1, 2021 and ends in June 2024.

Committee	2021 Community Member Appointee	Term Expires
Sourcewise Advisory Council	TBD	6/30/2024

c. **Council Subcommittees- Ad-Hoc Advisory Committees:** The Mayor may create ad hoc committees of the Council to assist in particular matters as they arise. Members of the committee shall be appointed by the Mayor.

Ad-Hoc Advisory Committee	Date Formed	Councilmember
City Manager Compensation	10/12/2021	1. Klein 2. Gustav 3. Cisneros

d. **Community Member Advisory Task Forces:** There are currently no Community Member Advisory Task Forces.

e. **Mayor's Task Force:** There are currently no Mayor Task Forces.

3. Appointments Made by Outside Agencies: Assignments included in this section are those where the Councilmember has, in accordance with City Policy, advised staff in advance. All Outside Agency appointments must be ratified by Council before the respective appointee(s) are officially approved to serve on those assignments. Councilmembers must follow the application process of the appointing agency. These appointments typically have a term length, however Council must ratify each re-appointment annually.

The Cities Association of Santa Clara County (CASCC) oversees the appointment process for several of these appointments and announces vacancies as they occur. CASCC or City staff forwards all announcements for appointments that Council are eligible to apply for.

Agency	Meeting Body	Current Appointees Requesting Re-appointment	Current Term Expires
Santa Clara County	Airport Land-Use Commission (ALUC)	Hendricks-OFFER	May-24
	Airport Land-Use Commission (ALUC), Alternate (Appointed by Primary)	Melton	May-24
	Santa Clara County Emergency Operational Area Council (OAC), Central County Cities Seat	Klein	Sep-23
	Measure A (2016 Housing Bond) Independent Citizen's Oversight Committee	Hendricks	Feb-21
	Redevelopment Dissolution Countywide Oversight Board	Klein	Dec-21
	Santa Clara County Recycling and Waste Reduction Commission, SMaRT Station Seat	Klein	Dec-25
	Unhoused Task Force	Klein	Jun-21
	CAL-ID RAN Policy Board	Klein	End of Mayor Term
League of California Cities (LCC)	Peninsula Division Representative - Revenue & Taxation Policy Committee (*pending ratification on 12/7/2021)	Melton	Nov-21
Local Agency Formation Commission (LAFCO) of Santa Clara County	LAFCO, Alternate	Melton	May-24
Silicon Valley Leadership Group (SVLG) Silicon Valley Recovery Roundtable	Mayor's Circle	Klein	Dec-21
Association of Bay Area Governments (ABAG)	Executive Board, Santa Clara County Cities, Alternate	AVAILABLE	Nov-22

Appointments Made by Outside Agencies: An indication on this form to "retain" an existing appointment will not initiate the application process. Councilmembers wishing to retain appointments made by outside agencies should inquire with the appointing agency regarding its application process and timelines.

Outside agency appt. [OA]; Ratification Pending [RP]; CASCC appt. [CASCC]; Mayoral appt. [M]

* - Interested in continuing an existing assignment (retain)

** - Interested in withdrawing or no longer serving on an existing assignment (release)

*** - Interested in making assignment available to other interested councilmembers but happy to retain if no one else has an interest in the assignment (offer)

Committee	Term Exp	Appointments Made By:	Retain*	Release**	Offer***
SEAT 4 - LARRY KLEIN					
Association of Bay Area Governments - General Assembly	Dec-2021	Council	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CAL-ID RAN Policy Board [OA, CASCC]	End of Mayor term	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cities Association of Santa Clara County - Board of Directors [M]	Dec-2021	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cities Association of Santa Clara County - City Selection Committee [M]	Dec-2021	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cities Association of Santa Clara County - Executive Board, Past President [OA,CASCC]	Dec-2021	Outside Agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Redevelopment Dissolution Countywide Oversight Board [OA, CASCC]	Dec-2021	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Emergency Operational Area Council [OA, CASCC]	Sep-2023	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Recycling and Waste Reduction Commission [OA, CASCC]	Dec-2025	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Unhoused Task Force [OA]	June 2021	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Silicon Valley Clean Energy Authority - (SVCEA) - Board of Directors, Alternate	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Silicon Valley Leadership Group (SVLG) - Silicon Valley Recovery Roundtable Mayor's Circle [OA]	Dec-2021	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Valley Transportation Authority - State Route 85 Corridor Policy Advisory Board, Alternate	Dec-2021	Council	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subcommittee of Board & Commission Bylaws	Dec-2021	Council	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Signature: Larry Klein
Larry Klein (Nov 15, 2021 14:39 PST)

Email: kleinccouncil@sunnyvale.ca.gov

Other Requested Appointments: Would be interested in moving to SVCE Primary.

Councilmember Signature: _____ Date: Nov 15, 2021

Appointments Made by Outside Agencies: An indication on this form to "retain" an existing appointment will not initiate the application process. Councilmembers wishing to retain appointments made by outside agencies should inquire with the appointing agency regarding its application process and timelines.

Outside agency appt. [OA]; Ratification Pending [RP]; CASCC appt. [CASCC]; Mayoral appt. [M]

* - Interested in continuing an existing assignment (retain)

** - Interested in withdrawing or no longer serving on an existing assignment (release)

*** - Interested in making assignment available to other interested councilmembers but happy to retain if no one else has an interest in the assignment (offer)

Committee	Term Exp	Appointments Made By:	Retain*	Release**	Offer***
SEAT 2 - GLENN HENDRICKS					
Association of Bay Area Governments- Executive Board, Santa Clara County Cities, Alternate [OA]	Nov-2022	Outside Agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Association of Bay Area Governments, General Assembly, Alternate	Dec-2021	Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cities Association of Santa Clara County - Santa Clara/Santa Cruz Counties Community Roundtable on Airplane Noise [M]	Dec-2021	Mayoral	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Airport Land Use Commission [OA, CASCC]	May-2024	Outside Agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Santa Clara County - Measure A (2016 Housing Bond) Independent Citizen's Oversight Committee [OA, CASCC]	Feb-2021	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Expressway 2040 Policy Advisory Board, Alternate	Dec-2021	Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
South Bay Salt Ponds Restoration Project - Stakeholder Forum	Dec-2021	Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Valley Transportation Authority - Board of Directors	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Emergency Transportation Authority - Community Advisory Committee	Dec-2021	Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcommittee of Board & Commission Bylaws	Dec-2021	Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other Requested Appointments: _____
Nothing

Councilmember Signature: Glenn K. Hendricks Date: Nov 11, 2022

Appointments Made by Outside Agencies: An indication on this form to "retain" an existing appointment will not initiate the application process. Councilmembers wishing to retain appointments made by outside agencies should inquire with the appointing agency regarding its application process and timelines.

Outside agency appt. [OA]; Ratification Pending [RP]; CASCSC appt. [CASCSC]; Mayoral appt. [M]

* - Interested in continuing an existing assignment (retain)

** - Interested in withdrawing or no longer serving on an existing assignment (release)

*** - Interested in making assignment available to other interested councilmembers but happy to retain if no one else has an interest in the assignment (offer)

Committee	Term Exp	Appointments Made By:	Retain*	Release**	Offer***
SEAT 1 - GUSTAV LARSSON					
Bay Area Water Supply and Conservation Agency - Board of Directors	Jun-2023	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cities Association of Santa Clara County - City Selection Committee, Alternate [M]	Dec-2021	Mayoral	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cities Association of Santa Clara County - Legislative Action Committee [M]	Dec-2021	Mayoral	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
North Valley Job Training Consortium Workforce Board - Nomination Committee	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Francisco Bay Area Regional Water System Financing Authority - Board of Directors	Jun-2023	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Silicon Valley Clean Energy Authority - Board of Directors	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Valley Water - Valley Water/City of Sunnyvale Joint Recycled Water Committee [M]	Dec-2021	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subcommittee of Board & Commission Bylaws	Dec-2021	Council	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Other Requested Appointments: I would like to switch SVCE primary/alternate role with the Mayor.

Councilmember Signature: Gustav Larsson Date: Nov 7, 2021

Appointments Made by Outside Agencies: An indication on this form to "retain" an existing appointment will not initiate the application process. Councilmembers wishing to retain appointments made by outside agencies should inquire with the appointing agency regarding its application process and timelines.

Outside agency appt. [OA]; Ratification Pending [RP]; CASCC appt. [CASCC]; Mayoral appt. [M]

* - Interested in continuing an existing assignment (retain)

** - Interested in withdrawing or no longer serving on an existing assignment (release)

*** - Interested in making assignment available to other interested councilmembers but happy to retain if no one else has an interest in the assignment (offer)

Committee	Term Exp	Appointments Made By:	Retain*	Release**	Offer***
DISTRICT 4 - RUSS MELTON					
Caltrain Modernization (CalMod) - Local Policy Maker Group [M]	Dec-2021	Mayoral	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
League of California Cities - Revenue and Taxation Policy Committee, Peninsula Division Representative [OA]	Nov-2021	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local Agency Formation Commission of Santa Clara County - Alternate Cities Member [OA, CASCC]	May-2024	Outside Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Airport Land Use Commission, Alternate [OA, CASCC]	May-2024	Primary Appointee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Silicon Valley Regional Interoperability Authority - Board of Directors [M]	Jun-2022	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Valley Water - Valley Water/City of Sunnyvale Joint Recycled Water Committee [M]	Dec-2021	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Requested Appointments: _____

Councilmember Signature: Russ Melton Date: Nov 15, 2022

Appointments Made by Outside Agencies: An indication on this form to “retain” an existing appointment will not initiate the application process. Councilmembers wishing to retain appointments made by outside agencies should inquire with the appointing agency regarding its application process and timelines.

Outside agency appt. [OA]; Ratification Pending [RP]; CASCSC appt. [CASCSC]; Mayoral appt. [M]

* - Interested in continuing an existing assignment (retain)

** - Interested in withdrawing or no longer serving on an existing assignment (release)

*** - Interested in making assignment available to other interested councilmembers but happy to retain if no one else has an interest in the assignment (offer)

Committee	Term Exp	Appointments Made By:	Retain*	Release**	Offer***
SEAT 3 - MASON FONG					
Cities Association of Santa Clara County - Board of Directors, Alternate [M]	Dec-2021	Mayoral			
Valley Transportation Authority - Policy Advisory Committee	Dec-2021	Council			
Valley Transportation Authority - State Route 85 Corridor Policy Advisory Board	Dec-2021	Council			
Valley Water - Water Commission, Alternate	Dec-2021	Council			
Community Event and Neighborhood Grant Distributions Committee	Dec-2021	Council			

Other Requested Appointments: _____

Councilmember Signature: _____ Date: _____

Appointments Made by Outside Agencies: An indication on this form to "retain" an existing appointment will not initiate the application process. Councilmembers wishing to retain appointments made by outside agencies should inquire with the appointing agency regarding its application process and timelines.

Outside agency appt. [OA]; Ratification Pending [RP]; CASCC appt. [CASCC]; Mayoral appt. [M]

* - Interested in continuing an existing assignment (retain)

** - Interested in withdrawing or no longer serving on an existing assignment (release)

*** - Interested in making assignment available to other interested councilmembers but happy to retain if no one else has an interest in the assignment (offer)

Committee	Term Exp	Appointments Made By:	Retain*	Release**	Offer***
DISTRICT 2 - ALYSA CISNEROS					
Caltrain Modernization (CalMod) - Local Policy Maker Group, Alternate [M]	Dec-2021	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cities Association of Santa Clara County - Legislative Action Committee, Alternate [M]	Dec-2021	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Clara County - Expressway 2040 Policy Advisory Board	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Event and Neighborhood Grant Distributions Committee	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Requested Appointments: _____

Councilmember Signature: *alysa cisneros*
alysa cisneros Nov 18, 2021 14:52 PST

Date: **Nov 18**

2022 COUNCIL IGR ASSIGNMENTS REVIEW FORM

Appointments Made by Outside Agencies: An indication on this form to "retain" an existing appointment will not initiate the application process. Councilmembers wishing to retain appointments made by outside agencies should inquire with the appointing agency regarding its application process and timelines.

Outside agency appt. [OA]; Ratification Pending [RP]; CASC apppt. [CASC]; Mayoral appt. [M]

* - Interested in continuing an existing assignment (retain)

** - Interested in withdrawing or no longer serving on an existing assignment (release)

*** - Interested in making assignment available to other interested councilmembers but happy to retain if no one else has an interest in the assignment (offer)

Committee	Term Exp	Appointments Made By:	Retain*	Release**	Offer***
DISTRICT 6 - OMAR DIN					
Cities Association of Santa Clara County - Santa Clara/Santa Cruz Counties Community Roundtable on Airplane Noise, Alternate [M]	Dec-2021	Mayoral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moffett Federal Air Field Restoration Advisory Board	Dec-2021	Council	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Valley Transportation Authority - Policy Advisory Committee, Alternate	Dec-2021	Council	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Valley Water - Water Commission	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Event and Neighborhood Grant Distributions Committee	Dec-2021	Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Requested Appointments: Interested in VTA PAC main

Councilmember Signature: [Signature] Date: 11/07/20



City of Sunnyvale

Agenda Item

21-0174

Agenda Date: 12/7/2021

Ceremonial Oath of Office for Commission Member



City of Sunnyvale

Agenda Item

21-0914

Agenda Date: 12/7/2021

SUBJECT

Approve the Joint City Council and Santa Clara Valley Water District Board of Directors Meeting Minutes of October 6, 2021

RECOMMENDATION

Approve the Joint City Council and Santa Clara Valley Water District Board of Directors Meeting Minutes of October 6, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Wednesday, October 6, 2021

6:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

Special Joint Meeting of the City Council and the Santa Clara Valley Water District Board of Directors - 6 PM

1 CALL TO ORDER

A Special Joint Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors, and the Sunnyvale City Council, conducted by Zoom Teleconference, was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 6:00 p.m.

1.1 Roll Call

Valley Water Board members participating by teleconference were Linda J. LeZotte and John L. Varela, with Nai Hsueh, Richard Santos, and Tony Estremera being present in the Boardroom. Valley Water Directors Barbara Keegan and Gary Kremen were excused from attending.

Present: 7 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Mason Fong
Councilmember Alysa Cisneros
Councilmember Omar Din

Sunnyvale Council Members participating by teleconference were Mayor Larry Klein, Vice Mayor Glenn Hendricks, Gustav Larsson, Russ Melton, Mason Fong, Alysa Cisneros, and Omar Din.

Valley Water staff in attendance was M. King, Clerk, Board of Directors. Valley Water staff participating by teleconference were R. Callender, Chief Executive Officer, C. Orellana, District Counsel, J. Aranda, A. Baker, R. Blank, S. Bogale, R. Chan, V. Gin, L. Orta, M. Richardson, D. Rocha, K. Struve, D. Taylor, S. Tippetts, B. Yerrapotu, and T. Yoke.

Sunnyvale staff participating by teleconference were K. Steffens, City Manager, T. Silva, Assistant City Manager, J. Nagel, City Attorney, D. Carnahan, City Clerk, S. Barajas, R. Chinnakotla, M. King, M. Nasser, and C. Taylor.

1.2 Pledge of Allegiance/National Anthem

Valley Water Director Santos led all present in reciting the Pledge of Allegiance.

1.3 Introductions/Opening Comments

Valley Water Chairperson Estremera and Sunnyvale Mayor Klein participated in introductions and opening comments.

1.4 Time Open for Public Comment on any Item not on the Agenda

Chairperson Estremera declared Time Open for Public Comment on any Item not on the Agenda.

Mr. Bruce Hahne, Sunnyvale resident, requested Sunnyvale consider offering incentives to encourage installation of individual water meters in condominiums and other multi-family developments, and revising the Utilities Department's policies to allow for individual billing when meters are installed.

2 TIME CERTAIN 6 p.m.

2.1 [21-0167](#) Receive an Update on the Water Shortage Emergency Condition and Call for Conservation

Mr. Rick Callender, Valley Water Chief Executive Officer, and Mr. Aaron Baker, Valley Water Chief Operating Officer, reviewed the information on this item per the attached Board Agenda Memo, and Ms. Neeta Bijoor, Valley Water Associate Water Resources Specialist, reviewed the corresponding presentation materials contained in Attachment 1.

The Board and Council noted the information, without formal action.

2.2 [21-0970](#) Update on Valley Water Purified Water Program

Kirsten Struve, Valley Water Assistant Officer, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding presentation materials contained in Attachment 1.

The Board and Council noted the information, without formal action.

2.3 [21-0971](#) Receive an Update on the Sunnyvale Clean Water Program

Mr. Ken Steffens, Sunnyvale City Manager, provided a brief introduction of this item and its presenting staff, and Mr. Chip Taylor, Sunnyvale Public Works Director, Mr. Ramana Chinnakotla, Sunnyvale Environmental Services Director, and Mr. Mansour Nasser, Sunnyvale Water and Sewer Systems Division Manager, reviewed the presentation materials contained in Attachment 1.

The Board and Council noted the information, without formal action.

2.4 [21-0968](#) Sunnyvale East/West Channels Flood Protection Project Update

Ms. Rechelle Blank, Valley Water Deputy Operating Officer, and Mr. Stephen Ferranti, Valley Water Capital Engineering Manager, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding presentation materials contained in Attachment 1.

The Board and Council noted the information, without formal action.

2.5 [21-0175](#) Receive an Update on the Moffett Park Specific Plan

Ms. Michelle King, Sunnyvale Project Manager, Moffett Park Specific Plan, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding presentation materials contained in Attachment 1.

The Board and Council noted the information, without formal action.

2.6 [21-0967](#) Receive an Update on the South San Francisco Bay Shoreline Study

Ms. Blank and Ms. Sunshine Julian, Valley Water Capital Engineering Manager, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding presentation materials contained in Attachment 1.

The Board and Council noted the information, without formal action.

3 ADJOURN

3.1 Closing Remarks

Valley Water Chairperson Estremera and Sunnyvale Mayor Klein participated in closing remarks.

Chairperson Estremera adjourned the Water District meeting at 9:15 p.m.

Mayor Klein adjouved the Special Council meeting a 9:15 p.m.



City of Sunnyvale

Agenda Item

21-1108

Agenda Date: 12/7/2021

SUBJECT

Approve City Council Meeting Minutes of November 22, 2021

RECOMMENDATION

Approve the City Council Meeting Minutes of November 22, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Monday, November 22, 2021

5:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

Special Meeting: Public Hearing/General Business - 5 PM

5 P.M. SPECIAL COUNCIL MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on November 16, 2021.

Mayor Klein called the meeting to order at 5:01 p.m. via teleconference.

ROLL CALL

Present: 6 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

PUBLIC HEARINGS/GENERAL BUSINESS

[21-0937](#) Discussion Regarding Next Steps Related to Councilmember Mason Fong's Resignation and Direction Regarding the Date to Declare the Vacancy in City Council Seat No. 3

City Clerk David Carnahan provided the staff report and presentation.

Public Hearing opened at 5:34 p.m.

Mike Serrone communicated opposition to options requiring an election to fill the

vacancy and support for the rank choice voting system.

Stephen Meier shared support for the option to fill the vacancy by appointment and rank choice voting. He voiced concerns regarding adding requirements or criteria to be used during the selection process.

Scott Duncan urged Council to approve Option 3 (fill vacancy by appointment) and to not appoint a candidate residing in a council district being voted on during the November 8, 2022 Election (Districts 1, 3 or 5).

Steve Scandalis communicated support for avoiding options that include an election, appointing a candidate that may benefit as an incumbent or a candidate who serves as a political operative.

Richard Mehlinger shared support for excluding candidates that reside in council districts being voted on during the November 8, 2022 Election.

Valérie Suarès voiced opposition to options requiring an election and urged Council to approve the appointment process to fill the vacancy.

Public Hearing closed at 5:47 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to approve Alternative 1: Direct staff to return on December 14 to declare the At-Large Seat 3 vacant.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Cisneros
Councilmember Din

No: 0

MOTION: Councilmember Larsson moved and Vice Mayor Hendricks second the motion to direct staff to establish an appointment timeline that leads to an appointment on February 3 or later.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Cisneros
Councilmember Din

No: 0

MOTION: Councilmember Melton moved and Mayor Klein seconded the motion to direct staff to return to Council as soon as possible with one of the following two amendments to Sunnyvale Municipal Code 2.30.030:

- Increase the candidate cut off in 2.30.030(f)(2) to a number larger than five at Council's direction; or
- Eliminate 2.30.030(f)(2) in its entirety with revisions to 2.30.030(f)(1) and/or 2.30.030(f)(3) to accomplish the elimination of (f)(2).

The motion failed with the following vote:

Yes: 1 - Councilmember Melton

No: 5 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Cisneros
Councilmember Din

ADJOURN SPECIAL MEETING

Mayor Klein adjourned the meeting at 6:58 p.m.



City of Sunnyvale

Agenda Item

21-0205

Agenda Date: 12/7/2021

SUBJECT

Approve City Council Meeting Minutes of November 30, 2021

RECOMMENDATION

Approve the City Council Meeting Minutes of November 30, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

City Council

Tuesday, November 30, 2021

4:30 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

**Special Meeting: Closed Session - 4:30 PM | Special Meeting: Study Session - 5:30 PM |
Regular Meeting - 7 PM**

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

Call to Order

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on November 16, 2021.

Mayor Klein called the meeting to order at 4:30 p.m. via teleconference.

Roll Call

Present: 6 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

Public Comment

Public Comment opened at 4:32 p.m.

No speakers.

Public Comment closed at 4:32 p.m.

Convene to Closed Session

A [21-0851](#) Closed Session Held Pursuant to California Government Code
Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager and City Attorney

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 5:14 p.m.

5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)

Call to Order

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on November 16, 2021.

Mayor Klein called the meeting to order at 5:30 p.m. via teleconference.

Roll Call

Present: 6 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

Study Session

B [21-0796](#) DPW 18-07 Feasibility of Acquiring Control of Caltrans Traffic Signals on El Camino Real and DPW 19-10 Improving Traffic Operations at Fremont/Bernardo/Hwy 85

Transportation and Traffic Manager Dennis Ng provided the staff report and presentation.

Public Comment opened at 6:49 p.m.

No speakers.

Public Comment closed at 6:49 p.m.

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 6:50 p.m.

7 P.M. COUNCIL MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on November 16, 2021.

Mayor Klein called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 6 - Mayor Larry Klein
Vice Mayor Glenn Hendricks
Councilmember Gustav Larsson
Councilmember Russ Melton
Councilmember Alysa Cisneros
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

CLOSED SESSION REPORT

Vice Mayor Hendricks reported that Council met in Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Manager and City Attorney; nothing to report.

SPECIAL ORDER OF THE DAY

C [21-1079](#) Recognition of NOVA Workforce Services Director Upon Her Retirement

Mayor Klein presented a certificate to NOVA Workforce Services Director Kris Stadelman in recognition of her retirement.

Ms. Stadelman addressed the City Council.

PRESENTATION

D [21-0946](#) 2021 Municipal Information Systems Association of California (MISAC) Awards, Presented by MISAC Board Member Gaurav

Garg

MISAC Board Member Gaurav Garg presented the MISAC Excellence in IT to Chief Information Officer Kathleen Boutté Foster and the Information Technology team.

Ms. Boutté Foster spoke towards the recognition.

E [21-0701](#) Informational Update on Project Homekey Sites Located Near Sunnyvale by Santa Clara County Director of the Office of Supportive Housing Consuelo Hernandez

Santa Clara County Director of the Office of Supportive Housing Consuelo Hernandez provided the presentation.

ORAL COMMUNICATIONS

Leticia inquired on assistance and housing for unhoused individuals.

CONSENT CALENDAR

MOTION: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to approve agenda items 1.A through 1.I.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
 Vice Mayor Hendricks
 Councilmember Larsson
 Councilmember Melton
 Councilmember Cisneros
 Councilmember Din

No: 0

1.A [21-0019](#) Approve City Council Meeting Minutes of November 9, 2021
Approve the City Council Meeting Minutes of November 9, 2021 as submitted.

1.B [21-0168](#) Approve City Council Meeting Minutes of November 16, 2021
Approve the City Council Meeting Minutes of November 16, 2021 as submitted.

1.C [21-0262](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Approve the list(s) of claims and bills.

- 1.D** [21-1037](#) Receive and File the City of Sunnyvale Investment Report - Third Quarter 2021

Receive and file the City of Sunnyvale - Third Quarter 2021 Investment Report.

- 1.E** [21-1045](#) Authorize Amending an Existing Purchase Agreement with Valley Oil for Unleaded and Diesel Fuel (F22-059)

Take the following actions:

- Authorize the City Manager to amend the existing purchase agreement with Valley Oil for unleaded and diesel fuel, increasing the not-to-exceed amount by \$260,000 for a new not-to-exceed amount of \$765,000; and
- Authorize the City Manager to amend the not-to-exceed amount, subject to available budget and if pricing and service remain acceptable to the City.

- 1.F** [21-0896](#) Authorize the City Manager to Execute the First Amendment to the 1178 Sonora Court Disposition and Development Agreement Between the City of Sunnyvale and Mid-Peninsula Baker Park, Inc. to Extend the Close of Escrow Date and Incorporate the Ability to Enter into a Short-Term Lease with MP Sonora Court Associates, L.P. for the City-Owned Property at 1178 Sonora Court into the Disposition and Development Agreement

Authorize the City Manager to execute the First Amendment to the 1178 Sonora Court disposition and development agreement between the City of Sunnyvale and Mid-Peninsula Baker Park, Inc., to extend the close of escrow date and incorporate the ability to enter into a short-term lease with MP Sonora Court Associates, L.P. for the City-owned property at 1178 Sonora Court into the disposition and development agreement.

- 1.G** [21-1038](#) Consent and First Amendment to Agreement with Zanker Road Resource Management, Ltd to Process Organic Materials from the SMaRT Station®

Authorize the City Manager to execute the consent and First Amendment to the agreement between the City of Sunnyvale and Zanker Road Resource Management, Ltd, in substantially the same form as Attachment 2 to the report, to Process Organic Materials from the SMaRT Station.

- 1.H** [21-1044](#) Adopt Ordinance No. 3183-21 Repealing and Re-Adopting Chapter 8.16 (Solid Waste Handling and Recycling) of Title 8

(Health and Sanitation) and Adding Chapter 16.74
(Construction and Demolition Diversion) of Title 16 (Buildings
and Construction) of the Sunnyvale Municipal Code

Adopt Ordinance No. 3183-21 repealing and re-adopting Chapter 8.16 (Solid Waste
Handling and Recycling) of Title 8 (Health and Sanitation) and adding Chapter
16.74 (Construction and Demolition Diversion) of Title 16 (Buildings and
Construction) of the Sunnyvale Municipal Code.

- 1.I [21-1071](#) Adopt Ordinance No. 3184-21 Amending Section 19.37.060
(General Planting, Soil Management and Water Feature
Design Requirements) and Section 19.38.030 (Recycling and
Solid Waste Facilities) of Title 19 (Zoning) of the Sunnyvale
Municipal Code

Adopt Ordinance No. 3184-21 amending Section 19.37.060 (General Planting, Soil
Management and Water Feature Design Requirements) and Section 19.38.030
(Recycling and Solid Waste Facilities) of Title 19 (Zoning) of the Sunnyvale
Municipal Code.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [21-0921](#) Approve the Java Drive Road Diet Removal of One Mixed Flow
Lane in Each Direction Between Mathilda and Crossman
Avenues, Select Class II-B Buffered Bike Lanes (Option 1) for
Final Design and Construction and Find that this Action is
Categorically Exempt from the California Environmental Quality
Act (CEQA Guidelines Section 15301(c))

Principal Transportation Engineer/Planner Angela Obeso provided the staff report
and presentation.

Public Hearing opened at 8:02 p.m.

Richard Mehlinger, Bicycle and Pedestrian Advisory Commission Chair
communicated the Commission's support for the project and urged Council to
approve the project. Speaking on his own behalf, he voiced support for the project
as it encourages bicycling in the Moffett Park area.

Leia Mehlman spoke towards the proposed bicycle-pedestrian infrastructure
integrating with the future plans for the Moffett Park area and requested Council
approve the project.

Tim Oey shared support for the project and spoke towards the project advancing Active Transportation Plan and Vision Zero priorities.

Ari Feinsmith communicated support for the project and spoke towards the benefits of the proposed bike lanes.

Amanda shared support for the project.

Public Hearing closed at 8:11 p.m.

MOTION: Councilmember Din moved and Councilmember Cisneros seconded the motion to approve Alternative 1: Approve the Java Drive Road Diet removal of one mixed flow lane in each direction between Mathilda and Crossman Avenues and select Option 1 (Class II-B buffered bike lanes) for final design and construction and make a finding of categorical exemption from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c).

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Cisneros
Councilmember Din

No: 0

- 3** [21-1031](#) Introduction of an Ordinance to Amend Chapter 1.04 of the Sunnyvale Municipal Code Relating to Attorney's Fees and Costs for Abatement of Public Nuisances

Assistant City Attorney Anais Aquino provided the staff report.

Public Hearing opened at 8:24 p.m.

No speakers.

Public Hearing closed at 8:24 p.m.

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to approve Alternative 1: Introduce an Ordinance amending Chapter 1.04 (General Penalty) by adding Section 1.04.080 (Attorneys' Fees and Costs for

Abatement of Public Nuisances) to the Sunnyvale Municipal Code and find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

City Clerk David Carnahan read the Ordinance title for the record.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Cisneros
Councilmember Din

No: 0

4 [21-0172](#) Appoint Applicant to the Planning Commission

City Clerk David Carnahan provided the staff report.

Public Hearing opened at 8:27 p.m.

No speakers.

Public Hearing closed at 8:27 p.m.

City Clerk David Carnahan conducted random order roll call votes, tallied the votes and reported the results as follows:

Planning Commission

Yasaman Hakami

Vote: 0-0-6 (Abstentions by Mayor Klein, Vice Mayor Hendricks and all Councilmembers)

Nathan Iglesias

Vote: 5-0-1 (Abstention by Vice Mayor Hendricks)

Richard Leshner

Vote: 3-0-3 (Abstentions by Vice Mayor Hendricks and Councilmembers Cisneros and Din)

Marco Vasquez

Vote: 0-0-6 (Abstentions by Mayor Klein, Vice Mayor Hendricks and all Councilmembers)

Nathan Iglesias was appointed to the Planning Commission to serve a term expiring 6/30/2023.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Larsson shared details he learned at a recent Bay Area Water Supply and Conservation Agency (BAWSCA) meeting that the San Francisco Public Utilities Commission voted to declare a water shortage emergency and called for a 10 percent reduction by its San Francisco customers. A 14 percent voluntary purchase reduction by Sunnyvale has been requested.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Cisneros proposed a study issue to explore how to address the crow and nuisance bird issue in Sunnyvale through abatement. Mayor Klein and Councilmembers Melton and Din co-sponsored the study issue.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

<u>21-0614</u>	Tentative Council Meeting Agenda Calendar
<u>21-0930</u>	Board/Commission Meeting Minutes
<u>21-0993</u>	Information/Action Items
<u>21-1103</u>	Board/Commission Resignation (Information Only)

ADJOURNMENT

Mayor Klein adjourned the meeting at 8:36 p.m.



City of Sunnyvale

Agenda Item

21-0263

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
102	11-14-21 through 11-20-21	\$3,541,460.82

Payments made by the City are controlled in a variety of ways. In general, payments are reviewed by the appropriate City staff for compliance with the goods or services provided. Any discrepancies are resolved and re-submitted for payment. Different levels of dollar amounts for payments require varying levels of approval within the organization. Ultimately payments are reviewed and processed by the Finance Department. Budgetary control is set by Council through the budget adoption resolution.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Tim Kirby, Director of Finance
Reviewed by: Jaqui Guzmán, Deputy City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

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

City of Sunnyvale

LIST # 102

**List of All Claims and Bills Approved for Payment
For Payments Dated 11/14/2021 through 11/20/2021**

Sorted by Payment Type, Payment Number and Invoice Number

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
CHECK	XXXXX6601	11/16/2021	BGC Environmental Brokerage Services LP	4,794.00	Transaction: 11082108	NOx offsets as required by BAAQMD permit process.	4,794.00	0.00	\$4,794.00
	XXXXX6602	11/16/2021	CSULB Foundation	746.00	A15-X31 C23-V57	Registration costs for Advanced CSI 10/4/21 - 10/6/21	746.00	0.00	\$746.00
	XXXXX6603	11/16/2021	MUFG Union Bank NA	2,865.00	1277647	Custody Trust AC#6736305900 4/1-6/30/2021 Svc	2,865.00	0.00	\$2,865.00
	XXXXX6604	11/16/2021	Mark Merrill	86.98	EXP0000226 72636	Uniform Reimbursement M Merrill	86.98	0.00	\$86.98
	XXXXX6605	11/16/2021	Campanella Corporation	3,745.69	187451-52252	Utility credit balance refund	3,745.69	0.00	\$3,745.69
	XXXXX6606	11/16/2021	Goodfellow Brothers, Inc.	2,201.92	206189-52878	Utility credit balance refund	2,201.92	0.00	\$2,201.92
	XXXXX6607	11/16/2021	Hang Nguyen	134.40	194921-12822	Utility credit balance refund	134.40	0.00	\$134.40
	XXXXX6608	11/16/2021	JJR Construction	4,150.95	188817-49008	Utility credit balance refund	4,150.95	0.00	\$4,150.95
	XXXXX6609	11/16/2021	Mandujano Brothers Construction	4,335.14	206461-75784	Utility credit balance refund	4,335.14	0.00	\$4,335.14
	XXXXX6610	11/16/2021	MCH Electric, Inc.	3,625.72	193609-11350	Utility credit balance refund	3,625.72	0.00	\$3,625.72
	XXXXX6611	11/16/2021	Nexgen Builders Inc.	3,801.11	137505-11352	Utility credit balance refund	3,801.11	0.00	\$3,801.11

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6612	11/16/2021	Spectral Incorporated	69.41	013352	Refund of overpayment. Closed license, returned original, requesting 2022 refund.	69.41	0.00	\$69.41
	XXXXX6613	11/16/2021	Sharon Allen	40.58	061139	Refund of overpayment. Closed license, returned original, requesting 2022 refund.	40.58	0.00	\$40.58
	XXXXX6614	11/16/2021	Abode Services	48,054.48	TBRA 2021-2022-2	Tenant-Based Rental Assistance Program for Aug 2021	48,054.48	0.00	\$101,890.01
				53,835.53	TBRA 2021-2022-3	Tenant-Based Rental Assistance Program for Sept 2021	53,835.53	0.00	
	XXXXX6615	11/16/2021	Advanced Chemical Transport Inc	3,831.84	365873	Chemical	3,831.84	0.00	\$3,831.84
	XXXXX6616	11/16/2021	Airgas USA LLC	114.90	9119538729	Acetylene	114.90	0.00	\$215.98
				101.08	9119638540	Acetylene	101.08	0.00	
	XXXXX6617	11/16/2021	AI Clancy & Assoc	666.40	COS21102	Asbestos & Lead Sampling	666.40	0.00	\$666.40
	XXXXX6618	11/16/2021	Alhambra	2.99	19768402 110121 DPW SOC	Water Cooler rental	2.99	0.00	\$68.84
				24.99	19768402 110121 LIB	Water Cooler	24.99	0.00	
				40.86	19768402 110121 PARKS	Water Cooler Rental	40.86	0.00	
	XXXXX6619	11/16/2021	Alpine Awards Inc	5,070.55	5547629	Bronze Plaques	5,070.55	0.00	\$5,070.55

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6620	11/16/2021	Amazon Capital Services Inc	25.55	13FX-D11P-XH7K		25.55	0.00	\$368.82
				43.17	19CX-VRCL-9CM1		43.17	0.00	
				180.28	1DL7-T61D-PWY7		180.28	0.00	
				36.00	1KDM-NP74-C4QX		36.00	0.00	
				32.06	1P9Q-NTJD-KNTN		32.06	0.00	
				51.76	1VJX-NHCC-W36T		51.76	0.00	
	XXXXX6621	11/16/2021	AppleOne Employment Services	1,975.20	01-6101343	Finance 11/06/21	1,975.20	0.00	\$5,117.22
				1,901.04	01-6101344	Fleet 11/06/21	1,901.04	0.00	
				1,240.98	01-6101345	WPCP 11/06/21	1,240.98	0.00	
	XXXXX6622	11/16/2021	Backflow Prevention Specialists Inc	202.00	WO-041687	Tested and certified 1 assembly	202.00	0.00	\$928.00
				342.00	WO-041689	Tested & certified two (2) backflow assemblies	342.00	0.00	
				182.00	WO-041690	Tested & certified one (1) backflow assembly	182.00	0.00	
				202.00	WO-041692	Tested & certified one (1) backflow assembly	202.00	0.00	
	XXXXX6623	11/16/2021	Bay Area Air Quality Management District	6,500.00	2022-Q1	"Compliance Agmt 2022-Q1 Dec2021-Feb 2022	6,500.00	0.00	\$6,500.00
	XXXXX6624	11/16/2021	Bill Wilson Center	7,747.47	90-2021-1	Grant Reimbursement for Q1-Jul-Sept 2021	7,747.47	0.00	\$7,747.47

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6625	11/16/2021	Cengage Learning Inc	54.10	76138175	Books	54.10	0.00	\$86.39
				32.29	76143612	Books	32.29	0.00	
	XXXXX6626	11/16/2021	Cherryhill Neighborhood Assn	117.50	CherryhillOrg	Reimbursement for creating website sunnyvaleneighborhods.org	117.50	0.00	\$117.50
	XXXXX6627	11/16/2021	Cintas Loc #38K	10.47	4100827321	Uniform	10.47	0.00	\$20.94
				10.47	4101418349	Uniform	10.47	0.00	
	XXXXX6628	11/16/2021	City of Santa Clara	590.58	September 2021	AC#00017353-01	590.58	0.00	\$590.58
	XXXXX6629	11/16/2021	CSG Consultants Inc	72,735.00	B211852	Building Plan Review Services	72,735.00	0.00	\$72,735.00
	XXXXX6630	11/16/2021	Ferguson US Holdings Inc	4,073.85	1666300	Parts	4,073.85	0.00	\$4,073.85
	XXXXX6631	11/16/2021	Gardenland Power Equipment	114.71	894536	Parts	114.71	0.00	\$660.28
				115.85	894541	Parts	115.85	0.00	
				400.20	894551	Parts	400.20	0.00	
				29.52	894555	Parts	29.52	0.00	
	XXXXX6632	11/16/2021	The Goodyear Tire & Rubber Co	571.72	189-1107740	Parts & Service	571.72	0.00	\$571.72
	XXXXX6633	11/16/2021	GRM Information Management Services	1,476.78	00118201	Storage for September 2021	1,476.78	0.00	\$1,476.78
	XXXXX6634	11/16/2021	Ground Zero Analysis Inc	3,012.96	28523	Ref: Golden West Collision center	3,012.96	0.00	\$18,157.91
				5,511.20	28544	Phase 2 Project Mgmt.	5,511.20	0.00	
				9,633.75	28578	Golden West Collision Center Proj Mgmt.	9,633.75	0.00	
	XXXXX6635	11/16/2021	Grundfos CBS Inc	750.00	1900276600	Diagnostic service Murphy Park	750.00	0.00	\$750.00
	XXXXX6636	11/16/2021	Hefner Stark & Marois LLP	702.00	8327.0002-3	Legal Fees	702.00	0.00	\$702.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6637	11/16/2021	Heritage Bank of Commerce	27,595.50	FOAOHBRID GE#16	TR-13/01-16	27,595.50	0.00	\$27,595.50
	XXXXX6638	11/16/2021	Humane Society Silicon Valley	33,856.21	INV193	Sunnyvale Animal Intake, Shelter & Medical Services Sep 2021	33,856.21	0.00	\$72,740.57
				38,884.36	INV205	Sunnyvale Animal Intake, Shelter & Medical Services Oct 2021	38,884.36	0.00	
	XXXXX6639	11/16/2021	Hybrid Commercial Printing Inc	1,080.34	27366	Tow Away Signs	1,080.34	0.00	\$1,080.34
	XXXXX6640	11/16/2021	Iconix Waterworks	302.49	U2116056459	Parts	302.49	0.00	\$829.05
				526.56	U2116057894	Parts	526.56	0.00	
	XXXXX6641	11/16/2021	Imperial Headwear	777.81	411017	Golf Store	777.81	0.00	\$777.81
	XXXXX6642	11/16/2021	Infosend Inc	1,815.49	197106	Statement Data Processing/Print/Mail Prep Service	1,815.49	0.00	\$6,432.07
				1,679.16	200522	Statement Data Processing/Print/Mail Prep Service	1,679.16	0.00	
				2,937.42	200523	Statement Postage	2,937.42	0.00	
	XXXXX6643	11/16/2021	Inhouse Commercial Recyclers LLC	750.00	21101CS30S 4	Book Recycling Program	750.00	0.00	\$750.00
	XXXXX6644	11/16/2021	Intex Auto Parts	160.49	2-73821-12	Parts	160.49	0.00	\$1,041.86
				121.76	2-73987-15	Parts	121.76	0.00	
				66.90	2-74110-6	Parts	66.90	0.00	
				29.46	2-74376-13	Parts	29.46	0.00	
				15.28	2-74437-17	Parts	15.28	0.00	
				21.83	2-74584-5	Parts	21.83	0.00	
				37.10	2-74846-13	Parts	37.10	0.00	
				12.59	2-76581-11	Parts	12.59	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				38.25	2-76795-18	Parts	38.25	0.00	
				512.01	2-77481-14	Parts	512.01	0.00	
				26.19	3-71518-4	Parts	26.19	0.00	
	XXXXX6645	11/16/2021	JAM Services Inc	6,116.46	150341	POLARA 2 WIRE TOUCHLESS PPB	6,116.46	0.00	\$6,253.68
				137.22	151525	Parts	137.22	0.00	
	XXXXX6646	11/16/2021	Joseph J Albanese Inc	534,314.50	FOAOHBRIDGE#16	TR-13/01-16	534,314.50	0.00	\$534,314.50
	XXXXX6647	11/16/2021	Keenan & Associates	5,518.00	266173	Hazardous Waste Risk Mgmt Fee Jul-Sep 2021	5,518.00	0.00	\$5,518.00
	XXXXX6648	11/16/2021	Keller Supply Company	3,574.08	S016106312.001	Supplies	3,574.08	0.00	\$3,574.08
	XXXXX6649	11/16/2021	LexisNexis Risk Solutions	130.00	1409790-20211031	Oct 2021 Activities	130.00	0.00	\$130.00
	XXXXX6650	11/16/2021	Mallory Safety & Supply LLC	2,835.46	5222708	Stores Inventory	2,835.46	0.00	\$2,835.46
	XXXXX6651	11/16/2021	Management Partners Inc	675.00	INV09546	Purchasing Consulting Services Jun 2021	675.00	0.00	\$675.00
	XXXXX6652	11/16/2021	McMaster Carr Supply Co	577.14	66108451	Supplies	577.14	0.00	\$712.21
				135.07	66333415	Supplies	135.07	0.00	
	XXXXX6653	11/16/2021	Midwest Tape	40.90	501225617	Library Materials	40.90	0.00	\$139.07
				98.17	501251417	Library Materials	98.17	0.00	
	XXXXX6654	11/16/2021	Mountain View Garden Center	769.12	107867	Supplies	769.12	0.00	\$2,005.79
				234.35	108044	Supplies	234.35	0.00	
				297.37	108134	Supplies	297.37	0.00	
				297.37	108138	Supplies	297.37	0.00	
				203.79	108192	Supplies	203.79	0.00	
				203.79	108211	Supplies	203.79	0.00	
	XXXXX6655	11/16/2021	Musson Theatrical Inc	52.50	00452508	Repair Labor	52.50	0.00	\$52.50
	XXXXX6656	11/16/2021	NI Government	78.77	21072908851	Satellite Telephone	78.77	0.00	\$78.77

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Services Inc			Services July 2021			
	XXXXX6657	11/16/2021	Nutrien AG Solutions Inc	4,146.75	46945204	Supplies	4,146.75	0.00	\$12,440.25
				8,293.50	46945205	Supplies	8,293.50	0.00	
	XXXXX6658	11/16/2021	Office Depot Inc	49.64	204351467001	Marion Valino 10/22/2021	49.64	0.00	\$709.33
				30.19	204351471001	Marion Valino 10/22/2021	30.19	0.00	
				159.46	204818457001	Priscilla Luckey 10/11/2021	159.46	0.00	
				196.38	204818458001	Priscilla Luckey 10/11/2021	196.38	0.00	
				181.34	205597438001	Julie Callaghan 11/10/2021	181.34	0.00	
				43.64	207639790001	Anjelene Manzanares 11/9/2021	43.64	0.00	
				48.68	210094120001	Patricia Pickett 11/11/2021	48.68	0.00	
	XXXXX6659	11/16/2021	OverDrive Inc	130.99	13449CO21450598	Ebook & Audiobooks	130.99	0.00	\$1,313.33
				1,182.34	13449DA21451156	Ebooks & Audiobooks	1,182.34	0.00	
	XXXXX6660	11/16/2021	P&R Paper Supply Co Inc	2,356.20	30394006-00	Stores Inventory Cr Memo 30394273-00 Applied	2,356.20	0.00	\$2,356.20
	XXXXX6661	11/16/2021	Pacific Coast Trane Controls	2,894.17	S110621	Parts & Labor	2,894.17	0.00	\$2,894.17
	XXXXX6662	11/16/2021	Pacific Gas & Electric Co	3,342.76	0395847945-7 1021	121 W Evelyn Ave- Multimodal	3,342.76	0.00	\$3,940.89
				598.13	0607513452-5 0921	Traffic Signals	598.13	0.00	
	XXXXX6663	11/16/2021	Pacific Plumbing & Underground	2,375.00	69175SR	9/24/2021 Service	2,375.00	0.00	\$2,375.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6664	11/16/2021	Pacific West Security Inc	205.00	54041	CNC Nov 2021	205.00	0.00	\$205.00
	XXXXX6665	11/16/2021	Pine Cone Lumber Co Inc	25.23	121499	Supplies	25.23	0.00	\$1,538.88
				15.59	123727	Supplies	15.59	0.00	
				1,498.06	125108	Stores Inventory \$13.77 Discount By 12/10/21	1,511.83	13.77	
	XXXXX6666	11/16/2021	Priority 1 Public Safety Equipment	13,507.89	8491	Parts & Installation Service	13,507.89	0.00	\$42,524.45
				16,681.07	8511	Parts & Installation Service	16,681.07	0.00	
				12,335.49	8512	Parts & Installation Service	12,335.49	0.00	
	XXXXX6667	11/16/2021	Pro-Sweep Inc	856.96	302630	121 W Evelyn Nov 2021	856.96	0.00	\$1,392.56
				535.60	302631	121 W Evelyn Nov 201	535.60	0.00	
	XXXXX6668	11/16/2021	Procure America Inc	24,230.76	11-2001U (tou)	Svc to identify savings in PG&E usage Sep-Nov 2020	24,230.76	0.00	\$26,809.98
				2,579.22	3-2101U (tou)	Svc to identify savings in PG&E usage Oct 20-Mar 21	2,579.22	0.00	
	XXXXX6669	11/16/2021	R & R Refrigeration & Air Conditioning	571.33	71399	Parts & Mtnce	571.33	0.00	\$947.33
				376.00	71406	Preventive Mtnce	376.00	0.00	
	XXXXX6670	11/16/2021	Reed & Graham Inc	3,368.75	014043	PMCRS-2H	3,368.75	0.00	\$26,730.38
				5,211.94	014741	Emulsion	5,211.94	0.00	
				1,455.64	015126	Broken AC & Asphalt \$76.61 Discount By 11/20/21	1,532.25	76.61	
				573.00	015127	Asphalt \$30.16 Discount By 11/20/2021	603.16	30.16	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				2,927.87	015874	Broken AC & Asphalt \$154.10 Discount By 11/28/21	3,081.97	154.10	
				1,419.69	015875	SS-1H Emuls & Asphalt \$74.72 Discount By 11/28/21	1,494.41	74.72	
				1,587.34	015986	Broken AC & Asphalt \$83.54 Discount By 11/29/21	1,670.88	83.54	
				2,048.95	015987	Asphalt \$107.84 Discount By 11/29/2021	2,156.79	107.84	
				118.75	016095	Broken AC \$6.25 Discount By 12/2/2021	125.00	6.25	
				1,410.22	016096	Asphalt \$74.22 Discount By 12/2/2021	1,484.44	74.22	
				1,626.26	016228	Broken AC & Asphalt \$85.59 Discount By 12/3/21	1,711.85	85.59	
				1,771.68	016229	Asphalt \$93.25 Discount By 12/3/2021	1,864.93	93.25	
				1,521.28	016411	Broken AC & Asphalt \$80.07 Discount By 12/5/2021	1,601.35	80.07	
				1,689.01	016412	Asphalt \$88.90 Discount By 12/5/2021	1,777.91	88.90	
	XXXXX6671	11/16/2021	Santa Clara Lighting Inc	117.53	22314	Supplies	117.53	0.00	\$117.53
	XXXXX6672	11/16/2021	Security Alert Systems of California Inc	660.00	177251	Fire & Security Alarm Monitoring Fees Oct	660.00	0.00	\$660.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						2021			
	XXXXX6673	11/16/2021	California Newspapers Partnership	91.00	0006608454		91.00	0.00	\$159.00
				68.00	0006608564		68.00	0.00	
	XXXXX6674	11/16/2021	Silver & Wright LLP	834.40	28736	618 Sheraton Dr Oct 2021	834.40	0.00	\$5,813.80
				4,439.75	28738	823 Lakehaven Oct 2021	4,439.75	0.00	
				539.65	28739	907 W Cardinal Oct 2021	539.65	0.00	
	XXXXX6675	11/16/2021	SiteOne Landscape Supply LLC	269.64	114422832-001	Supplies	269.64	0.00	\$437.15
				167.51	114512865-001	Supplies	167.51	0.00	
	XXXXX6676	11/16/2021	Smiths Gopher Trapping Service	2,064.00	21053B	999 E Caribbean Apr 2021	2,064.00	0.00	\$2,064.00
	XXXXX6677	11/16/2021	South Bay Regional Public Safety	399.00	141593INV	Sult, Anthony Fire Instructor II 5/9-12/2022	399.00	0.00	\$399.00
	XXXXX6678	11/16/2021	Sunbelt Rentals Inc	1,677.30	119078852-0001	Forklift 10/21-28/2021	1,677.30	0.00	\$1,677.30
	XXXXX6679	11/16/2021	Sunnyvale Ford	240.00	196417-2FOW	Parts	240.00	0.00	\$1,607.58
				114.13	196551FOW	Parts	114.13	0.00	
				172.65	196612FOW	Parts	172.65	0.00	
				211.60	196762FOW	Parts	211.60	0.00	
				76.58	196773FOW	Parts	76.58	0.00	
				89.90	196830FOW	Parts	89.90	0.00	
				85.97	196909FOW	Parts	85.97	0.00	
				357.17	196920FOW	Parts	357.17	0.00	
				259.58	FOCS837566	Parts & Labor	259.58	0.00	
	XXXXX6680	11/16/2021	Sunnyvale Towing Inc	75.00	324582	Towing Service	75.00	0.00	\$75.00
	XXXXX6681	11/16/2021	Suzanne Luft	480.00	156	1D5HQA_IA 9/7-	480.00	0.00	\$480.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						10/26/2021			
	XXXXX6682	11/16/2021	Talon Ecological Research Group	560.00	SUV0003	Burrowing Owl Habitat Improvements Oct 2021	560.00	0.00	\$560.00
	XXXXX6683	11/16/2021	The Home Depot Pro	1,701.58	652376518	Supplies Disc if paid by 12/11/21	1,717.32	15.74	\$1,701.58
	XXXXX6684	11/16/2021	Thomas Plumbing Inc	175.00	7561	Murphy Park Svc	175.00	0.00	\$610.00
				175.00	7562	Ortega Park Svc	175.00	0.00	
				260.00	7566	221 Commercial Svc	260.00	0.00	
	XXXXX6685	11/16/2021	Turf & Industrial Equipment Co	84.00	IV40997	Parts	84.00	0.00	\$84.00
	XXXXX6686	11/16/2021	Turf Star Inc	38.98	7198288-00	Supplies	38.98	0.00	\$771.96
				49.63	7198289-00	Supplies	49.63	0.00	
				38.73	7199122 -00	Supplies	38.73	0.00	
				25.66	7199122-01		25.66	0.00	
				618.96	7199582-00	Supplies	618.96	0.00	
	XXXXX6687	11/16/2021	United Rentals (North America) Inc	1,675.18	165469049-036	Pickup Truck 9/30-10/28/21	1,675.18	0.00	\$5,438.48
				3,371.51	172295268-029	Dump Truck 9/27-10/25/2021	3,371.51	0.00	
				391.79	199783063-001	Road Plate 10/29-11/1/2021	391.79	0.00	
	XXXXX6688	11/16/2021	Unity Courier Service Inc	2,750.00	471879	Acct C30744 Sept 2021	2,750.00	0.00	\$5,504.05
				2,754.05	472781	Acct C30744 Oct 2021	2,754.05	0.00	
	XXXXX6689	11/16/2021	USA Bluebook	119.26	769559	Hach Free Chlorine AccuVac	119.26	0.00	\$319.14
				199.88	771131	Supplies	199.88	0.00	
	XXXXX6690	11/16/2021	Waukesha Pearce Industries	5,694.95	1473499	Supplies	5,694.95	0.00	\$16,661.87
				10,787.41	1478096	Supplies	10,787.41	0.00	
				179.51	1478339	Supplies	179.51	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6691	11/16/2021	West Valley Staffing Group	2,368.44	304798	Netto, Margaret W/E 11/7/2021	2,368.44	0.00	\$2,368.44
	XXXXX6692	11/16/2021	WOWzy Creation Corp	147.78	95050	Awards - Plaques	147.78	0.00	\$395.34
				127.78	95055	Awards - Plaques	127.78	0.00	
				119.78	95104	Awards - Plaques	119.78	0.00	
	XXXXX6693	11/16/2021	Zenner USA Inc	27,796.81	0062841-IN	Parts & Labor	27,796.81	0.00	\$27,796.81
	XXXXX6694	11/16/2021	Roadway Steel & Fabrication Inc	2,635.37	6926	Steel Replacement Grates	2,635.37	0.00	\$2,635.37
	XXXXX6695	11/16/2021	Macias Gini and OConnell LLP	15,000.00	299178	Comprehensive Annual Financial Report Audit Y/E 6/30/21 Svc Thru 8/31/21	15,000.00	0.00	\$15,000.00
	XXXXX6696	11/16/2021	Ace Fire Equipment & Service Co Inc	1,407.10	10974552	FIRE EXTINGUISHER	1,407.10	0.00	\$1,407.10
	XXXXX6697	11/16/2021	WEX Health Inc	1,371.00	0001430278-IN	COBRA/Commuter/F SA Oct 2021	1,371.00	0.00	\$1,371.00
	XXXXX6698	11/16/2021	Ferguson US Holdings Inc	782.22	0198568	Parts	782.22	0.00	\$782.22
	XXXXX6699	11/16/2021	Grainger	27.93	9032822497	Supplies	27.93	0.00	\$5,172.49
				2,015.61	9106617922	Supplies	2,015.61	0.00	
				214.37	9108371262	Supplies	214.37	0.00	
				132.04	9116961385	Supplies	132.04	0.00	
				2,687.77	9117083189	Supplies	2,687.77	0.00	
				94.77	9118444653	Supplies	94.77	0.00	
	XXXXX6700	11/16/2021	Bosco Oil Company	1,932.82	84353	Gasoline for Central Stores	1,932.82	0.00	\$3,531.67
				1,598.85	84354	Diesel Fuel For Central Stores	1,598.85	0.00	
	XXXXX6701	11/16/2021	Alameda County Fire Department	34,714.79	2021-22-133	Fire Apparatus Repair and Service.	34,714.79	0.00	\$56,470.57
				21,755.78	2021-22-134	Fire Apparatus	21,755.78	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						Repair and Service.			
	XXXXX6702	11/16/2021	Creative Security Company Inc	988.00	67584	Patrol Service	988.00	0.00	\$988.00
	XXXXX6703	11/16/2021	Verizon Wireless	50.92	9892436657	642069813-00001 Oct 10- Nov 09 2021	50.92	0.00	\$50.92
	XXXXX6704	11/18/2021	First American Title	50,000.00	FTHB-Castellanos-20211115	Housing Mitigation First-time Home Buyer Loan for Crystal Castellanos and Consuelo Ibarra	50,000.00	0.00	\$50,000.00
	XXXXX6705	11/18/2021	Benefit Coordinators Corporation	46,080.12	10069	Nov 2021 life insurance and long term disability (non PSOA)	46,080.12	0.00	\$46,080.12
	XXXXX6706	11/18/2021	Christopher Vincola	3,896.46	203577-43994	Utility credit balance refund	3,896.46	0.00	\$3,896.46
	XXXXX6707	11/18/2021	4Leaf Inc	19,650.31	J3567A5	Permit Tech & Plan Check Services	19,650.31	0.00	\$19,650.31
	XXXXX6708	11/18/2021	Airgas USA LLC	27.35	9119538730	Nitrogen	27.35	0.00	\$27.35
	XXXXX6709	11/18/2021	All City Management Services Inc	29,789.14	72612	School Crossing Guard	29,789.14	0.00	\$29,789.14
	XXXXX6710	11/18/2021	AT&T	723.19	00001728564 6	Internet bandwidth increase	723.19	0.00	\$723.19
	XXXXX6711	11/18/2021	Bound Tree Medical LLC	4,665.11	84288971	Supplies	4,665.11	0.00	\$4,665.11
	XXXXX6712	11/18/2021	Bruce Barton Pump Service Inc	5,809.20	0108029-IN	Parts & Repair	5,809.20	0.00	\$6,019.20
				210.00	0108384-IN	Parts	210.00	0.00	
	XXXXX6713	11/18/2021	Burtens Fire Inc	105.25	S54859	Parts	105.25	0.00	\$105.25
	XXXXX6714	11/18/2021	Carl Warren & Company	8,450.00	CWC-2016068	Professional Services October 2021	8,450.00	0.00	\$8,450.00
	XXXXX6715	11/18/2021	Center for Employment	1,847.14	17-DS	August 2021	1,847.14	0.00	\$6,350.46

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
			Opportunities	4,503.32	17-SSEL	August 2021	4,503.32	0.00	
	XXXXX6716	11/18/2021	Central Labor Council Partnership	57,196.50	52	October 2021	57,196.50	0.00	\$57,196.50
	XXXXX6717	11/18/2021	City of San Jose	21,474.20	0018-P2E	August 2021	21,474.20	0.00	\$21,474.20
	XXXXX6718	11/18/2021	City of Santa Clara	590.58	October 2021	AC#000175353-01	590.58	0.00	\$590.58
	XXXXX6719	11/18/2021	FedEx	20.55	7-297-14585	Mail	20.55	0.00	\$88.90
				36.11	7-518-86993	Mail	36.11	0.00	
				32.24	7-526-02218	Mail	32.24	0.00	
	XXXXX6720	11/18/2021	FleetPride Inc	136.02	85621894	Parts	136.02	0.00	\$289.94
				153.92	85674269	Parts	153.92	0.00	
	XXXXX6721	11/18/2021	Garda	3,166.37	10661241	Armored Transportation Services for Nov 2021	3,166.37	0.00	\$3,166.37
	XXXXX6722	11/18/2021	BKF Engineers	10,552.00	21110781	Sunnyvale Caltrain Grade Separation	10,552.00	0.00	\$10,552.00
	XXXXX6723	11/18/2021	GRM Information Management Services	1,578.51	00118864	Storage	1,578.51	0.00	\$1,578.51
	XXXXX6724	11/18/2021	Hach Co Inc	52.12	12717847	Supplies	52.12	0.00	\$52.12
	XXXXX6725	11/18/2021	Hinderliter de Llamas & Assoc	16,129.10	SIN008832	Sales Tax	16,129.10	0.00	\$16,129.10
	XXXXX6726	11/18/2021	IDEXX Distribution Inc	4,810.48	3094374678	Parts	4,810.48	0.00	\$4,810.48
	XXXXX6727	11/18/2021	International Code Council Inc	268.45	1001419815	NFPA Installation Sprinkler and Fire Alarm books	268.45	0.00	\$268.45
	XXXXX6728	11/18/2021	International Contact Inc	280.80	I-06471	Translation Services	280.80	0.00	\$280.80
	XXXXX6729	11/18/2021	Intex Auto Parts	777.80	2-79578-16	Parts	777.80	0.00	\$844.39
				66.59	2-79678-16	Parts	66.59	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
	XXXXX6730	11/18/2021	JobTrain	39,908.00	YOUTHFY2203	October 2021	39,908.00	0.00	\$39,908.00
	XXXXX6731	11/18/2021	LC Action Police Supply	882.90	410512A	Supplies	882.90	0.00	\$5,655.77
				147.26	431053	Supplies	147.26	0.00	
				257.28	431082	Supplies	257.28	0.00	
				8.34	431083	Supplies	8.34	0.00	
				55.60	431084	Supplies	55.60	0.00	
				141.81	431086	Supplies	141.81	0.00	
				6.67	431088	Supplies	6.67	0.00	
				6.67	431089	Supplies	6.67	0.00	
				6.67	431090	Supplies	6.67	0.00	
				50.34	431091	Supplies	50.34	0.00	
				125.49	431819	Supplies	125.49	0.00	
				993.58	431822	Supplies	993.58	0.00	
				130.92	431869	Supplies	130.92	0.00	
				123.75	431870	Supplies	123.75	0.00	
				123.75	431871	Supplies	123.75	0.00	
				141.81	431873	Supplies	141.81	0.00	
				302.07	431874	Supplies	302.07	0.00	
				1,075.43	431980	Supplies	1,075.43	0.00	
				1,075.43	431981	Supplies	1,075.43	0.00	
	XXXXX6732	11/18/2021	Mallory Safety & Supply LLC	612.85	5224991	Stores Inventory	612.85	0.00	\$612.85
	XXXXX6733	11/18/2021	MSI Fuel Management Inc	875.00	5311	UST Monthly Underground Storage Tank Site Inspection	875.00	0.00	\$875.00
	XXXXX6734	11/18/2021	National Academy of Athletics	1,801.80	NAOA2021O	IA1OCA.IB, IB3OCA.IB 10/9-30/2021	1,801.80	0.00	\$1,801.80
	XXXXX6735	11/18/2021	Office Depot Inc	175.39	208904251001	Ricky Le 11/16/2021	175.39	0.00	\$474.06
				75.18	211160705001	Jody Badiei 11/15/2021	75.18	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				50.73	211627674001	Lorena Rodriguez 11/16/2021	50.73	0.00	
				172.76	211764698001	Victoria Ketell 11/16/2021	172.76	0.00	
	XXXXX6736	11/18/2021	PlaceWorks Inc	3,289.50	76840	Housing Dvpt Objective Design Guidelines Oct 2021	3,289.50	0.00	\$3,289.50
	XXXXX6737	11/18/2021	Randall J Black	165.00	RB111121	Piano Repair	165.00	0.00	\$165.00
	XXXXX6738	11/18/2021	SCP Distributors LLC	230.21	36046298	Supplies	230.21	0.00	\$230.21
	XXXXX6739	11/18/2021	Stericycle Inc	173.42	8000212619	1000431167 CDD Housing Sept 2021	173.42	0.00	\$173.42
	XXXXX6740	11/18/2021	California Newspapers Partnership	114.00	0006613352		114.00	0.00	\$242.00
				100.00	0006613356		100.00	0.00	
				28.00	0006613363		28.00	0.00	
	XXXXX6741	11/18/2021	Silver & Wright LLP	6,834.94	28737	Oct 12-29 2021 Service	6,834.94	0.00	\$7,391.44
				556.50	28740	Yok Law v SV Oct 4-26 2021	556.50	0.00	
	XXXXX6742	11/18/2021	Spartan Tool LLC	233.69	IN00027279	Stores Inventory	233.69	0.00	\$233.69
	XXXXX6743	11/18/2021	Staples Inc	23.47	3492793850	Summary Bill 8064283319 Michelle Chuck 11/3/21	23.47	0.00	\$23.47
	XXXXX6744	11/18/2021	Stevens Creek Chrysler Jeep Dodge	247.09	374762	Parts	247.09	0.00	\$247.09
	XXXXX6745	11/18/2021	Sunnyvale Community Services	58,587.22	HPRR 2021/22-1	Ag#HPRR 2021/22-1 July-Sept 2021	58,587.22	0.00	\$58,587.22
	XXXXX6746	11/18/2021	The Home Depot Pro	73.59	652553066	Supplies	73.59	0.00	\$73.59
	XXXXX6747	11/18/2021	Tiger Martial Arts Academy Inc	1,108.80	TMA2021SO	IA10WA IA IB & IB3OWAIA. IB 9/3-	1,108.80	0.00	\$1,108.80

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						10/16/21			
	XXXXX6748	11/18/2021	TJKM	14,776.42	0051391	Sense of Place July 2021	14,776.42	0.00	\$43,582.89
				983.38	0051522	Sense of Place Aug 2021	983.38	0.00	
				7,482.97	0051523	Traffic Signal Upgrades Aug 2021	7,482.97	0.00	
				9,322.54	0051641	Sense of Place Sept 2021	9,322.54	0.00	
				11,017.58	0051642	Traffic Signal Upgrades Sept 2021	11,017.58	0.00	
	XXXXX6749	11/18/2021	Togo's Sunnyvale	304.76	278	6/9/2021 Catering	304.76	0.00	\$304.76
	XXXXX6750	11/18/2021	Weathershield Roof Systems Inc	709.50	12733	Sunken Gardens Restaurant Leak Repair	709.50	0.00	\$709.50
	XXXXX6751	11/18/2021	ECS Imaging Inc	64,610.00	16457	Laserfiche BS Cloud Business	64,610.00	0.00	\$64,610.00
	XXXXX6752	11/18/2021	Anixter Inc	1,784.18	22K425038	Parts	1,784.18	0.00	\$1,784.18
	XXXXX6753	11/18/2021	Silicon Shores Corporation	168.00	SSCS2021O	IB3OOW.JA 10/2/2021	168.00	0.00	\$168.00
	XXXXX6754	11/18/2021	Vista Analytical Laboratory Inc	975.00	CINV-063418	Analysis	975.00	0.00	\$975.00
	XXXXX6755	11/18/2021	BTAC Acquisition Corp	582.15	5017186944		582.15	0.00	\$2,013.38
				75.58	5017319655		75.58	0.00	
				22.50	5017319657		22.50	0.00	
				140.96	5017319659		140.96	0.00	
				19.24	5017325384		19.24	0.00	
				99.67	5017325386		99.67	0.00	
				436.30	5017325978		436.30	0.00	
				51.29	5017347958		51.29	0.00	
				152.56	H58127090		152.56	0.00	

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
				242.36	H58127100		242.36	0.00	
				13.16	H58155590		13.16	0.00	
				147.12	H58235860		147.12	0.00	
				19.35	H58235870		19.35	0.00	
				11.14	H58477740		11.14	0.00	
	XXXXX6756	11/18/2021	Grainger	632.50	9086478410	Supplies	632.50	0.00	\$927.39
				294.89	9120956488	Supplies	294.89	0.00	
EFT	XXXXX7812	11/16/2021	Matthew T Sutterfield	35.00	EXP0000224 97429	Travel San Francisco 110421	35.00	0.00	\$35.00
	XXXXX7813	11/16/2021	Javier S Lopez	83.55	EXP0000222 60364	Reimbursement for uniforms	83.55	0.00	\$83.55
	XXXXX7814	11/16/2021	Norma V O'Connell	365.40	EXP0000224 97447	Travel San Diego 110121	365.40	0.00	\$365.40
	XXXXX7815	11/16/2021	Mason Raymond Fong	141.59	EXP0000224 20793	Misc Cellular-Fong 010121	141.59	0.00	\$141.59
	XXXXX7816	11/16/2021	Eugene M Rosette	193.95	EXP0000222 59820	Misc Boot Reimbursement 100721	193.95	0.00	\$193.95
	XXXXX7817	11/16/2021	Suzanne M Park	219.00	EXP0000225 72772	Exam Reimbursement	219.00	0.00	\$219.00
	XXXXX7818	11/16/2021	Michael J Rose	675.99	EXP0000224 97212	Tuition Reimbursement Multicultural Issues in LE FY21/22	675.99	0.00	\$675.99
	XXXXX7819	11/16/2021	Camron M Bailey	358.00	EXP0000226 62821	Travel Redding 110721	358.00	0.00	\$358.00
	XXXXX7820	11/16/2021	David L Chong	264.42	EXP0000224 97528	Travel Phoenix 110121	264.42	0.00	\$264.42
	XXXXX7821	11/16/2021	Milicent Rose Sansom	139.00	EXP0000224 97650	Tuition Leadership in the 911 Center FY21/22	139.00	0.00	\$139.00
	XXXXX7822	11/16/2021	David Michael Baynes	200.00	EXP0000226 25521	Misc Boot Reimbursement	200.00	0.00	\$200.00

Payment Type	Payment #.	Payment Date	Vendor Name	Amount Paid	Invoice No.	Description	Invoice Amount	Discount Taken	Payment Total
						080221			
WIRE	XXXXX7811	11/16/2021	Carl Warren & Company	48,752.72	11-12-21 Replenishment	Liability Trust Fund Replenishment WR date 11/12/2021	48,752.72	0.00	\$48,752.72
	XXXXX7876	11/18/2021	San Francisco Public Utilities Commission	1,741,014.90	10022021-11012021	Purchased Water from SFPUC, October 2021. WR date 11/16/2021	1,741,014.90	0.00	\$1,741,014.90
Grand Total				3,541,460.82			3,542,445.58	984.76	\$3,541,460.82



City of Sunnyvale

Agenda Item

21-0984

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Authorize the Issuance of a Contract Purchase Agreement with Dell Marketing L.P. for Computer Equipment (F22-039)

REPORT IN BRIEF

Approval is requested to issue a contract purchase agreement to Dell Marketing L.P. of Round Rock, TX, through December 31, 2022 in the not to exceed amount of \$800,000 for ongoing, scheduled replacements of computers, monitors, servers and associated equipment. Approval is also requested to authorize the City Manager to renew the agreement for four additional one-year periods, not-to-exceed annual budgeted amounts and, subject to the continuation of the NASPO ValuePoint Agreement.

Staff recommends the approval of the purchase agreement using a cooperative procurement agreement with Dell NASPO ValuePoint MNWNC-108 | Dell Technologies US to take advantage of large volume discounts and reduce the procurement cycle time.

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.

Further, Section 2.08.220(a) of the Sunnyvale Municipal Code, authorizes the Purchasing Officer to direct the City's participation with one or more governmental, public or quasi-public agencies in a cooperative agreement for the procurement of goods and/or services, provided that at least one of the agencies has solicited bids.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

The City standardized its computer hardware manufacturer selection about 15 years ago. However, in 2012 the City selected another manufacturer via a competitive process that resulted in increased outages and additional costs with limited-to-no stability. Therefore, the City piggy-backed on state contracts and returned to standardizing on Dell Marketing L.P. (Dell) because of their ability to meet the feature needs and provide consistent quality and support service. This selection continues to be the right choice based on service and hardware performance; it also aligns with the strategic direction

to standardize hardware platforms to ensure compatibility and integration with existing equipment.

Standardization is a key element of efficiency in a public agency. Considering the large number of computers in the inventory and relatively small number of Information Technology staff to maintain them. Dell offers some key features and services that meet the City's needs:

1. Dell computers are commercial grade, constructed of high-quality components that have been proven to continue functioning over an extended lifespan with a minimum of component failure.
2. Dell has a service organization that responds to the City to repair problems onsite with minimal supervision by City staff.
3. Dell maintains a parts inventory and can replace broken parts with like components well into a device's projected lifespan to avoid having to replace systems prematurely. Like components are important because many unlike components require software changes to function properly.
4. Dell products provide the features needed to address the City's business needs, specifically with computer servers and end-user mobility.

Additionally, maintaining an inventory of systems that are as similar as possible provides efficiencies in system support and allows staff to utilize automated methods of managing the systems.

The City frequently uses cooperative agreements to obtain better pricing compared to bidding the goods/services individually. Utilizing a cooperative contract saves time researching product specifications and allows the City to benefit from established pricing. Staff recommends utilizing the current National (NASPO) ValuePoint Agreement with Dell (MWN-108) to establish the contract purchase agreement. Use of the NASPO agreement will allow the City to obtain up to a 17.5% discount from Dell's retail pricing.

Purchases are expected to include the replacement of existing desktop computers, laptops, tablets and servers coming to end of life. New laptops and desktops are budgeted for the Lakewood Library, Water Pollution Control Plant, and the Emergency Operations Center. New monitors for conference and training rooms are planned for the upcoming Civic Center and Emergency Operations Center. Many departments are continuing to upgrade from desktops to laptops and are adding new mobility devices to provide staff with resources for effective remote work, including work from home and field work.

FISCAL IMPACT

Device replacement costs are budgeted in the Technology and Communications Sub-Fund and in respective capital or IT projects for project needs. The full 20-year financial plan includes the replacement costs based on device life cycles; therefore, the costs will vary annually.

PUBLIC CONTACT

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

RECOMMENDATION

Take the following actions:

- Authorize the issuance of a contract purchase agreement utilizing the terms included as Attachment 1 to the report to Dell Marketing L.P. in the amount up to \$800,000 through December 31, 2022; and
- Authorize to the City Manager to renew the contract purchase agreement for up to four (4) additional one-year periods, not-to-exceed annual budgeted amounts, subject to the continuation of the NASPO ValuePoint Agreement.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Kathleen Boutté Foster, Chief Information Officer

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. NASPO ValuePoint Agreement with Dell

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

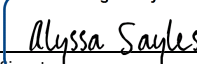


NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Dell Marketing L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u></u> Signature ID: 963F195AB752450...</p> <p><u>Alyssa Sayles</u> Printed Name</p> <p>Title: <u>Contract Administrator</u></p> <p>Date: <u>5/10/2021</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u></u> Signature ID: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/14/2021</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u></u> Signature ID: 68D02A26D7604BA...</p> <p>Date: <u>5/14/2021</u></p>
--	--

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Signature

Bodie Robbins

Printed Name

Title: Sr. Contract Manager

Date: 12/19/19

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 1.27.2020

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: [Signature]

Date: 1/27/2020

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u><i>D. Wigington</i></u> Signature <u>Diane Wigington</u> Printed Name</p> <p>Title: <u>Contracts Program Manager</u></p> <p>Date: <u>02/14/2017</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u><i>Andy Doran</i></u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u><i>Lucy J. Jarameth</i></u> Date: <u>2/16/2017</u></p>
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COMPUTER EQUIPMENT 2014-2020 Updated 04/01/2017



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information, see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day; On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R, Z, Z1&ZS	5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

WITH

DELL MARKETING, L.P.

FOR

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P.
One Dell Way
Mailstop 8707 *RR1-33 Legal 8m*
Round Rock, TX 78682 *2/26/15*

CONTRACT NO: MNWNC-108

CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later

Contract Vendor Administrator: Diane Wigington
Email: Diane.Wigington@dell.com
Phone: (512) 728-4805

THROUGH March 31, 2017

EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Stephanie G. Miller*

Stephanie G. Miller

Printed Name

Title: Contract Manager / Senior Manager *8m*

Date: 16 February 2015

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Jane K. Kere*

Title: Master Agreement Administrator

Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed

Date: _____

MAR 03 2015

By Lucas J. Jannett



**COMPUTER EQUIPMENT
2014-2019**



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and,
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
 - 7.1 **Confidentiality.** The parties acknowledge that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing, the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- Nonperformance of contractual requirements; or
 - A material breach of any term or condition of this Master Agreement; or
 - Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17.

14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.
- Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
 - d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

- a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services.

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. **LIMITATION OF LIABILITY. NEGOTIATED.**

- A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.
- B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000).
- C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

34. **SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 35. SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 36. EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

- 37. RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
 - a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

- 17. INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

- 18. INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**"), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

- 19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

- 25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

- 27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

- 28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 29. PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.
- 30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- reject any and all responses received;
 - select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING DELL RETAIL PRICE LIST

LINK: <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)

	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	13.5%
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

CATEGORY EXCEPTIONS:

Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%

CATEGORY EXCEPTIONS:

Selected Third Party Products (software and peripherals)	X	5%
Selected Third Party Printers	F	1.5%

4. SERVICES

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see <http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties>

Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	5%

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to \$2B	13.5%
\$2B to \$4B	14%
\$4B to \$6B	14.5%
\$6B to \$8B	15%
\$8B to \$10B	15.5%
Over \$10B	16%

c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- | | |
|--|--|
| <input type="checkbox"/> Update of Product & Service Schedule | Provide summary of additions, deletions and pricing changes. |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED | |
| <input type="checkbox"/> Quarterly Self Audit | Check this box to verify the Quarterly Self Audit has been completed |
| <input type="checkbox"/> Third Party Product Addition | Provide warranty Guarantee |
| <input type="checkbox"/> Marketing Approval | Attach Materials for review |
| <input type="checkbox"/> Material Website Change | Describe and provide link for review |
| <input type="checkbox"/> Miscellaneous Inquiry | Provide detail (e.g. key contact change, etc.) |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____



ACTION REQUEST FORM LOG

DATE: _____

[illegible]



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 6: RUGGEDIZED DEVICES Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. ~~BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

PARTICIPATING ADDENDUM AMENDMENT
NASPO VALUEPOINT COMPUTER EQUIPMENT
California Participating Addendum No. 7-15-70-34-003
Amendment No. 2
DELL MARKETING L.P. (Contractor)

This Amendment 2 ("Amendment") for Participating Addendum Number 7-15-70-34-003 ("Participating Addendum") is entered into between the State of California, Department of General Services ("State") and Dell Marketing, L.P. ("Contractor").

The parties hereto mutually agree to amend the Participating Addendum as follows:


1. The Contractor primary contact specified in Participating Addendum Section 10 (Contract Management) is revised to the following:

Dell Marketing L.P. (Contractor)	
Name:	Sadie Robbins
Phone:	(512) 723-6961
Fax:	(512) 283-9092
E-Mail:	Sadie_Robbins@Dellteam.com
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

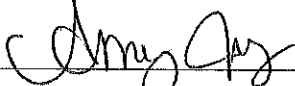
By: 

Name: Jim Butler

Title: Deputy Director

Date: September 8, 2016

Contractor:
DELL MARKETING, L.P.

By: 

Name: Amy Ivy

Title: Contracts Manager

Date: 9/7/16

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-108

California Participating Addendum No. 7-15-70-34-003
DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

1. Scope

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:
 - Band 1 – Desktop
 - Band 2 – Laptop
 - Band 3 – Tablet
 - Band 4 – Server
 - Band 5 – Storage
- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.
- D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

**Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.**

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-003
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
 - 1) "Authorized Reseller"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
 - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

- A. The primary contact individuals this Participating Addendum shall be as follows:

Contractor	
Name:	Amanda Hudson
Phone:	(512) 723-6806
Fax:	(512) 283-2691
E-Mail:	<u>Amanda.Hudson@Dell.com</u>
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	Julie.Matthews@dgs.ca.gov
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

Participating State:
STATE OF CALIFORNIA

By: CCW for JB
Name: Jim Butler
Title: Deputy Director
Date: 10/1/15

Contractor:
DELL MARKETING, L.P.

By: Amy Ivy
Name: Amy Ivy
Title: Contracts Manager
Date: 9/30/15



City of Sunnyvale

Agenda Item

21-1105

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to (1) Update Pay Rates for Casual/Temporary Classifications to Reflect the January 1, 2022 Sunnyvale Minimum Wage of \$17.10 per hour, and (2) Increase the Councilmember and Mayor Stipend Amounts Pursuant to City Charter Section 605

BACKGROUND

This report recommends amending the City's Salary Resolution and Schedule of Pay in accordance with Section 3.80.040 of the Sunnyvale Municipal Code to update the pay rates for applicable classifications to reflect the 2022 minimum wage and increase the Councilmember and Mayor stipend amount for 2022 in accordance with City Charter Section 605, which provides for annual cost of living adjustments based on the Consumer Price Index for All Urban Consumers (CPI-U).

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.

Council Policy 7.3.1 Legislative Management - Goals and Policies - Policy 7.3D.1: Maintain a recruitment and selection process that ensures a highly competent workforce.

City Charter Section 605. Compensation: Annually on January 1, the compensation of the Council and Mayor shall increase by a percentage equal to the percentage increase in the preceding October's 12-month rolling average of the Consumer Price Index - Urban (CPI-U).

Sunnyvale Municipal Code Section 3.80.040 (Minimum Wage) requires that the City's minimum wage be adjusted by the "Bay Area Consumer Price Index (Urban Wage Earners and Clerical Workers, San Francisco-Oakland-Hayward, CA for All Items) or its successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of five cents" in August of each year and that the adjustment to the City's minimum wage shall become effective as the new minimum wage on January 1st of the following year.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment, 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

This report recommends adopting a resolution amending the City's Salary Resolution and Schedule of Pay. As of January 1, 2022, the City of Sunnyvale minimum wage will increase by the August 2021 CPI-U or 4.91% from \$16.30 to \$17.10 per hour. There are approximately 130 Casual/Temporary employees who will be impacted by this change.

For calendar year 2022, the Councilmember stipend will be increased by the October 2021 CPI-U or 3.02% from \$2,693.31 to \$2,774.65 per month and the Mayor stipend will be increased from \$3,591.09 to \$3,699.54 per month, consistent with City Charter section 605, which provides for annual cost of living increases based on CPI-U.

The effective date of these new rates will be the start of the pay period inclusive of January 1, 2022, which is December 26, 2021.

FISCAL IMPACT

Casual classifications are temporary, and the number of hours worked can vary. Therefore, specific departmental and funding source impacts will depend on the number of casual/temporary employees and hours worked. Council compensation is budgeted in the operating program for the Office of the City Manager and funded by the General Fund, with recovery across all funds through indirect costs.

The FY 2021/22 Adopted Budget includes escalation factors for casual salaries and the City Council increases. The actual increases are higher than planned, with an estimated impact of approximately \$20,000 per year or \$390,000 over twenty years across all funds. The current year increases will be absorbed within respective department budgets and adjusted for the FY 2022/23 Recommended Budget.

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to (1) Update Pay Rates for Casual/Temporary Classifications to Reflect the January 1, 2022 Sunnyvale Minimum Wage of \$17.10 per hour, and (2) Increase the Councilmember and Mayor Stipend Amounts Pursuant to City Charter Section 605.

Prepared by: Delanie LoFranco, Human Resources Manager

Reviewed by: Tina Murphy, Director, Human Resources

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution with Schedule of Pay

DRAFT 11/24/2021 *mc7*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,
THE CITY'S SALARY RESOLUTION, TO UPDATE PAY
RATES FOR CASUAL/TEMPORARY CLASSIFICATIONS
TO REFLECT THE JANUARY 1, 2022 SUNNYVALE
MINIMUM WAGE, AND INCREASE THE
COUNCILMEMBER AND MAYOR STIPEND AMOUNTS
PURSUANT TO CITY CHARTER SECTION 605**

WHEREAS, as of January 1, 2022, the City of Sunnyvale minimum wage will increase from \$16.30 to \$17.10 per hour; and

WHEREAS, City Charter section 605 provides for annual cost of living increases for Councilmembers and the Mayor based on the Consumer Price Index; and

WHEREAS, the City Council of the City of Sunnyvale desires to amend the City's Salary Resolution and Schedule of Pay to reflect these changes.

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

1. Resolution No. 190-05 is hereby amended by amending the pay rates as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above shall be effective December 26, 2021.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on _____, 20____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
City of Sunnyvale
Salary Table - Casual/Temporary Classifications

Job Code	Job Title	Unit	Pay Category	Range	Hourly Pay Rates		Effective Date
					Minimum	Maximum	
9419	Assistant Pool Manager	TEMP	n/a	921	17.1000	23.0000	12/26/21
9009	Crime Prevention Assistant	TEMP	n/a	936	n/a	17.1000	12/26/21
9018	Intern	TEMP	n/a	947	17.1000	25.0000	12/26/21
9580	Laborer	TEMP	n/a	802	17.1000	20.0000	12/26/21
9421	Lifeguard/Swim Instructor	TEMP	n/a	966	17.1000	21.0000	12/26/21
9299	NOVA Youth Worker	TEMP	n/a	802	17.1000	20.0000	12/26/21
9323	Project/Grant Assistant 1	TEMP	n/a	1000	17.1000	28.0000	12/26/21
9250	Public Safety Cadet	TEMP	n/a	936	n/a	17.1000	12/26/21
9325	Recreation Assistant	TEMP	n/a	966	17.1000	21.0000	12/26/21
9522	Recreation Instructor 1	TEMP	n/a	965	17.1000	30.0000	12/26/21
9327	Recreation Specialist	TEMP	n/a	947	17.1000	25.0000	12/26/21
9426	Sports Official	TEMP	n/a	967	17.1000	26.0000	12/26/21

City of Sunnyvale
Salary Table - Council Members

Job Code	Job Title	Unit	Pay Category	Scale	Annual Rate	Effective Date
0006	Council Member	Council	n/a	302	33,295.82	12/26/21
0007	Mayor	Council	n/a	303	44,394.49	12/26/21



City of Sunnyvale

Agenda Item

21-1106

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution to Amend the Classification Plan and the City's Salary Resolution to Add the Classification of Assistant Recreation Services Coordinator and Update the Schedule of Pay

BACKGROUND

This report recommends amending the Classification Plan and the City's Salary Resolution to update the schedule of pay to add the newly established classification of Assistant Recreation Services Coordinator.

EXISTING POLICY

Section 1103, entitled Classification, of the City Charter states that additions or changes to the classification plan may be adopted from time to time by the City Council upon the recommendation of the City Manager.

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

In August 2021, the Department of Library and Recreation Services requested to study a potential Assistant Recreation Services Coordinator classification that would supervise casual staff. This need was identified when reviewing the staffing structure for the newly established year-round aquatics program.

The Assistant Recreation Services Coordinator will provide skill and experience in recreation programming, without the responsibility of managing an entire program. The Assistant Recreation Services Coordinator may be assigned to sports, facilities, and aquatics; youth and teens; special populations; or marketing and events. This classification will receive general supervision from a Recreation Services Coordinator or Recreation Division professional staff.

The initial assignment for this classification will be in the Aquatics Division. The position will supervise and schedule casual pool managers and lifeguards in the year-round delivery of lap swim and water exercise programs. The classification will be responsible for assisting in the planning, organizing, implementing, and evaluating of a community service and/or recreation program. Other responsibilities include interacting with participants, parents and community members while supervising recreation facilities, responding to requests for information and program complaints, assisting in recruiting, training, supervising, and evaluating assigned contract or casual staff, and

performing other duties as assigned.

This classification provides an opportunity for future growth potential in the recreation field. This classification is distinguished from the higher-level Recreation Services Coordinator 1/2 in that the Assistant Recreation Services Coordinator is not responsible for the full scope of the program and program delivery.

This classification will be represented by SEA/ IFPTE Local 21. SEA/IFPTE Local 21 was provided notice and an opportunity to comment on the job descriptions and proposed pay rates for the represented classification.

FISCAL IMPACT

The Assistant Recreation Services Coordinator would be budgeted within the Department of Library and Recreation Services. The full cost of the position is approximately \$104,000 per year. This will be offset by the reduction of a Facility Attendant position for a net cost increase of approximately \$29,000 per year. Over twenty years the total cost increase is anticipated to be approximately \$550,000.

Recreation programs are funded by the General Fund and partially offset by program revenues.

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution Amending the Classification Plan and the City's Salary Resolution to Add the Classification of Assistant Recreation Services Coordinator and Update the Schedule of Pay Effective December 12, 2021.

Prepared by: Delanie LoFranco, Human Resources Manager

Reviewed by: Tina Murphy, Director, Human Resources

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NOS. 143-77 AND 190-05, TO ADD THE CLASSIFICATION OF ASSISTANT RECREATION SERVICES COORDINATOR TO THE CLASSIFICATION PLAN OF THE CIVIL SERVICE, AND TO AMEND THE CITY'S SALARY RESOLUTION TO UPDATE THE SCHEDULE OF PAY TO INCLUDE THE CLASSIFICATION

WHEREAS, at the request of the Department of Library and Recreation Services (LRS), the Human Resources staff has proposed an amendment to the Classification Plan of the Civil Service of the City of Sunnyvale to add the newly-established job classification of "Assistant Recreation Services Coordinator"; and

WHEREAS, the City Council having considered the proposals and recommendations desires to approve the amendment to the Classification Plan of the Civil Service and make corresponding changes to the City's Salary Resolution.

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

1. The City Council hereby approves an amendment to the Classification Plan of the Civil Service as follows:
 - a. Create the classification of Assistant Recreation Services Coordinator (2352) with a pay range of \$59,711 (Min. range/ Step 1) to \$76,208 (Max. range/ Step 6) annually.
2. Except as herein modified, the Classification Plan, Resolution No. 143-77, as amended, shall remain in full force and effect.
3. Resolution No. 190-05 (the City's Salary Resolution) is hereby amended by adding the classification and pay rates set forth in Exhibit A, to the schedule of pay (salary table), attached and incorporated by reference, to implement the changes described in this resolution. Except as herein modified, Resolution No. 190-05, as amended, shall remain in full force and effect.
4. The Salary Resolution amendments and pay rates noted above shall be effective the pay period including December 12, 2021.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Section 1

City of Sunnyvale

ATTACHMENT 1

Page 3 of 3

Salary Table - Regular and Casual/Temporary Classifications

Regular			Casual/Temporary			Job Title	Range / Scale	Hourly Pay Rates						Annual Range			Effective Date
Job Code	Unit	Pay Cat.	Job Code	Unit	Pay Cat.			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Control Point	Maximum	
2352	SEA	B	TBD	TEMP	n/a	Assistant Recreation Services Coordinator	688	28.7070	30.1424	31.6495	33.2320	34.8936	36.6383	59,711	N/A	76,208	TBD

Notes



City of Sunnyvale

Agenda Item

21-1057

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Ratify Councilmember Russ Melton's Appointment to The League of California Cities Revenue and Taxation Policy Committee for 2022

BACKGROUND & DISCUSSION

The League of California Cities ("CalCities") has seven policy committees, on which city officials serve to establish CalCities policy. The committees meet five times per year. The schedule for 2022 includes meetings in January, February, April, June and September during the Annual Conference (Attachment 2). City officials can receive appointments to serve on a League policy committee in different ways, one of which is by Division appointment. Each of CalCities' 16 Divisions has two appointments to each of the seven policy committees. Sunnyvale is part of the CalCities Peninsula Division.

The CalCities Peninsula Division has appointed Councilmember Russ Melton to the Taxation and Revenue Policy Committee for 2022.

EXISTING POLICY

Council Policy 7.4.12, Council Appointments to Intergovernmental Agencies

For appointments made by outside bodies (for example, the Cities Association or the League of California Cities), the City Council must ratify the appointment of a Councilmember as part of a noticed agenda item at a regular meeting. No further Council ratification is needed for subcommittee appointments if the appointing committee assignment has already been ratified by Council.

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.

FISCAL IMPACT

There is no fiscal impact associated with this report.

PUBLIC CONTACT

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

RECOMMENDATION

Staff makes no recommendation.

By approval of the consent calendar, Council ratifies Councilmember Russ Melton's Appointment to the League of California Cities Revenue and Taxation Policy Committee for 2022.

Prepared by: Claire Garcia, Acting Executive Assistant

Reviewed by: Jaqui Guzmán, Deputy City Manager

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Melton Appointment Confirmation
2. 2022 Policy Committee Schedule

From: [Claire Garcia](#)
To: [Meg Desmond](#)
Subject: RE: 2022 meeting schedule
Date: Monday, November 15, 2021 9:16:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Thank you Meg and have a great week!

Regards,

CLAIRE GARCIA

Acting Executive Assistant – Mayor & City Council

City of Sunnyvale

Phone: 408-730-7913

Mayor & Council : 408-730-7473

Sunnyvale.ca.gov

From: Meg Desmond <mdesmond@calcities.org>
Sent: Monday, November 15, 2021 9:16 AM
To: Claire Garcia <CGarcia@sunnyvale.ca.gov>
Subject: RE: 2022 meeting schedule

ATTN: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Here you go:

This is to confirm that Councilmember Melton has been appointed by the Peninsula Division president, Los Altos Mayor Neysa Fligor, to serve on the 2022 Revenue and Taxation policy committee.

Please let me know if you have any questions.

Warm Regards,

Meg Desmond

Associate Manager, Legislative Administration

League of California Cities

Office: 916-658-8224

Cell: 916-837-6822

mdesmond@calcities.org | www.calcities.org



2022 POLICY COMMITTEE SCHEDULE

Meetings will be held virtually

Thursday, January 13

	Time
Committee Introduction Briefing	9:30 - 11:30

Thursday, February 10

	Time
Community Services	9:00 - 12:00
Governance, Transparency, and Labor Relations	9:30 - 12:30
Revenue and Taxation	1:00 - 4:00
Transportation, Communication and Public Works	1:30 - 4:30

Friday, February 11

	Time
Environmental Quality	1:30 - 4:30
Housing, Community, and Economic Development	9:00 - 12:00
Public Safety	9:30 - 12:30

Thursday, April 28

	Time
Community Services	9:00 - 12:00
Governance, Transparency, and Labor Relations	9:30 - 12:30
Revenue and Taxation	1:00 - 4:00
Transportation, Communication and Public Works	1:30 - 4:30

Friday, April 29

	Time
Environmental Quality	1:30 - 4:30
Housing, Community and Economic Development	9:00 - 12:00
Public Safety	9:30 - 12:30

Thursday, June 9

	Time
Community Services	9:00 - 12:00
Governance, Transparency, and Labor Relations	9:30 - 12:30
Revenue and Taxation	1:00 - 4:00
Transportation, Communication and Public Works	1:30 - 4:30

Friday, June 10

	Time
Environmental Quality	1:30 - 4:30
Housing, Community and Economic Development	9:00 - 12:00
Public Safety	9:30 - 12:30

Deadline for Submitting Annual Conference Resolutions

Midnight, July 9 via email

2022 ANNUAL CONFERENCE
September 7 - 9, Long Beach

21-1065

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Appoint Julie Lind and Michelle Nemits to the NOVA Workforce Board

BACKGROUND

The federal Workforce Innovation and Opportunity Act (WIOA) stipulates the composition, roles and responsibilities of the local workforce board. The local chief elected official appoints the local workforce board. The Sunnyvale City Council serves as the Local Chief Elected Official for the NOVA consortium. The local workforce board (NOVA Board) determines how many seats are on the board. The NOVA Board is required to have a majority of representatives from business and representation from at least the following stakeholders:

- Business Executives (majority and chair);
- Education providers from adult education and higher education;
- Labor and community-based organizations representing the workforce;
- Economic and community development agencies; and
- State agencies representing employment development and vocational rehabilitation programs.

The roles and responsibilities of NOVA Board members include (but are not limited to):

- Taking a leadership role in forging a strong and vital partnership between business and the workforce development community, resulting in an entrepreneurial, market-driven, accountable and exceptional workforce development system;
- Contributing specific expertise from key industries and articulating evolving industries' needs, critical to aligning the workforce with the jobs of the 21st Century;
- Developing and approving policy for workforce initiatives in NOVA service-delivery area;
- Helping create and providing oversight of a local strategic plan and participating in the development of a regional plan;
- Evaluating and monitoring program performance according to specified outcomes and measures; and
- Promoting the NOVA Board and workforce through collaboration and relationship building with other businesses, local workforce boards, organizations and groups.

EXISTING POLICY

Council Policy 5.1.1: Socio-Economic - Goals and Policies: Education and Training Goal 5.1F: Provide job training and employment services, within constraints of operative Federal regulations and available Federal funding, to address the locally-determined employment and training needs of economically disadvantaged residents and others with special needs.

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.

DISCUSSION

The NOVA Board Nominating Committee is comprised of Councilmember Gustav Larsson, NOVA Board Co-Chair Jennifer Morrill and NOVA Vice-Chair Rosanne Foust. The Committee is charged with recommending NOVA Board candidates to the City Council. The Nominating Committee is recommending the appointment of Julie Lind and Michelle Nemits because of the individual strengths and assets they can bring to the NOVA Board. In addition, their appointments will fill WIOA-mandated seats representing Labor and business, respectively.

About the Candidates:

Ms. Julie Lind

Executive Secretary/Treasurer, San Mateo County Central Labor Council

The San Mateo County Central Labor Council represents more than 100 affiliate unions and nearly 85,000 members in San Mateo County. The Labor Council serves the interests of working people and their families. This is accomplished at the collective bargaining table, in the community, and in the exercise of worker rights and responsibilities. As Executive Secretary/Treasurer, Ms. Lind functions as chief executive officer of the organization, directing legislative and political activism and advocacy, coordinating membership training and events, facilitating affiliate support, acting as liaison between elected officials and the Labor community, and representing Labor on community committees and task forces. Ms. Lind brings to the Board 20 years of legislative, political, and Labor experience and extensive relationships with diverse organizations throughout the Bay Area region. In addition, she has a passion for workforce development and ensuring equitable access for all workers to quality jobs. This may entail skill development to facilitate transfer to other industries and supportive services to eliminate barriers to employment. Ms. Lind's contributions will be invaluable to the Board in rebuilding an economy where workers experience career stability, advancement, and dignity.

Ms. Michelle Nemits

Executive Director, Bay Area, Biocom California

Founded in 1995, Biocom California is a trade association, supporting 1,500 member companies representing the state's life science industry. This is achieved through advocacy and public policy, capital development and partnerships, special events, workforce development, and savings programs. Headquartered in San Diego, Biocom has offices in Los Angeles, South San Francisco, Sacramento, Washington, D.C., and Tokyo, Japan. As Executive Director of Bay Area Biocom, Ms. Nemits leads the local team in supporting 600 member companies. This involves ensuring alignment with the company's strategic objectives, facilitating committees targeting industry-specific demands, working with community partners and key stakeholders on shared interests, and assisting members with professional and business development, recruitment, permitting requirements, and public relations. Ms. Nemits brings to the Board over 25 years of experience in the local life science industry, extensive networks across diverse job functions, and a deep knowledge of this growing sector's needs. She also has a passion for raising awareness of career opportunities this industry can offer, especially among underrepresented populations. Ms. Nemits contributions to the Board will be invaluable in addressing industry-specific workforce shortages by ensuring a skilled talent pipeline.

These appointments comply with the requirements of the federal Workforce Innovation and Opportunity Act.

FISCAL IMPACT

No fiscal impact.

PUBLIC CONTACT

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

RECOMMENDATION

Appoint Julie Lind and Michelle Nemits to the NOVA Workforce Board.

Prepared by: Eileen Stanly, Analyst, NOVA Workforce Services

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager



City of Sunnyvale

Agenda Item

21-1136

Agenda Date: 12/7/2021

SUBJECT

Adopt Ordinance No. 3185-21 to Amend Chapter 1.04 (General Penalty) of Title 1 of the Sunnyvale Municipal Code to Add Section 1.04.080 (Attorney's Fees and Costs for Abatement of Public Nuisances)

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on November 30, 2021 with the following vote: 6-0

RECOMMENDATION

Adopt Ordinance No. 3185-21 to amend Chapter 1.04 (General Penalty) of Title 1 of the Sunnyvale Municipal Code to add Section 1.04.080 (Attorney's Fees and Costs for Abatement of Public Nuisances)

ORDINANCE NO. 3185-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND CHAPTER 1.04 (GENERAL PENALTY) BY ADDING SECTION 1.04.080 (ATTORNEYS' FEES AND COSTS FOR THE ABATEMENT OF PUBLIC NUISANCES) OF THE SUNNYVALE MUNICIPAL CODE RELATING TO ATTORNEY'S FEES AND COSTS FOR ABATEMENT OF PUBLIC NUISANCES

WHEREAS, the City of Sunnyvale desires to add a section to Chapter 1.04 of Title 1 of the Sunnyvale Municipal Code relating to attorneys' fees and costs for the abatement of public nuisances.

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

SECTION 1. Section 1.04.080 ADDED. Section 1.040.080 of Chapter 1.04 (General Penalty) of the Sunnyvale Municipal Code is hereby added to read as follows:

1.04.080. Attorney's Fees and Costs for Abatement of Public Nuisances.

The prevailing party in any civil action or proceeding to abate a public nuisance may recover its reasonable attorney's fees, provided that the city elected, at the initiation of such individual action or proceeding, to recover its own attorney's fees. In no action or proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the city in the action or proceeding. A civil action or proceeding includes but is not limited to a civil action, inspection, abatement warrant proceeding, or appeal from an administrative proceeding. The city shall be deemed the prevailing party in the action or proceeding if a violation is shown to have existed at the time the action or proceeding is initiated by the city, even if the violation is abated prior to the conclusion of the proceeding or hearing. Any recovery of attorney's fees for abatement of a nuisance shall be in accordance with this section.

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 5. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on November 30, 2021, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on December 7, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Sunnyvale

Agenda Item

21-1016

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Amend Resolution No. 1075-21 Directing the City Manager to Temporarily Allow Outdoor Dining on Private Parking Lots and Close the 100 Block of South Murphy Avenue until September 30, 2022

BACKGROUND

On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency (State Emergency) due to the threat of Coronavirus (COVID-19). The City of Sunnyvale and County of Santa Clara issued respective emergency declarations shortly thereafter. On June 1, 2020, the County of Santa Clara amended their Public Health Order (Order) to allow outdoor dining while at the same time prohibiting indoor dining. On June 10, 2020, the City Manager/Director of Emergency Services issued an emergency order temporarily allowing outdoor dining on private parking lots.

The City, as the applicant under the Sunnyvale Municipal Code and the general enabling authority pursuant to California Vehicle Code Section 21101 (e), temporarily closed the 100 Block of South Murphy Avenue to vehicles by issuing a Special Event Permit (Permit). The Permit's expiration date was set for June 30, 2021; however, the City reserved the right to extend the permit term as warranted by the COVID-19 pandemic restrictions and extended the closure through July 31, 2021 or until extended by City Council action.

On July 27, 2021, Council adopted Resolution No. 1075-21 directing the City Manager to temporarily allow outdoor dining on private parking lots and close the 100 Block of South Murphy Avenue until December 31, 2021. Council asked staff to return to Council for closure extension if COVID-19 restrictions were still in place by December 31, 2021.

EXISTING POLICY

Council Policy 2.4.1, Policy 1 - Emergency Planning and Coordination: Provide an integrated approach to planning and management for emergencies and disasters.

General Plan Chapter 3: Land Use and Transportation

GOAL LT-11 SUPPORTIVE ECONOMIC DEVELOPMENT ENVIRONMENT - Facilitate an economic development environment that supports a wide variety of businesses and promotes a strong economy within existing environmental, social, fiscal, and land use constraints.

GOAL LT-12 A BALANCED ECONOMIC BASE - Develop a balanced economic base that can resist downturns of any one industry and provides revenue for City services.

Policy LT-12.6 Create a strong, identifiable Downtown that offers regional and citywide shopping opportunities and entertainment.

Sunnyvale Municipal Code Chapter 2.16 Emergency Organization and Functions, which provide for the preparation and carrying out of plans for the protection of persons and property within this city in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations, and affected private persons.

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) (4) in that it is a governmental fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment. Furthermore, this action is exempt from CEQA pursuant to CEQA Guidelines Section 15304 as it involves a minor temporary use of land having negligible or no permanent effects on the environment.

DISCUSSION

The State Emergency is still in place and allows ongoing programs and recovery efforts to continue uninterrupted. Governor Newsom encouraged cities to continue with outdoor dining programs through the end of the State Emergency.

On June 10, 2020, the City Manager/Director of Emergency Services issued an emergency order temporarily allowing outdoor dining on private property parking lots (Attachment 3). The order suspended a portion of the Sunnyvale Municipal Code ("SMC") prohibiting temporary outdoor dining areas on private property, including but not limited to:

- SMC Chapter 19.61, which provides additional permit requirements for outdoor dining, including but not limited to the provisions relating to miscellaneous plan permits
- SMC Chapter 19.46.110, which provides regulations related to parking requirements for restaurants with outdoor seating
- SMC Chapter 9.66.010, which relates to consumption of alcohol from private property viewable from the public right of way.

The order allows businesses to temporarily operate outdoors on private properties by submitting the required "Operational Certification for Temporary Outdoor Dining Areas on Private Property." The self-certification allows businesses to safely operate outdoors with minimum City permitting or approvals while still protecting customer's health and safety. The order states that temporary outdoor dining on private property may be allowed until such a time as the local emergency has ended, or until a subsequent order is issued by the City's Director of Emergency Services or the Sunnyvale City Council, whichever is sooner.

The City also temporarily closed the 100 block of South Murphy Avenue to vehicles by issuing a Permit with the City as the applicant based on its authority under Sunnyvale Municipal Code Chapter 9.45 and the general enabling authority pursuant to Vehicle sec. 21101 (e). About 15 businesses have submitted self-certifications for outdoor dining on private property to the Community Development Department and 20 businesses on Murphy Avenue have expanded outdoor operations.

On October 8, 2021, Governor Newsom signed SB 314 Alcoholic beverages. SB 314 allows current licensees with expanded outdoor dining premises under ABC's emergency relief order to expand outdoor restaurant/bar seating with alcohol service, on streets, parking lots, alleys, or sidewalks.

The Sunnyvale Downtown Association also requested that the City temporarily keep the street closed until September 30, 2022. The proposed resolution will allow the City to continue allowing outdoor dining on private property and keep the 100 Block of South Murphy Avenue closed to vehicular traffic until September 30, 2022. The Community Development Director has the ability to revoke a self-certification and not allow outdoor dining on private parking lots if the City receives any complaints about a specific business and /or determines that the business is not complying with the regulations established for temporary outdoor dining areas on private property. The proposed resolution will continue to allow activities on private property to facilitate outdoor dining as City businesses continue to recover from the COVID-19 pandemic.

Staff has received numerous emails asking the City to permanently close the 100 block of South Murphy Avenue to vehicular traffic. Staff also heard from some businesses that their customers need vehicular access to their location for pick up or drop off for customers unable to walk long distances from the parking lots. Businesses not located on Murphy Avenue have commented that Murphy Avenue businesses have free outdoor dining space while they need to pay for the use of parking lots/patios. Businesses not located on Murphy Avenue see an equity issue and have asked that equity with citywide businesses be addressed in the study being proposed for the permanent closure of Murphy Avenue.

Consideration of a permanent closure of Murphy Avenue will require additional engagement from businesses and residents. The City should understand the needs of both businesses and residents and the impacts the street closure may have on the community. To address these items, staff has prepared a study issue for Council's consideration and action at the 2022 Council Study Issue Workshop. If Council ranks the proposed study issue, staff will be able to complete the study prior to the planned reopening date of September 30, 2022.

Overall, the closure of the 100 South Murphy Avenue and outdoor dining on private property programs have been working well, with minimal complaints from the public. The Sunnyvale Downtown Association (SDA) (Attachment 4) and many businesses have requested that the City's outdoor dining program be extended into 2022. Staff and businesses see a continued demand for outdoor dining activity as people have expressed that they feel more comfortable outdoors.

FISCAL IMPACT

Adoption of this resolution will have no direct fiscal impact on the City. Staff time will be required to implement minor changes to the self-certification forms and to inform and answer questions from the community about the resolution. Also, staff overtime resources are being used for the street cleaning at a cost of about \$10,000. This cost can be absorbed this year, but a long-term solution will be needed if the street is permanently closed.

PUBLIC CONTACT

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

ALTERNATIVES

1. Amend Resolution No. 1075-21 Directing the City Manager to Temporarily Allow Outdoor Dining on Private Parking Lots and Close the 100 Block of South Murphy Avenue until

- September 30, 2022.
2. Amend Resolution No. 1075-21 to Temporarily Allow Outdoor Dining on Private Parking Lots and Close the 100 Block of South Murphy Avenue until September 30, 2022 with modifications.
 3. Other Direction Provided by Council.

STAFF RECOMMENDATION

Alternative 1: Amend Resolution No. 1075-21 Directing the City Manager to Temporarily Allow Outdoor Dining on Private Parking Lots and Close the 100 Block of South Murphy Avenue until September 30, 2022.

Staff recommends continuing allowing businesses the ability to operate outdoors by amending the proposed resolution to provide certainty to the businesses and the public regarding outdoor activities.

Prepared by: Connie Verceles, Assistant to the City Manager/Economic Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Resolution
2. Resolution No 1075-21
3. City Manager/Director of Emergency Services Emergency Order June 10, 2020
4. SDA Request Letter

DRAFT 11/8/2021 AMA

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE DIRECTING THE CITY MANAGER TO
EXTEND TEMPORARY OUTDOOR DINING AREAS ON
PRIVATE PROPERTY AND THE CLOSURE OF THE 100
BLOCK OF SOUTH MURPHY AVENUE UNTIL
SEPTEMBER 30, 2022**

WHEREAS, on March 12, 2020, pursuant to Chapter 2.16 of the Sunnyvale Municipal Code (“SMC”), the City Manager as the Director of Emergency Services declared the existence of a local emergency and the City Council ratified the same on March 17, 2020, by adopting Resolution No. 979-20 and extended the Director of Emergency Services’ proclamation approximately every 60 days in accordance with Government Code section 8630 (Emergency Services Act); and

WHEREAS, on October 26, 2021, the City Council again extended the Director of Emergency Services’ declaration of a local emergency in Resolution No. 1088-21; and

WHEREAS, in the case of restaurants, indoor dining has had a direct effect on the safety of restaurant employees and members of the public, while outdoor dining programs have allowed business activities in outdoor areas and provided critical assistance to allow businesses to reopen, remain open, and expand outdoor operations to help facilitate economic recovery during the local emergency; and

WHEREAS, on June 10, 2020, the Director of Emergency Services also adopted a Local Emergency Order and Regulations for Temporary Outdoor Dining on Private Property that suspended provisions in the Sunnyvale Municipal Code including but not limited to SMC Chapters 19.61, which provides additional permit requirements for outdoor dining, including but not limited to the provisions relating to miscellaneous plan permits; SMC Chapter 19.46.110, which provides regulations related to parking requirements for restaurants with outdoor seating; and SMC Chapter 9.66.010 which relates to consumption of alcohol from private property viewable from the public right of way; and

WHEREAS, on June 1, 2020, City staff issued Special Events Permit No. 2020-06-01 to allow the closure of the 100 block of South Murphy Avenue in accordance with SMC Chapter 9.45 and Vehicle Code section 21101(e), that allowed restaurants to expand their outdoor dining footprint into the right-of-way with the issuance of a Miscellaneous Plan Permit issued by the Planning Division; and

WHEREAS, when the State retired the Blueprint for a Safer Economy on June 15, 2021, Governor Newsom encouraged cities to continue with outdoor dining programs through the end of the State’s Emergency Order; and

WHEREAS, on June 23, 2021, staff temporarily extended the Special Events Permit to allow the closure of the 100 block of South Murphy Avenue until July 31, 2021, or until otherwise extended by the City Council; and

WHEREAS, on July 27, 2021, the City Council adopted Resolution No. 1075-21 directing the City Manager to temporarily allow outdoor dining on private parking lots and close the 100 block of South Murphy Avenue until December 31, 2021; and

WHEREAS, many Sunnyvale restaurants have participated in both the self-certification program to allow temporary outdoor dining on private property as well as the expanded outdoor dining program on the 100 block of South Murphy Avenue; and

WHEREAS, the State Department of Alcoholic Beverage Control (“ABC”) has extended its Notices of Regulatory Relief providing modifications to several provisions of state law and regulations relating to outdoor service of alcoholic beverages in California until December 31, 2021; and

WHEREAS, on October 8, 2021, Governor Newsom signed SB 314, which allows current licensees with expanded outdoor dining premises under ABC’s emergency relief order to expand outdoor restaurant/bar seating with alcohol services on streets, parking lots, alleys, or sidewalks; and

WHEREAS, many businesses have requested that the City’s outdoor dining program be extended into 2022, and staff and businesses see a continued demand for outdoor dining activity as people have expressed that they feel more comfortable outdoors.

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

1. The City Council hereby directs the City Manager to extend temporary outdoor dining areas on private property and authorizes the regulations in the Local Emergency Order dated June 10, 2020, to remain in full force and effect until September 30, 2022.
2. The City Council hereby directs the City Manager to extend the closure of Murphy Avenue until September 30, 2022, through the issuance of a Special Events Permit in accordance with Sunnyvale Municipal Code Chapter 9.45 and Vehicle Code section 21101(e).
3. This Resolution shall take effect immediately upon adoption.

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

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 1075-21**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE DIRECTING THE CITY MANAGER TO EXTEND TEMPORARY OUTDOOR DINING AREAS ON PRIVATE PROPERTY AND THE CLOSURE OF THE 100 BLOCK OF SOUTH MURPHY AVENUE UNTIL DECEMBER 31, 2021**

WHEREAS, on March 12, 2020, pursuant to Chapter 2.16 of the Sunnyvale Municipal Code ("SMC"), the City Manager as the Director of Emergency Services declared the existence of a local emergency and the City Council ratified the same on March 17, 2020, by adopting Resolution No. 979-20 and extended the Director of Emergency Services' proclamation approximately every 60 days in accordance with Government Code section 8630 (Emergency Services Act); and

WHEREAS, on July 13, 2021, the City Council again extended the Director of Emergency Services' declaration of a local emergency in Resolution No. 1069-21; and

WHEREAS, in the case of restaurants, indoor dining has had a direct effect on the safety of restaurant employees and members of the public, while outdoor dining programs have allowed business activities in outdoor areas and provided critical assistance to allow businesses to reopen, remain open, and expand outdoor operations to help facilitate economic recovery during the local emergency; and

WHEREAS, on June 10, 2020, the Director of Emergency Services also adopted a Local Emergency Order and Regulations for Temporary Outdoor Dining on Private Property that suspended provisions in the Sunnyvale Municipal Code including but not limited to SMC Chapters 19.61, which provides additional permit requirements for outdoor dining, including but not limited to the provisions relating to miscellaneous plan permits; SMC Chapter 19.46.110, which provides regulations related to parking requirements for restaurants with outdoor seating; and SMC Chapter 9.66.010 which relates to consumption of alcohol from private property viewable from the public right of way; and

WHEREAS, on June 1, 2020, City staff issued Special Events Permit No. 2020-06-01 to allow the closure of the 100 block of South Murphy Avenue in accordance with SMC Chapter 9.45 and Vehicle Code section 21101(e), that allowed restaurants to expand their outdoor dining footprint into the right-of-way with the issuance of a Miscellaneous Plan Permit issued by the Planning Division; and

WHEREAS, on June 23, 2021, staff temporarily extended the Special Events Permit to allow the closure of the 100 block of South Murphy Avenue until July 31, 2021, or until otherwise extended by the City Council; and

WHEREAS, many Sunnyvale restaurants have participated in both the self-certification

program to allow temporary outdoor dining on private property as well as the expanded outdoor dining program on the 100 block of South Murphy Avenue; and

WHEREAS, the State Department of Alcoholic Beverage Control (“ABC”) has extended its Notices of Regulatory Relief providing modifications to several provisions of state law and regulations relating to outdoor service of alcoholic beverages in California until December 31, 2021; and

WHEREAS, the State retired the Blueprint for a Safer Economy on June 15, 2021, as the COVID-19 hospitalization rates remain low and vaccination supply readily available, which resulted in a return to full capacity limits, removal of physical distancing requirements and looser mask mandates, however the State’s Emergency Order will remain in place to allow ongoing programs and economic recovery efforts to continue uninterrupted.

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

1. The City Council hereby directs the City Manager to extend temporary outdoor dining areas on private property and authorizes the regulations in the Local Emergency Order dated June 10, 2020, to remain in full force and effect until December 31, 2021.
2. The City Council hereby directs the City Manager to extend the closure of Murphy Avenue until December 31, 2021, through the issuance of a Special Events Permit in accordance with Sunnyvale Municipal Code Chapter 9.45 and Vehicle Code section 21101(e).
3. This Resolution shall take effect immediately upon adoption.

Adopted by the City Council at a regular meeting held on July 27, 2021, by the following vote:

AYES: KLEIN, HENDRICKS, LARSSON, MELTON, FONG, CISNEROS, DIN
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
RECUSAL: NONE


ATTEST:

DocuSigned by:

663E57B921394E1...

DAVID CARNAHAN
City Clerk
(SEAL)

APPROVED:

DocuSigned by:

36C5F28A37A9448...

LARRY KLEIN
Mayor

APPROVED AS TO FORM:

DocuSigned by:

4831B06AAB76435...

JOHN A. NAGEL
City Attorney

JUNE 10, 2020

**LOCAL EMERGENCY ORDER
BY THE CITY OF SUNNYVALE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES
REGARDING TEMPORARY OUTDOOR DINING AREAS ON PRIVATE PROPERTY
IN THE CITY OF SUNNYVALE**

WHEREAS, Government Code Section 8634 empowers the City and the Director of Emergency Services/City Manager to promulgate orders and regulations necessary for the preservation of life and property during the local emergency, and

WHEREAS, on March 12, 2020, pursuant to Chapter 2.16 of the Sunnyvale Municipal Code ("SMC"), the Director of Emergency Services declared the existence a local emergency and the City Council ratified the same on March 17, 2020, and extended the Director of Emergency Services' proclamation on April 7, 2020 by Resolution No. 981-20, and on May 26, 2020 by Resolution No. 994-20; and

WHEREAS, the Santa Clara County Department of Public Health ("County") issued an order on March 16, 2020, followed by Executive Order (N-33-20)(March 19, 2020) issued by the Governor of the State of California ("Governor"), requiring residents to Shelter in Place and which prohibited, among other things, indoor dining in restaurant establishments; and

WHEREAS, beginning on or about March 19, 2020, the State Department of Alcoholic Beverage Control ("ABC") began issuing a series of Notices of Regulatory Relief providing modifications to several provisions of state law and regulations relating to service of alcoholic beverages in California; and

WHEREAS, on or about June 5, 2020, the County issued an updated order providing that restaurants may resume dine-in options; and

WHEREAS, in the case of restaurants, indoor dining has a direct effect on the safety of restaurant employees and members of the public, while economic viability of such establishments is increased by additional service areas outdoors; and

WHEREAS, the health, safety and welfare of Sunnyvale residents, businesses, visitors and staff is of utmost importance to the City and additional future measures may be needed to protect the community.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF SUNNYVALE DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. The Director of Emergency Services hereby suspends, to the extent necessary, any portion of the Sunnyvale Municipal Code ("SMC") prohibiting or impairing Temporary Outdoor Dining Areas on Private Property as further described in Exhibit A to this

order, including but not limited to SMC Chapters 19.61, which provides additional permit requirements for outdoor dining, including but not limited to the provisions relating to miscellaneous plan permits; SMC Chapter 19.46.110, which provides regulations related to parking requirements for restaurants with outdoor seating; and SMC Chapter 9.66.010 which relates to consumption of alcohol from private property viewable from the public right of way.

SECTION 2. The Director of Emergency Services hereby adopts the Regulations for Temporary Outdoor Dining Area on Private Property attached as Exhibit A. All establishments utilizing additional activities permitted in Exhibit A must follow all provisions therein, as well as any and all applicable state laws, orders, regulations, orders by the Governor, ABC, and County ("orders"). In the event of a conflict in orders, the most restrictive order shall apply. There shall be no fee imposed for approval of the Operational Certification for Temporary Outdoor Dining Areas on Private Property.

SECTION 3. This order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the City of Sunnyvale, or any of its officials, employees, contractors, agents or volunteers.

SECTION 4. This order shall be in force and effect unless and until superseded by Ordinance or Resolution of the Sunnyvale City Council or by subsequent order of the Director of Emergency Services during the COVID-19 local emergency where the subsequent order expressly supersedes this order, or until such a date where the Director of Emergency Services or Sunnyvale City Council declare the local emergency has ended, whichever is sooner.

SECTION 5. Severability. If any section, clause, or other portion of this order is for any reason to be held invalid or unconstitutional by any final, unappealable decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this order. Should the Governor, ABC, County, or Director of Emergency Services issue or modify any of the orders addressing the restaurant regulations or other matters covered by this order, this order shall be interpreted to the extent feasible in a manner consistent with such orders.

SECTION 6. Notice. This order shall be noticed as required by California Government Code section 8634.

SECTION 7. The City Clerk shall certify to the adoption of this order and shall cause a certified order to be filed in the Office of the City Clerk.

Date: June 10, 2020



Kent Steffens
Director of Emergency Services/City Manager

Exhibit A

Regulations Relating to Temporary Outdoor Dining Areas On Private Property

Introduction – Program in Brief

On June 1, 2020, the Santa Clara County Department of Public Health provided new guidance to restaurants previously ordered closed due to the COVID-19 pandemic. Specifically, the new order provided that restaurants may re-open for dine-in options beginning June 5, 2020 so long as certain health and safety criteria were met. In order to effectuate the successful reopening of such operations, the City of Sunnyvale is providing regulations and guidelines to simplify a process by which space on private property immediately adjacent to the restaurant operation may be used to expand outdoor dining areas. The requirements for restaurants opting to participate in this program are as follows.

Self-Certification Checklist

Under this program, a restaurant must self-certify compliance with all of the following:

- Compliance with all orders, including orders from the Governor, Alcoholic Beverage Control (“ABC”), and Santa Clara County, as well as compliance with the Sunnyvale Municipal Code;
- Approval from the property owner indicating that the owner has approved an expansion into the private property for the restaurant’s use; and
- Compliance with the Americans with Disabilities Act (or “ADA”).

The Community Development Director or designee is authorized to develop an operational self-certification form for restaurant owners to effectuate the program pursuant to the emergency order.

General Requirements

- The business owner must indemnify and hold the city harmless for all personal injury and/or property damage caused by the expansion of outdoor dining area.
- The program is limited to an expansion of an existing, permitted restaurant onto private property, such as a paved area or parking lot, however outdoor dining may not expand into previously designated disabled parking stalls.
- Patron queuing for outdoor dine-in service and/or take out must display tape or markings in intervals designed to ensure adequate social distancing, as outlined by the Santa Clara County Public Health Officer.
- Debris, litter, and waste from outdoor dining must be adequately disposed of. Outdoor dining areas must remain clear of litter.
- Hours of operation for the outside dining area are limited to the hours of operation for the associated restaurant.
- The outdoor dining area must provide sufficient ingress and egress for patrons and employees and in case of emergency.
- To the extent that the restaurant opts to utilize outdoor heaters, certain health and safety requirements apply.
- Service of alcoholic beverages in the outdoor dining area may be permitted following application and approval from ABC.

- Where the restaurant is a stand-alone business without a shared parking lot, no less than three parking spaces must be reserved for take-out patrons. Where the restaurant shares a parking lot in a shopping center, a maximum of 25% of the existing parking spaces serving the shopping center may be used for the outdoor dining area.
- There is no fee for review and approval of the outdoor dining self-certification.

Outdoor Seating Areas

- Expanded outdoor seating areas are limited to private property immediately adjacent to the previously approved restaurant use.
- Furnishings are limited to movable tables, chairs, umbrellas or temporary shade structures.
- A restaurant may not build a permanent structure as part of the outdoor dining area under this program.
- Tables may provide seating for no more than six (6) people.
- At least five (5) percent of the outdoor tables must be wheelchair accessible.
- The layout of tables, chairs and furnishings must provide a clear passageway and provide for an emergency exit.

Restaurants interested in Temporary Outdoor Dining Areas on Private Property may contact the Planning Division at planning@sunnyvale.ca.gov.



November 12, 2021

To: Connie Verceles, Economic Development Manager, City of Sunnyvale
From: Michael Johnson, Executive Director, Sunnyvale Downtown Association

Subj: Request to extend Historic Murphy Avenue Street closure through the end of September 2022.

The SDA board met for its monthly meeting and one of the items on our agenda was considering extending the request to keep Historic Murphy Avenue closed, through the end of September 2022. After conversations with city staff, it was clear that in order to move forward, we would need to have a better understanding of the cost that Historic Murphy Avenue businesses would be required to take on if the street was permanently closed to vehicles. In order to accomplish this, it would require a feasibility study to determine what operational cost for things like; street cleaning, expanded outside dining seating cost, and to learn the impact to businesses who don't benefit from permanent closure that may also place additional cost on them.

The board and I agree that the city should consider a feasibility study to determine if a permanent street closure would make sense. We believe it would provide the city the time required for the study and the outreach to our Historic Murphy Avenue businesses. During this time the businesses can continue to accommodate our city residents and guests during the time needed to complete the study.

While we are all hopeful that Covid continues to dissipate in the county, we still need to consider that a new possible flare up could happen, and new restrictions be reintroduced. With this being a possibility, we would want to have the option to re-open the street for drive through pickup if that were to happen, until services were allowed to be resumed.

Since the SDA Business Improvement District represents a significantly larger footprint beyond Historic Murphy Avenue, it wouldn't seem fair that a large segment of our BID members would benefit from these additional expenses being added to the BID's financial obligations permanently to accommodate

one street. The board will complete outreach to downtown businesses, business and stakeholders and will vote at a future date on whether we will request a permanent closure of Historic Murphy Avenue

The board and I agree it would be prudent to ensure we understand the full scope and cost associated with this, since this is an expense that the SDA Business Improvement District would not be able to incur, and only businesses on Historic Murphy Avenue would be responsible for this cost. We have decided to only request the temporary closure of Historic Murphy Avenue until the end of September 2022, as we work with the city to fully understand what permanent street closure would entail.

Respectfully,

Michael Johnson
Executive Director
Sunnyvale Downtown Associations



City of Sunnyvale

Agenda Item

21-1005

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Award a Contract to All City Management Services Inc. for Crossing Guard Services (F21-150) and Approve Budget Modification No. 10 in the Amount of \$92,375

BACKGROUND AND DISCUSSION

In December 2015, staff identified programmatic issues with the City's Crossing Guard Program (RTC No. 15-1083). Council directed staff to provide a recommendation for alternative methods of service delivery, including contracting out professional services to provide and administer the Crossing Guard Program.

After completion of an RFP process in 2016, the City awarded a contract to All City Management Services Inc. (ACMS) to provide temporary staffing for Crossing Guard services for five years (RTC No. 16-0750), which expires on December 31, 2021.

On June 23, 2021, a Request for Information was solicited to determine if there were other service providers that had the capacity and experience to provide Crossing Guard Services in Sunnyvale. Eighteen (18) potential contractors were notified, and the City received two (2) responses. ACMS was the only vendor that demonstrated the capacity and experience to continue providing these services. The scope of services is provided in Attachment 1.

Since the initial contract was issued in April 2016, the number of sites requiring crossing guards has increased. In July 2017, funds were added to the contract to include summer school programs (RTC No. 17-0646). In January 2020, budgeted funds were increased to accommodate the addition of two intersections (El Camino Real/Henderson and El Camino Real/Poplar) (RTC No. 20-0158). Currently, 40 sites are staffed, with some sites requiring two crossing guards due to their location at a busy/large intersection. With 180 regular school days and summer school programs, the estimated number of staffing hours is 19,262 per year.

On March 19, 2021, ACMS notified the City of an hourly rate increase pursuant to the terms of their contract. The rate increase was based on the January 2021 increase in Sunnyvale's minimum wage rate, as well as an adjustment to meet the California split shift wage law requirements. Hourly rates increased from \$33.92 per hour to \$41.78 per hour (a 23% increase). The mid-contract increase in the hourly rate reduced the number of staffing hours that could be provided from approximately 19,200 to 15,512 per year. However, due to implementation of remote learning in FY20/21, the expenses were substantially lower than the budgeted amount, so a budget modification was not required at that time.

Schools are now back to in person instruction, creating a need to analyze the current budget in light of the March 2021 rate increase. On November 19, 2021, ACMS notified the City of a rate increase

due to various economic factors, including the increase in minimum wage that takes effect on January 1, 2022. At the quoted hourly rate of \$43.94, the projected contract total is an estimated \$846,372 for Year 1. The current budgeted funding for this activity is \$661,622. Therefore, to provide coverage at all identified intersections, a budget increase of \$184,750 is required in the first year of the contract. DPS is requesting a budget modification of \$92,375 (50% of the total increase) in FY21/22 to support anticipated additional contract costs from January 1, 2022 - June 30, 2022.

EXISTING POLICY

In accordance with the provisions of Sunnyvale Municipal Code Chapter 2.08.060, an alternate method of procurement may be used which do not compromise the integrity of the procurement process if approved in advance by the City Manager.

Additionally, in accordance with Sunnyvale Municipal Code 2.08, 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 (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

A total of \$661,622 is available to fund this contract in the Department of Public Safety ("DPS") operating budget as stated in Attachment 2 to the report. In order to meet the current staffing needs for crossing guard services, additional funds of \$184,750 are required in Year 1 of the contract. A budget modification of \$92,375 will be required to increase the contract on the effective date of January 1, 2022, with funds transferred from General Fund reserves to the Department of Public Safety Operating Budget (Program 12700).

It should be noted that the contract requires that the vendor meet the current Sunnyvale requirements for minimum wage and allows the vendor to increase rates charged to the City accordingly with sufficient notice. Future increases in minimum wage may require review and revision to the budget for this activity. If future budget modifications are required, those will be presented before City Council through the appropriate budget adjustment process. Assuming a normal inflationary pattern, the increased cost over twenty years will be approximately \$5 million. The impact of this increase will be included in the FY 2022/23 recommended Budget.

Budget Modification No. 10 FY 2021/22

	Current	Increase/ (Decrease)	Revised
<u>General Fund</u>			
<u>Expenditures</u>			
Program 12700 - Public	\$ 6,122,265	\$ 92,375	\$ 6,214,640
Safety Administrative			
Services			

Reserves

Budget Stabilization	\$ 45,712,797	(\$92,375)	\$ 45,620,422
Fund			

PUBLIC CONTACT

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

ALTERNATIVES

1. Award a contract in substantially the same form as Attachment 1 to the report in the amount not to exceed \$846,372 to All Cities Management Services, Inc. to provide Crossing Guard Services, Approve Budget Modification No. 10 in the amount of \$92,375, and authorize the City Manager to amend and renew the contract for four additional one-year terms, subject to available budget, if pricing and service remain acceptable to the City.
2. Do not award the contract, and direct staff to return to Council with an alternate proposal for a service delivery level that fits within the current budget.
3. Amend the existing contract with ACMS in substantially the same form as Attachment 3 to the report to extend for a period of six months, in the amount of \$507,823 (based on a 10-month school year, at a rate of \$84,637.20 per month) to allow staff time to complete Alternative 2, and Approve Budget Modification No. 10 in the amount of \$92,375.
4. Other direction as provided by Council.

STAFF RECOMMENDATION

Alternative 1: Award a contract in substantially the same form as Attachment 1 to the report in the amount not to exceed \$846,372 to All Cities Management Services, Inc. to provide Crossing Guard Services, Approve Budget Modification No. 10 in the amount of \$92,375, and authorize the City Manager to amend and renew the contract for four additional one-year terms, subject to available budget, if pricing and service remain acceptable to the City.

Prepared by: Gregory S. Card, Purchasing Officer
Reviewed by: Tim Kirby, Director of Finance
Reviewed by: Phan Ngo, Director of Public Safety
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft Services Agreement
2. ACMS Rate Quote
3. Draft Amendment to Existing ACMS Contract

**SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND ALL CITY
MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ALL CITY MANAGEMENT SERVICES, INC. ("CONTRACTOR").

WHEREAS, CITY conducted Request for Information F21-150 to determine qualified contractors available to provide Crossing Guard Services at schools throughout CITY; and

WHEREAS, CITY is in need of a specialized services in relation to crossing guard services; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

CONTRACTOR shall provide qualified individuals to provide crossing guard services pursuant to Exhibit "A", Scope of Work, attached and incorporated by reference. Each individual performing the required services under this Agreement shall be approved by CITY in advance. The complete Contract consists of the following documents: Exhibit A, Scope of Services, Request For Information No. F21-150, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions and CONTRACTOR's completed Proposal. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONTRACTOR

CONTRACTOR shall provide qualified individuals to provide crossing guard services pursuant to Exhibit "A", Scope of Services, attached and incorporated by reference. Each individual performing the required services under this Agreement shall be approved by CITY in advance.

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished, and work performed and completed as required in attachment A under the sole direction and control of the CONTRACTOR, and subject to approval of the City.

3. Time for Performance

The term of this Agreement shall begin on January 1, 2022 through December 31, 2022. unless otherwise terminated. Agreement may be renewed for up to four (4) one-year optional extensions subject to available funding.

4. Compensation

The City agrees to pay the CONTRACTOR for services rendered pursuant to this Agreement the sum of Forty Three Dollars and Ninety Four Cents \$43.94 per guard/per hour. In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of Eight Hundred Forty Six Thousand Three Hundred Seventy Two and 28/100 Dollars \$846,372.28, 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 "A". 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.

5. Wage Rates

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

6. 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.

7. 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.

8. Compliance with Laws

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

9. 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.

10. Indemnity

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 misconduct of the CITY.

11. Insurance

The City requires that all contractors maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "B."

12. CITY Representative

The Department of Public Safety Deputy Chief of Special Operations, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONTRACTOR Representative

Patricia Pohl, Vice President of Operations shall represent CONTRACTOR 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.

14. 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 or fax, 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: Phan Ngo, Director of Public Safety
Department of Public Safety
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Patricia Pohl, Vice President of Operations
All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

15. Assignment

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

16. 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.

17. Entire Agreement; Amendment

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

18. 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.

19. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By _____

City Clerk

CITY OF SUNNYVALE ("CITY")

By _____

City Manager

APPROVED AS TO FORM:

ALL CITY MANAGEMENT SERVICES, INC.
(CONTRACTOR")

By _____

City Attorney

By _____

Name and Title

Exhibit A
Scope of Service

1. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
2. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
3. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
4. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the City of Sunnyvale.
5. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Sunnyvale pertaining to general pedestrian safety in school crossing areas.
6. Crossing Guard Services shall be provided by the Contractor at the designated locations, at the designated times, on all days in which school is in session during the regular schoolyear. In addition, services shall be provided at all locations which serve schools hosting Summer School Programs sanctioned by the School Districts served. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

The Contractor will notify the City and the appropriate school if any designated location will not be staffed on a day school is in session. Notification will be provided at least two hours prior to the scheduled start time.

The Contractor shall maintain a telephone system in operation at its office during regular business hours to receive compliments, concerns, or complaints from the public regarding the services provided. Contractor is responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all complaints relating to services provided. Contractor will maintain a log of all complaints, noting the name, address, and telephone number of the complaining caller, date and time that the complaint was received, identification of the employee receiving the complaint and characterization of the complaint.

The Contractor shall provide monthly reporting while school is in session regarding the coverage of all designated intersections. Reporting will also include records of any complaints and their resolution.

7. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with handheld Stop signs and any other safety equipment which may be necessary.
8. Contractor agrees to indemnify the City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officer's agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
9. The City agrees to pay the Contractor for services rendered pursuant to this Agreement the sum of Forty-three dollars and ninety-four cents (\$43.94) per guard/per hour for the regular and summer school schedule during year one of the contract period.

This pricing is based upon a projected 19262 billing hours per school year (which consists of 18,987 hours for the regular school year and 275 summer school hours), Unless Contractor fails to perform service. The Not to Exceed Price for contract year one totals: \$ 846,372.28

The Contractor may exercise a price increase during the contract period as a result of any legislative mandated increases in wages or benefits for State of California employees. The Contractor shall provide the City with 60 days- notice and justification of its request to adjust pricing. The City agrees to review and respond to said notice within 30 days of service.

10. The Contractor will hire all current City of Sunnyvale Crossing Guards provided the guards meet ACMS Physical Requirements and Other Requirements as outlined in ACMS Crossing Guard Job Description incorporated below.

The Contractor agrees to employ Crossing Guards for a period not less than sixty (60) calendar days from the start of service. The Contractor retains the right to terminate employment for cause including but not limited to; Non-compliance with company policy for notice of absences/tardiness, repeated tardiness, insubordination, alcohol or drug use on duty, requested removal from duty by City of Sunnyvale or School District staff.

11. The City shall have an option to renew this contract for up to four (4) additional years. In the event this Agreement is extended beyond the initial term; the compensation and terms for services shall be established by mutual consent of both parties



ALL CITY MANAGEMENT SERVICES

JOB DESCRIPTION

POSITION:	Adult School Crossing Guard-Seasonal
FUNCTION:	To provide additional protection to any person crossing a street or highway in a marked crosswalk at an assigned location.
RESPONSIBILITIES:	<p>Works under the direction of an Area Supervisor, District Supervisor or Lead Supervisor</p> <p>Must read, understand and comply with all Company policies as outlined in the <i>"Employee Handbook for School Crossing Guards"</i></p> <p>Must wear Company-issued high visibility vest and hat (or visor) at all times while on duty.</p> <p>Must wear sturdy, well-fitting shoes while on duty. Shoes must have closed toe and heel (no sandals), low or no heel and have soft soles with a no-slip tread in good condition.</p> <p>Must show good judgment and make common sense decisions while providing for the safety of pedestrians.</p> <p>Must successfully complete certification testing and maintain certified status.</p> <p>Must submit to and successfully complete all pre-employment tests and screenings as required by ACMS policy and/or required client specifications.</p> <p>Must maintain compliance with all safety and functional capacity evaluation standards as outlined by ACMS policy. Compliance with standards is determined by both bi-annual review and random field observation and testing.</p>
PHYSICAL REQUIREMENTS:	<p>Must have physical ability and stamina to remain on duty (without interruption) for up to two hours per shift</p> <p>Must be able to <u>lift STOP sign (weighing up to two pounds) over the head repeatedly</u>. Must be able to stand and/or walk for extended periods of time, often on uneven terrain. Must be able to work outside in seasonal weather conditions.</p> <p>Must be at least 18 years of age.</p> <p>Must submit to and successfully clear a fingerprint-based background check which meets specific client contractual mandates and/or meets the qualification of working with school children. Said clearance must be maintained throughout the duration of employment.</p> <p>May be subject to drug/alcohol screening prior to and/or at random during employment.</p> <p>Must immediately notify supervisor of any temporary or long term accommodations needed due to limitations and/or restrictions regarding physical or mental inability to perform duties of the job.</p>
OTHER REQUIREMENTS:	

This job description is not intended to be, and should not be construed to be, an all inclusive list of all responsibilities, skills, or working conditions associated with the position. While it is intended to accurately reflect the position activities and requirements, the Company reserves the right to modify, add or remove duties and assign other duties as necessary with or without notice. The position is seasonal based on the assigned locations(s) school schedules. School closings for holiday observances, weather closings or summer break are considered off season.

EXHIBIT "B"

INSURANCE REQUIREMENTS

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

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

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease. **Industry Specific Coverages**. If checked below, the following insurance is also required:
 - ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
 - ☒ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
 - ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
 - ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
 - ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided,

cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

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

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to 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.

All City Management Services Inc.

Client Worksheet 2022

Department: 9402

Billing Rate for 2022: \$43.94

City of Sunnyvale
P.O. Box 3707
Sunnyvale, CA 94088

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		68		180		\$43.94	=	\$537,825.60
34	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		20.25		180		\$43.94	=	\$160,161.30
9	Sites at 2.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		10		180		\$43.94	=	\$79,092.00
4	Sites at 2.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		36.16		36		\$43.94	=	\$57,199.33
37	Add'l. Hours for Min. Day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		1		275		\$43.94	=	\$12,083.50
1	Sites at 1.0 hr per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS	19262	TOTAL ANNUAL PROJECTED COST	\$846,372.28
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**AMENDMENT TO SERVICES AGREEMENT BETWEEN THE CITY
OF SUNNYVALE AND ALL CITY MANAGEMENT SERVICES, INC.
FOR CROSSING GUARD SERVICES**

This Amendment to Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and ALL CITY MANAGEMENT SERVICES, INC. ("CONTRACTOR").

WHEREAS, on October 1, 2020, CITY and CONTRACTOR entered into a Services Agreement whereby CONTRACTOR would provide crossing guard services; and

WHEREAS, on September 16, 2021, CITY and CONTRACTOR entered into an Amendment to extend the contract term through December 31, 2021; and

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

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

2. Time for Performance

The term of this Agreement shall be from January 1, 2020, through June 1, 2021 unless otherwise terminated.

3. Compensation

CITY agrees to pay CONTRACTOR at the regular billing rate of \$43.94 per hour, per guard. Total compensation shall not exceed Five Hundred Seven Thousand Eight Hundred Twenty Three and 20/100 Dollars (\$507,823.20).

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

ALL CITY MANAGEMENT SERVICES, INC.
("CONTRACTOR")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title



City of Sunnyvale

Agenda Item

21-0973

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Accept LinkedIn's Donation of Voluntary Bicycle and Pedestrian Facility Improvements on Maude Avenue between Sunnyvale/Mountain View City Limits and Approximately 400 feet West of North Mathilda Avenue with an Estimated Construction Cost of \$1,180,000 and Finding of an Exemption from the California Environmental Quality Act

BACKGROUND

Maude Avenue is an east-west commercial/industrial collector that connects to State Route (SR) 237 and Sunnyvale/Mountain View city limits on the west and ends at Wolfe Road on the east. On Maude Avenue between the Sunnyvale/Mountain View city limits and approximately 400 feet west of North Mathilda Avenue (Project Limits), there are two travel lanes in each direction with a two-way center turn lane and a Class II bicycle lane on both sides of the street. There are continuous sidewalks on both sides of the street, except for a portion on the north side approximately 440 feet west of Macara Avenue into Mountain View. This segment of Maude Avenue is located within the Sunnyvale Peery Park Specific Plan area, where most of the land use along this corridor are office, research and development, and industrial land uses.

In 2018, LinkedIn Corporation (LinkedIn) approached the City with a request to install voluntary improvements consisting of on-street Class IIB buffered bicycle lanes and pedestrian improvements along Maude Avenue from 400 feet west of North Mathilda Avenue to the west city limits. LinkedIn has retained the services of a professional engineering firm to prepare plans suitable for construction of the improvements.

EXISTING POLICY

In performing the analysis and developing the conclusions identified in this report, the following policies were referenced and considered:

General Plan Chapter 3 Land Use and Transportation:

- **Policy LT-1.7:** Emphasize efforts to reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit.
- **Goal LT-3:** 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.
- **Policy 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.

The order of consideration of transportation users shall be:

- (1). Pedestrians
 - (2). Non-automotive (bikes, three wheeled bikes, scooters, etc.)
 - (3). Mass transit vehicles
 - (4). Single-occupant automobiles
- **Policy LT-3.30:** Support regional and cross-regional transportation improvements and corridors while minimizing impacts to community form and intracity travel.

Vision Zero Plan

- 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.
- Call to action to make Sunnyvale's streets safer, especially for people biking and walking.

Active Transportation Plan

- Sunnyvale is a Complete Streets Community where residents and commuters have a choice to bicycle and walk to meet their transportation needs on a connected, comfortable, convenient, safe and efficient network designed for all abilities and ages.
- Increase active transportation mode share to 10% by 2030 and continue to work toward increasing the active transportation mode share in the next 10 years.

City Council Policy 7.1.5 Grants, Donations, Contributions and Sponsorships

3. For donations, contributions, or sponsorships with values of \$100,000 or more, as estimated by the donor, a Report to Council will be written outlining its purpose and the advantages and disadvantages prior to acceptance. Authority to accept any such donation, contribution or sponsorship shall rest with the City Council. For monetary donations, it will be stated in the Report to Council if the gift is a onetime contribution for a specific purpose or a contribution where the principal could be invested, and the interest used to support all or part of a special project or program for a number of years.

ENVIRONMENTAL REVIEW

The action to accept the donation is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes. The CEQA document will be filed at the County Recorder's Office prior to the start of construction activities.

DISCUSSION

LinkedIn has voluntarily committed to implement bicycle and pedestrian facility improvements along Maude Avenue between Sunnyvale/Mountain View city limits and approximately 400 feet west of North Mathilda Avenue for the benefit of the community.

The Maude Avenue Bicycle and Pedestrian Facility Improvements Project includes:

- Slurry seal of the entire street width on Maude Avenue within the Project Limits
- Upgrade the existing Class II bicycle lane to Class IIB buffered bicycle lanes along Maude Avenue within the Project Limits
- Install bicycle queue boxes, pedestrian crosswalks and pavement markings to enhance bicycle and pedestrian safety

- Traffic signal enhancements, which include converting the existing in-pavement loop detection to a video detection system at the intersections of: Maude Avenue/Macara Avenue, Maude Avenue/Mary Avenue, and Maude Avenue/Pastoria Avenue

For the segment of Maude Avenue between Potrero Avenue and Pastoria Avenue, LinkedIn will only implement improvements for the westbound direction. For the eastbound direction, the new approved development at 810-870 West Maude Avenue is required to implement off-site public improvements along its project frontage as part of the Conditions of Approval. The improvements along its project frontage on Maude Avenue include shifting the existing curb south by four feet, applying slurry seal from centerline to lip of gutter for the eastbound direction, installing a landscaped median, and installing a Class IIB buffered bicycle lane for the eastbound direction.

All improvements are entirely within the existing right-of-way or existing City easements and is therefore under the City of Sunnyvale's jurisdiction.

The estimated value of these improvements based on the engineer's probable construction cost estimate is \$1,180,000. Pursuant to City Council Policy 7.1.5 - Grants, donations, Contributions and Sponsorships, authority to accept any contributions with values of more than \$100,000 rests with the City Council.

If the City Council accepts this donation, LinkedIn estimates that construction may start in the winter of 2021, and be completed in the spring of 2022.

FISCAL IMPACT

Installation of bicycle and pedestrian improvements on Maude Avenue will be fully funded by LinkedIn. Upon acceptance of improvements, the City will be responsible for on-going maintenance. The additional bicycle and pedestrian striping improvements will be maintained under Department of Public Works Street Operations Program 120 - Pavement and Concrete Maintenance. The additional maintenance cost related to the addition of a buffer space to the bicycle lanes would be approximately \$630 in material cost each year. It is anticipated that it would take a four-person crew three hours each year to maintain the buffer striping. In addition, with LinkedIn including an application of slurry seal to the project area the lifespan of this section of Maude Avenue would be extended by a period of three to five years. Installation of video detection cameras will not increase or decrease maintenance costs but likely reduce the chance of traffic signal detection damage due to future roadway construction activity but increase long-term infrastructure replacement costs by an average of \$5,000 for each of the three signalized intersections. Existing budgets and staffing resources can absorb the new improvements at this time.

PUBLIC CONTACT

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

ALTERNATIVES

1. Accept LinkedIn's Donation of Voluntary Bicycle and Pedestrian Facility Improvements on Maude Avenue between Sunnyvale/Mountain View City Limits and Approximately 400 Feet West of North Mathilda Avenue with an Estimated Construction Costs of \$1,180,000 and

- Finding of Exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes.
2. Do not accept LinkedIn's Donation of Voluntary Bicycle and Pedestrian Facility Improvements on Maude Avenue between Sunnyvale/Mountain View City Limits and Approximately 400 feet West of North Mathilda Avenue.
 3. Take other action as directed by Council.

RECOMMENDATION

Alternative 1: Accept LinkedIn's Donation of Voluntary Bicycle and Pedestrian Facility Improvements on Maude Avenue between Sunnyvale/Mountain View City Limits and Approximately 400 Feet West of North Mathilda Avenue with an Estimated Construction Costs of \$1,180,000 and Finding of Exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) for existing streets, sidewalks, bicycle lanes and facilities involving negligible or no expansion and that does not create additional automobile lanes.

Based on Vision Zero principles, the City aims to incorporate the appropriate roadway design to reduce the chance of collisions to occur for all road users. Dedicated Class IIB buffered bicycle lanes are proven to improve the safety and comfort for users as a striped buffer will provide additional separation between vehicular traffic and bicyclists. This improvement will also provide better bicycle connectivity between the different office buildings along Maude Avenue. In addition, this proposed bicycle improvement was identified in the Active Transportation Plan; the City also has plans to upgrade the existing Class II bicycle lanes on Maude Avenue east of North Mathilda Avenue to a Class IIB buffered bike lanes in 2022 as part of the process of making the bicycle lanes on Maude Avenue permanent resulting from City Council's approval of the removal of on-street parking along Maude Avenue. These two improvements together will upgrade Maude Avenue to a low-stress bicycle facility, improving the bicycle transportation network connection and functionality to and from the City of Mountain View and the rest of the City of Sunnyvale.

Prepared by: Lillian Tsang, Principal Transportation Engineer

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

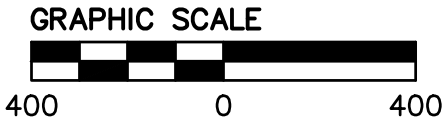
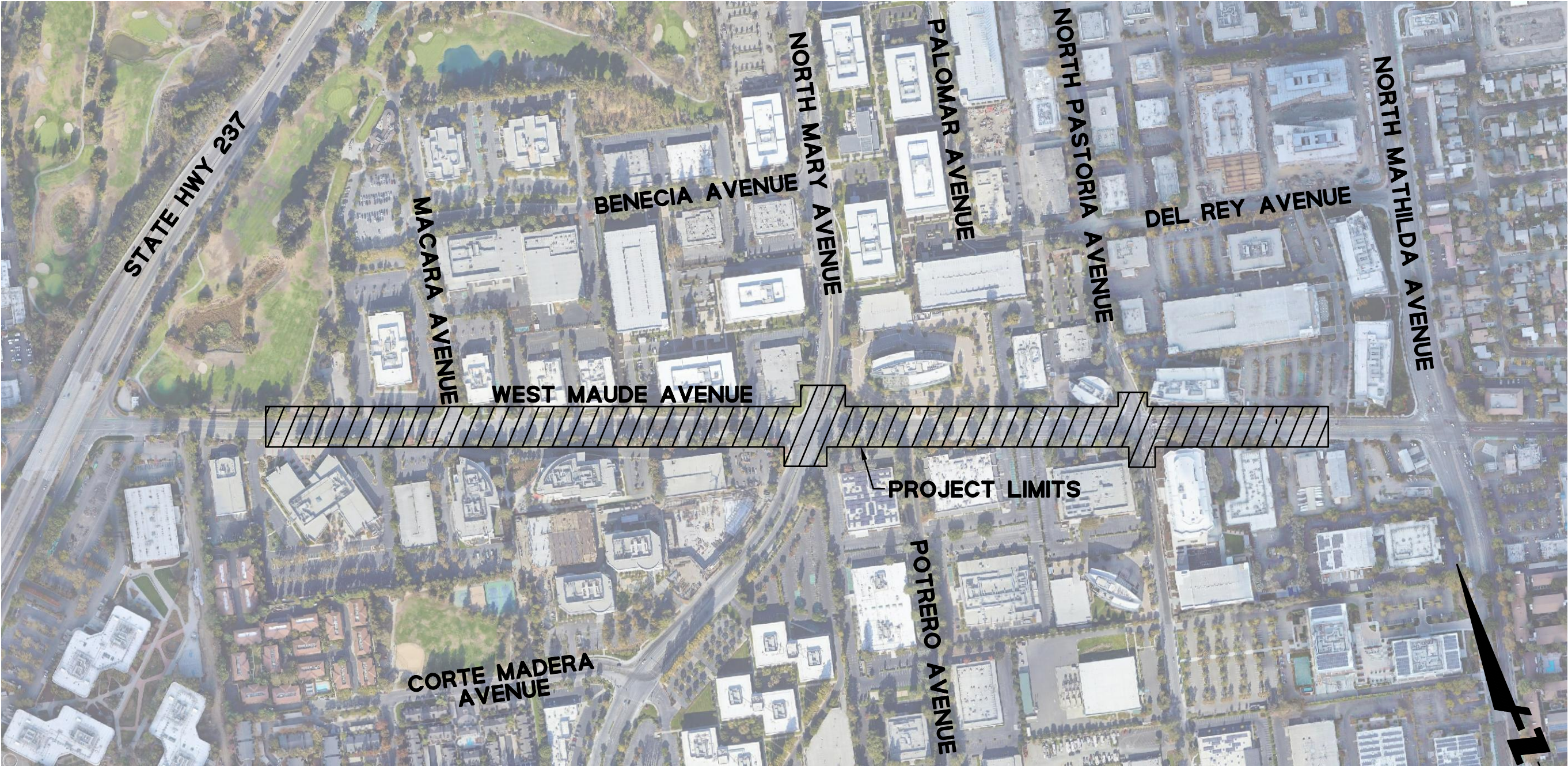
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Maude Avenue - Project Limits and Proposed Bicycle and Pedestrian Improvements
2. Maude Avenue - Existing and Proposed Cross Sections

LEGEND:

PROJECT LIMITS



BKF ENGINEERS
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

MAUDE AVENUE SIGNING AND STRIPING IMPROVEMENTS

NOVEMBER 5, 2021

SUNNYVALE, CA

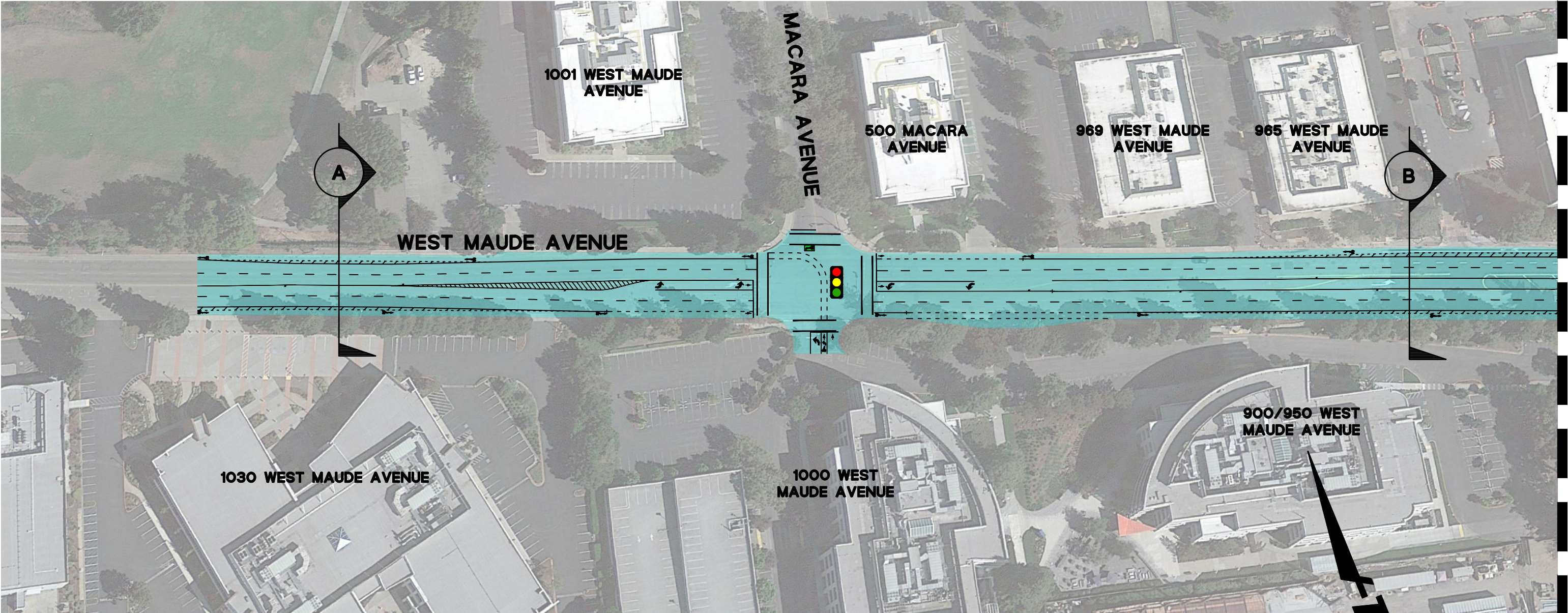
LEGEND:

 PROPOSED LIMITS OF SLURRY SEAL/RESTRIPING

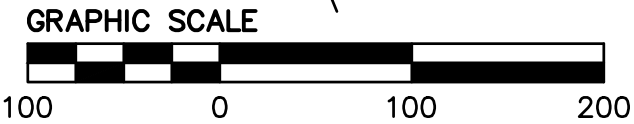
 PROPOSED TRAFFIC SIGNAL ENHANCEMENTS

NOTES:

1. REFER TO EXHIBIT 2 FOR EXISTING AND PROPOSED CROSS-SECTIONS A, B, C, D & E.



SEE PAGE 3



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MAUDE AVENUE SIGNING AND STRIPING IMPROVEMENTS

NOVEMBER 5, 2021

SUNNYVALE, CA

EXHIBIT 1
PAGE 2 OF 4

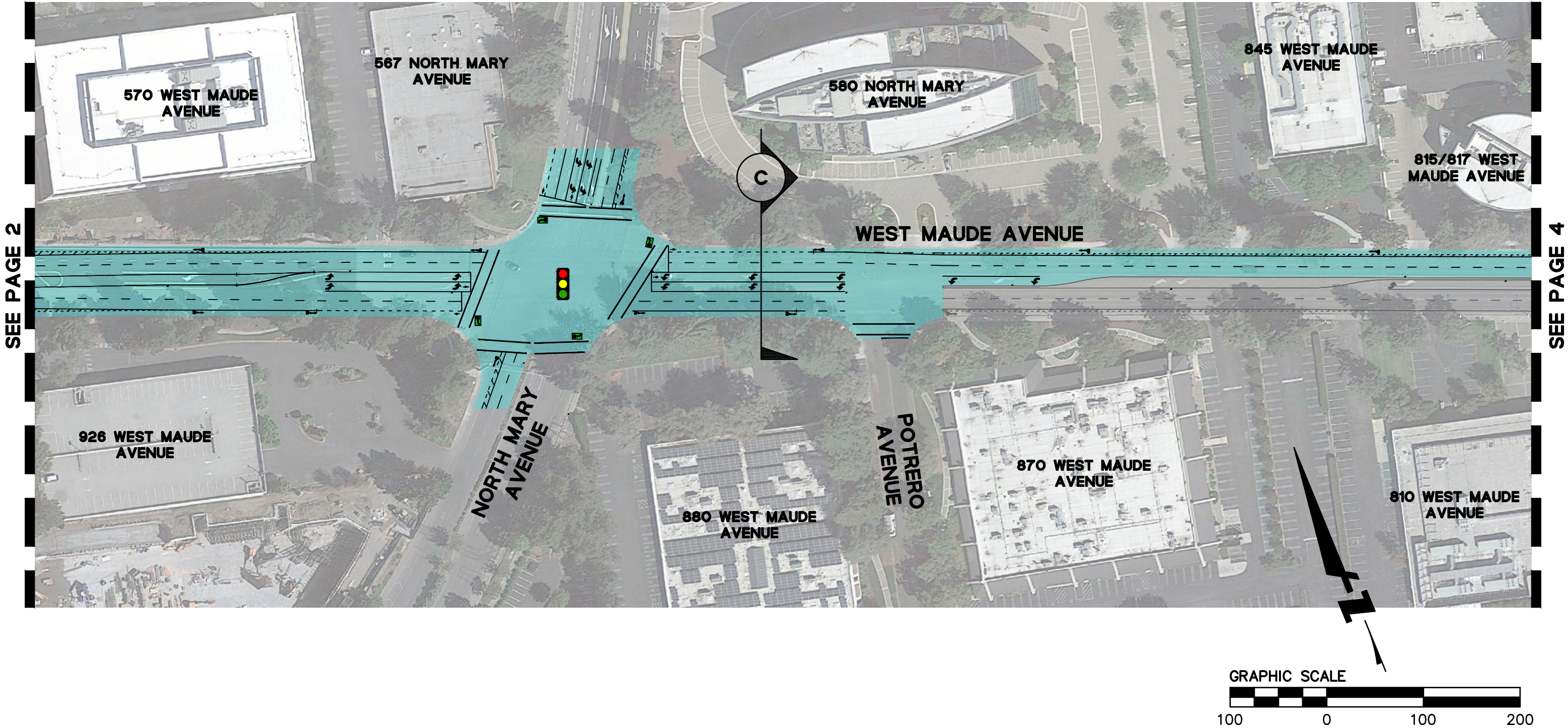
LEGEND:

PROPOSED LIMITS OF SLURRY SEAL/RESTRIPING

PROPOSED TRAFFIC SIGNAL ENHANCEMENTS

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NOVEMBER 5, 2021

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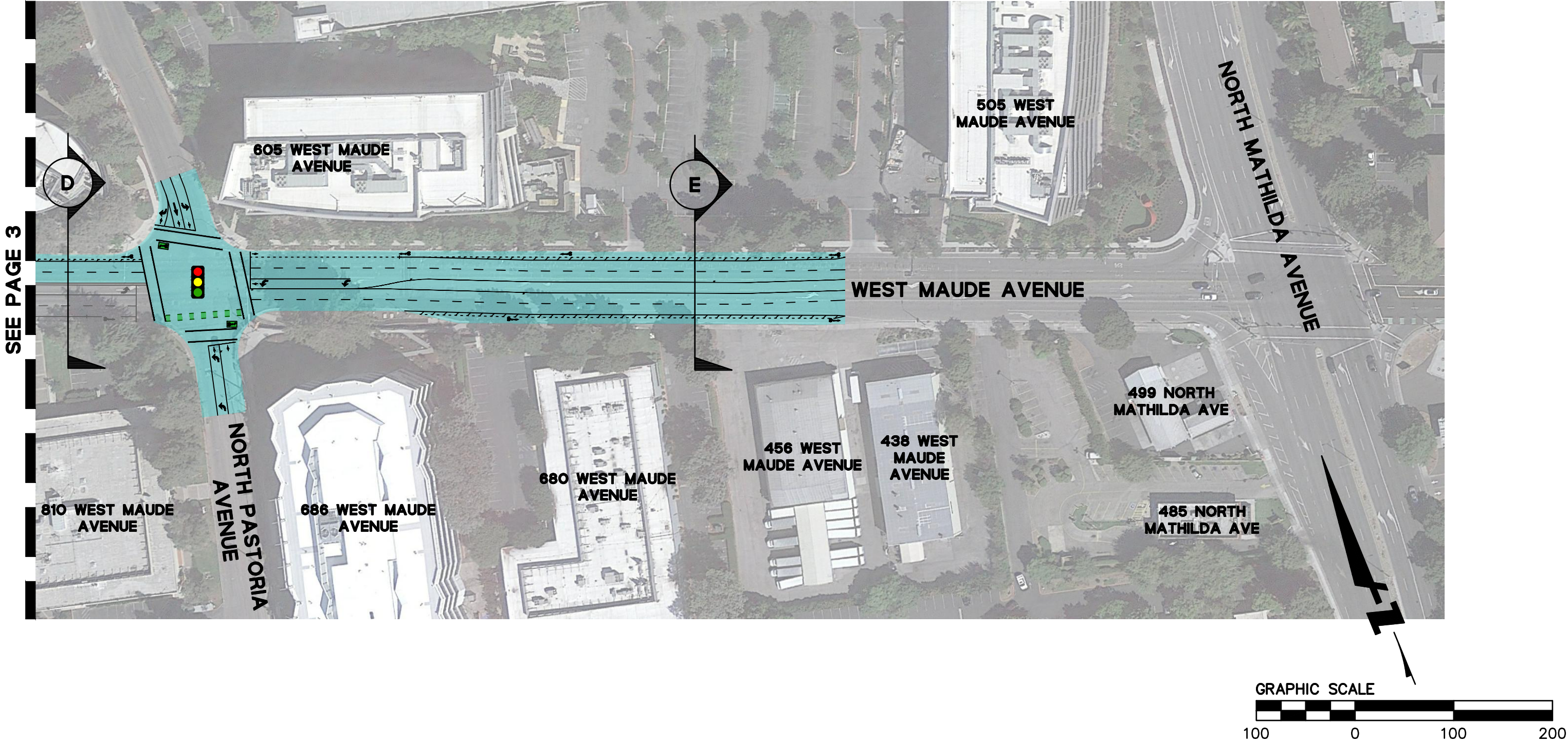
LEGEND:

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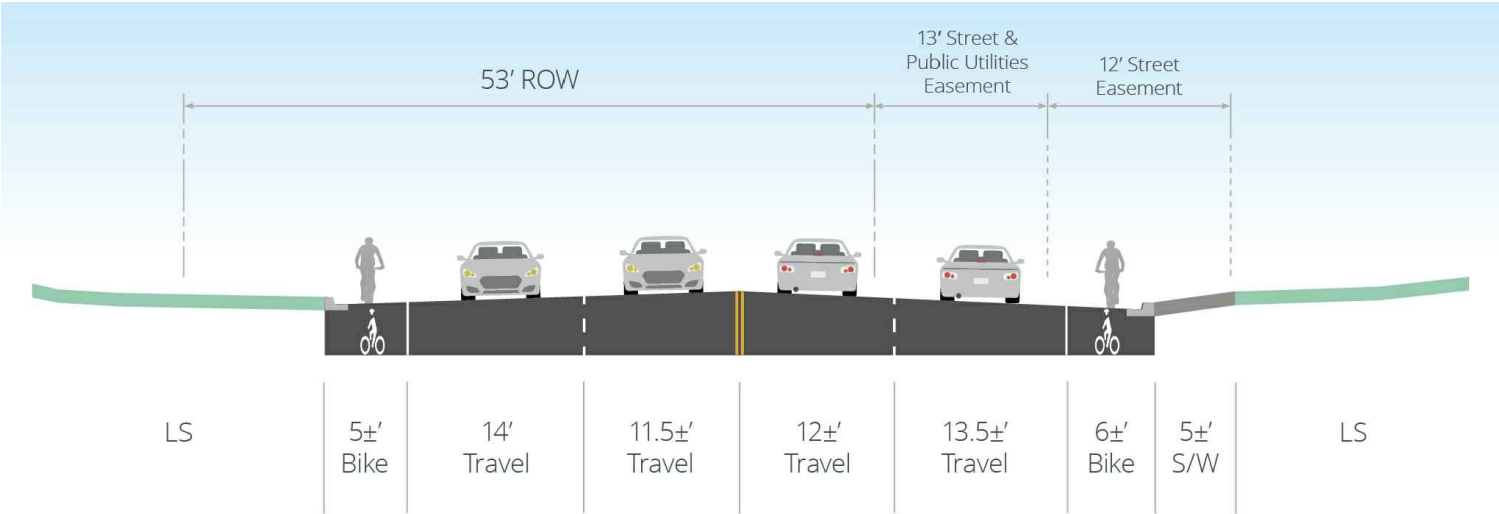
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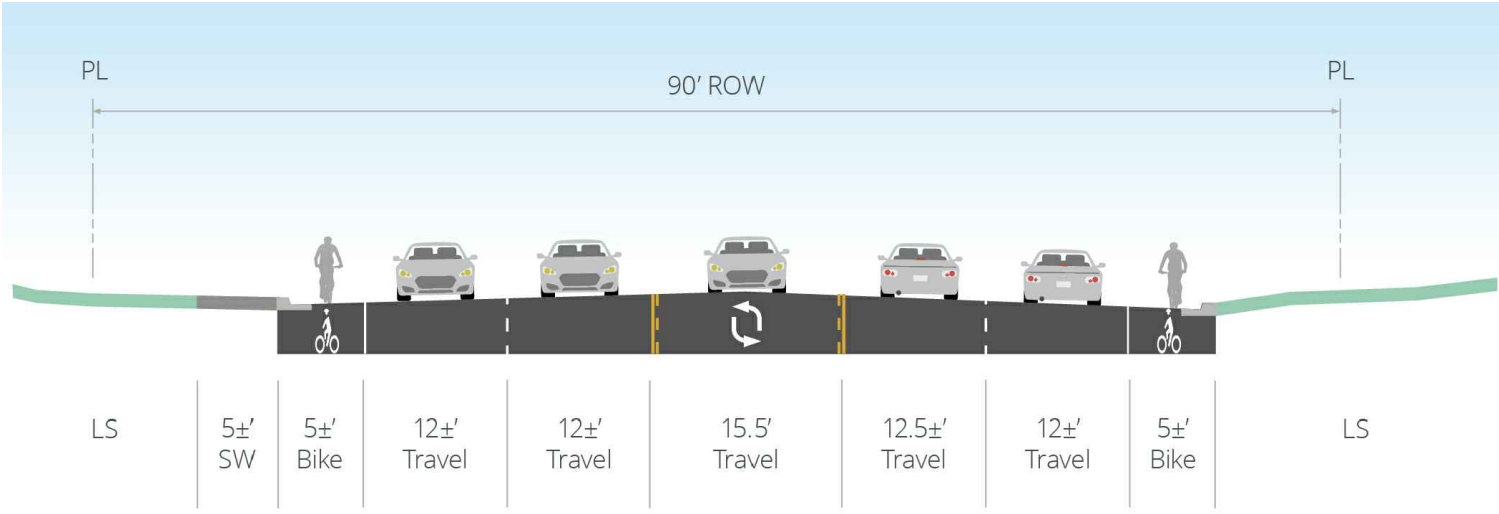
NOVEMBER 5, 2021

SUNNYVALE, CA

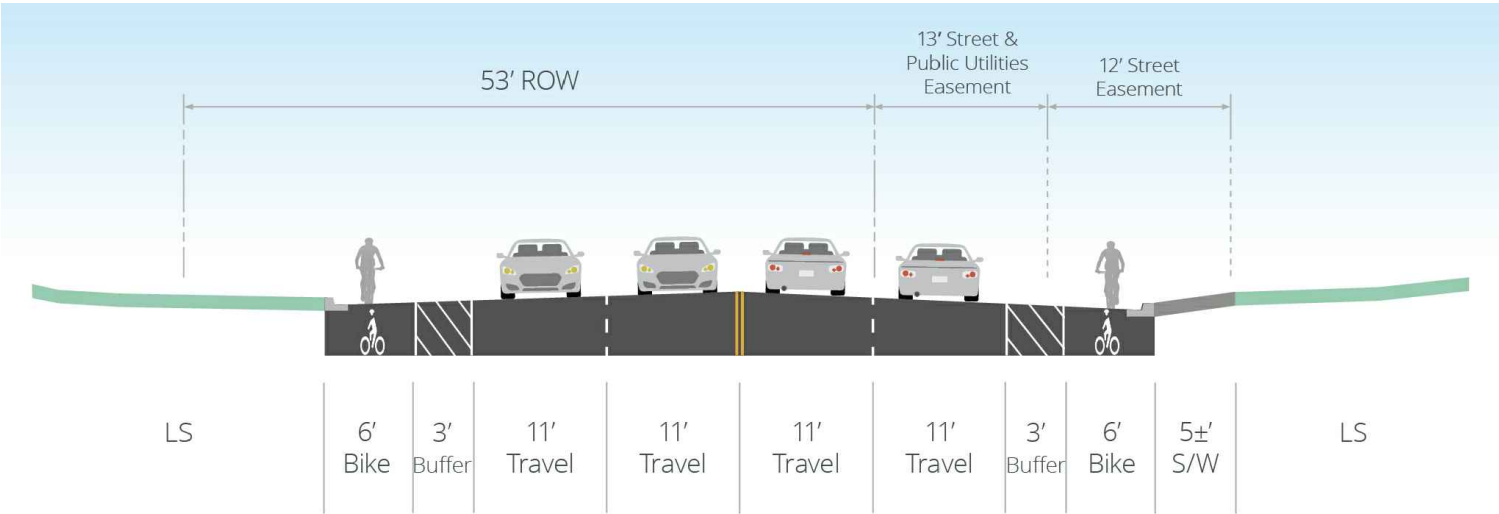
EXHIBIT 1
PAGE 4 OF 4



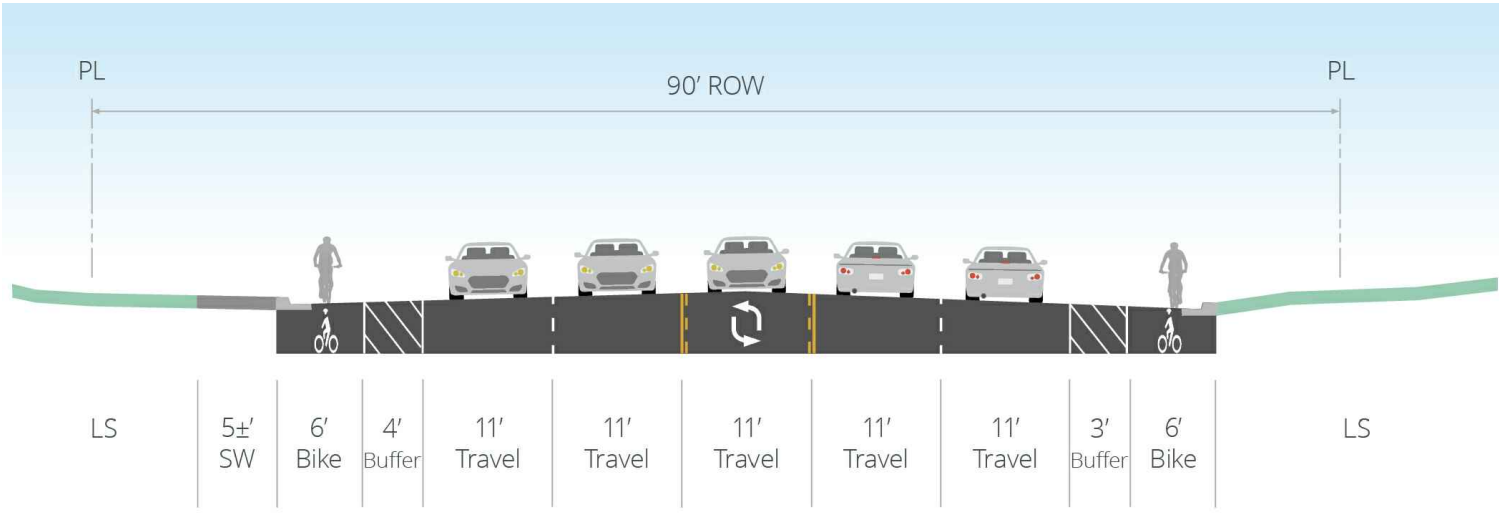
A1 CITY LIMIT LINE TO MACARA AVENUE – EXISTING



B1 MACARA AVENUE TO NORTH MARY AVENUE – EXISTING



A2 CITY LIMIT LINE TO MACARA AVENUE – PROPOSED



B2 MACARA AVENUE TO NORTH MARY AVENUE – PROPOSED

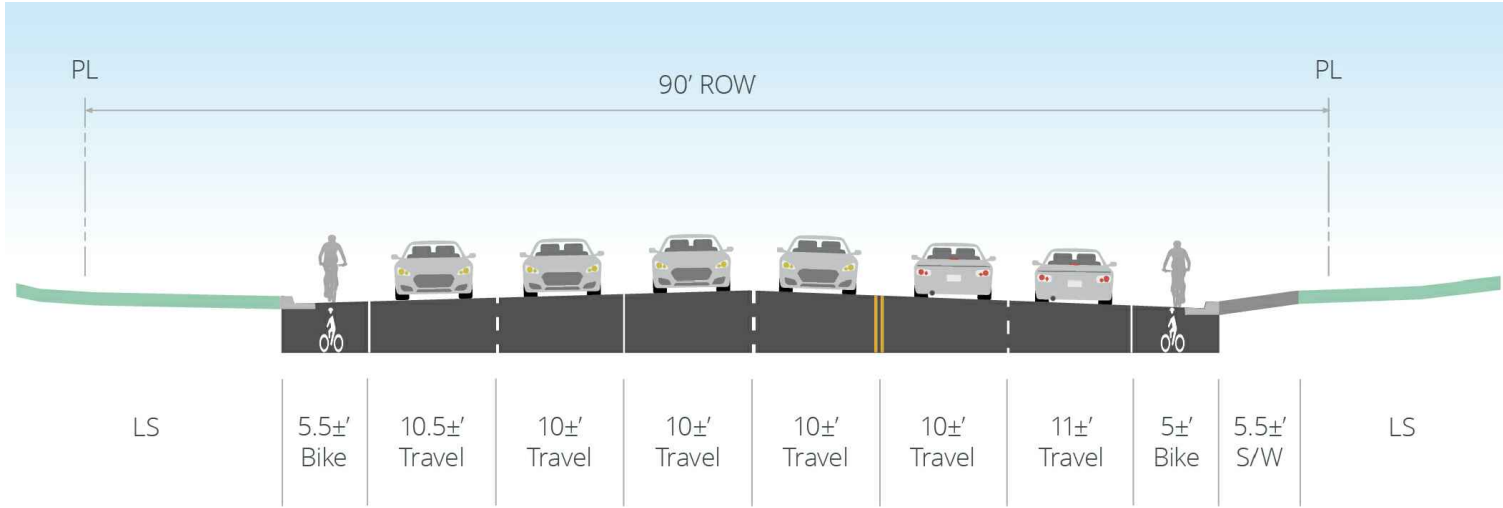


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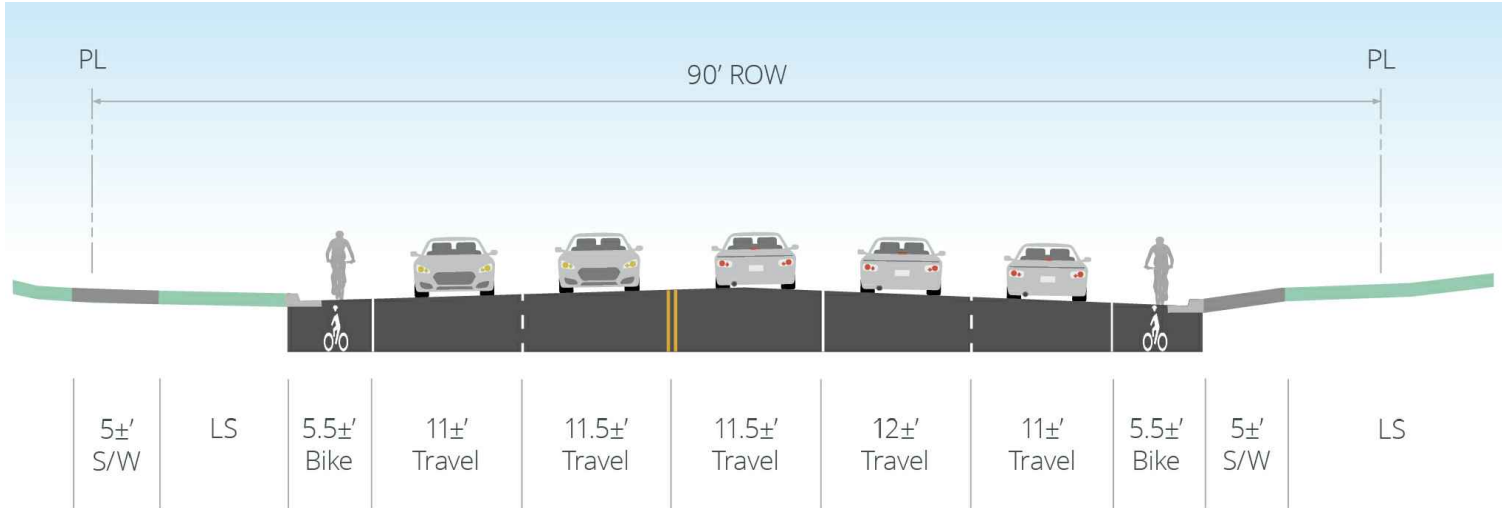
MAUDE AVENUE SIGNING AND STRIPING IMPROVEMENTS - CROSS SECTIONS

SEPTEMBER 23, 2021

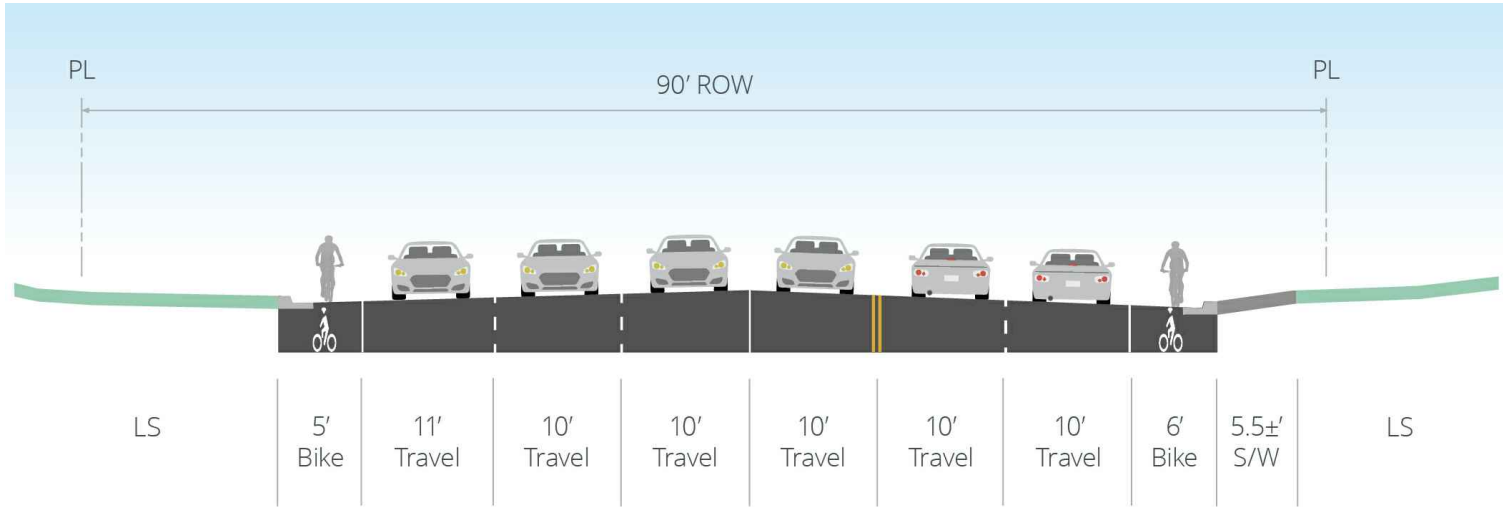
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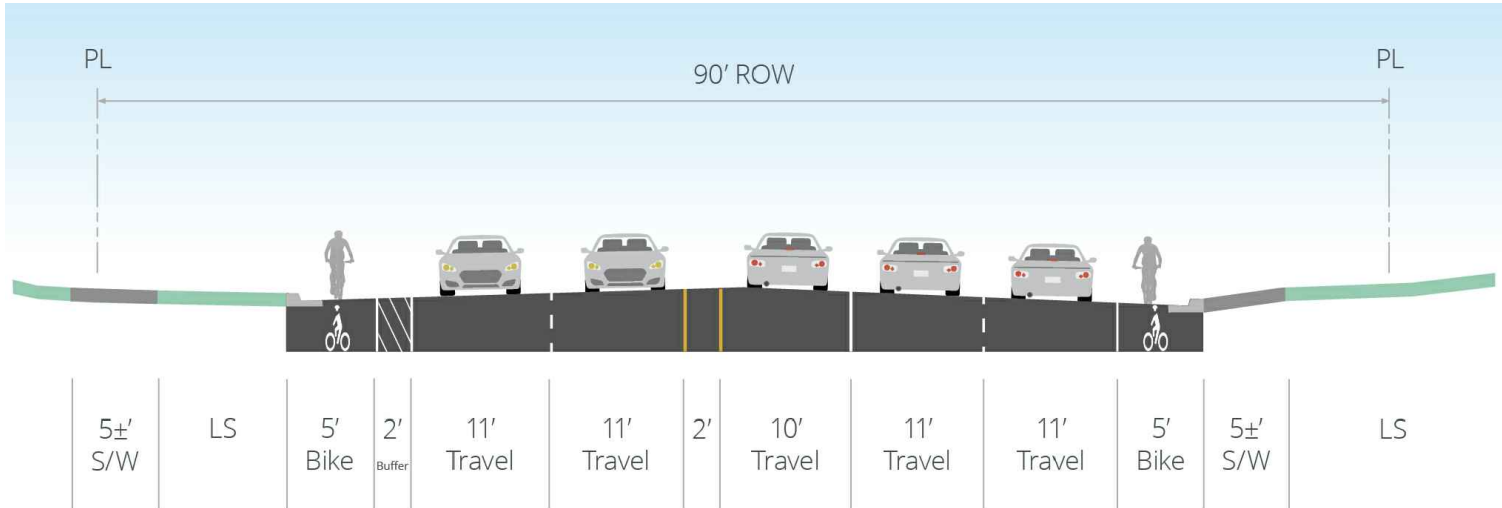
C1 NORTH MARY AVENUE TO POTRERO AVENUE – EXISTING



D1 POTRERO AVENUE TO NORTH PASTORIA AVENUE – EXISTING



C2 NORTH MARY AVENUE TO POTRERO AVENUE – PROPOSED



D2 POTRERO AVENUE TO NORTH PASTORIA AVENUE – PROPOSED

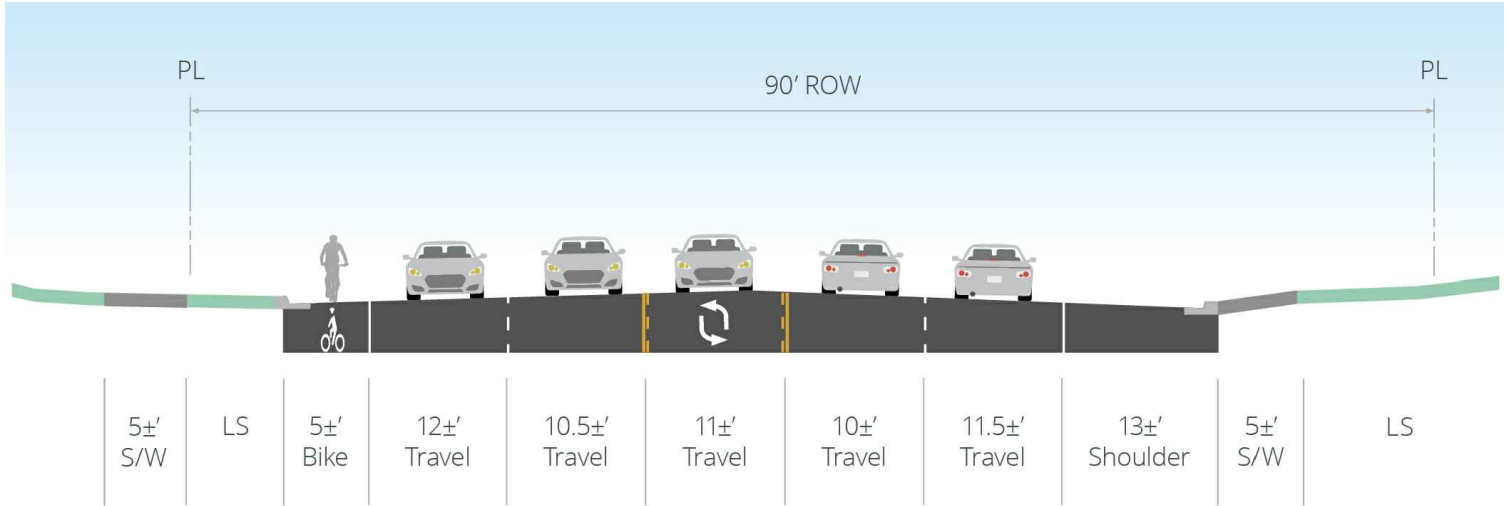


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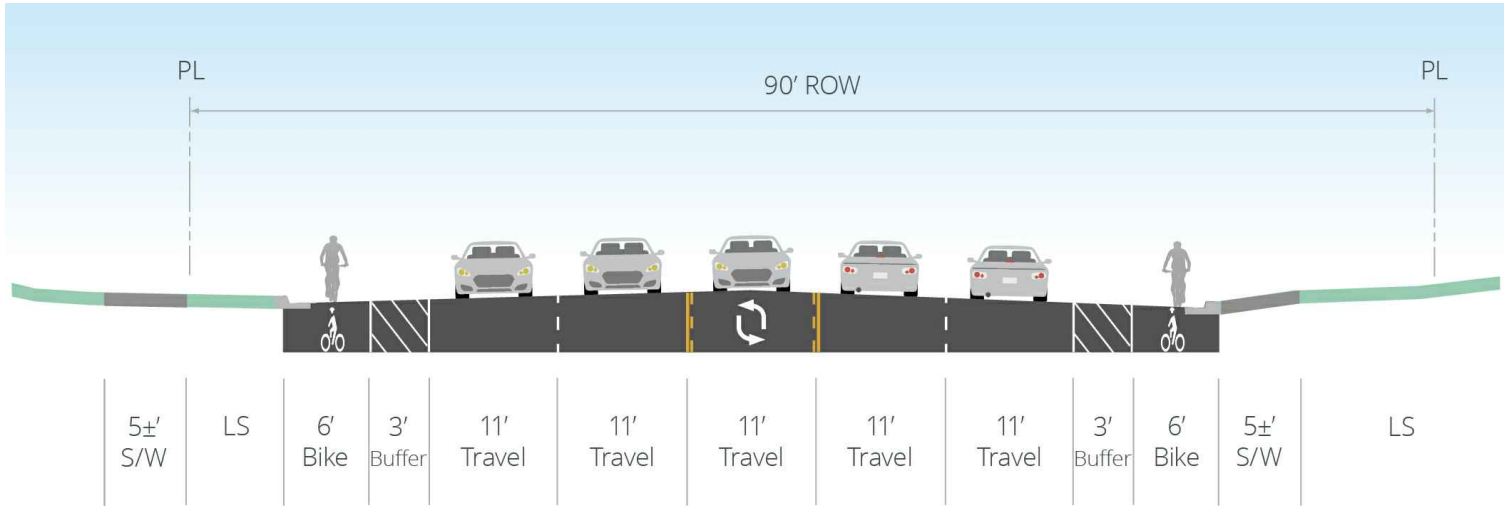
MAUDE AVENUE SIGNING AND STRIPING IMPROVEMENTS - CROSS SECTIONS

SEPTEMBER 23, 2021

SUNNYVALE, CA



E1 NORTH PASTORIA AVENUE TO NORTH MATHILDA AVENUE – EXISTING



E2 NORTH PASTORIA AVENUE TO NORTH MATHILDA AVENUE – PROPOSED



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MAUDE AVENUE SIGNING AND STRIPING IMPROVEMENTS - CROSS SECTIONS

SEPTEMBER 23, 2021

SUNNYVALE, CA



City of Sunnyvale

Agenda Item

21-0577

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance to Add Chapter 10.62 of Title 10 (Vehicles and Traffic) of the Sunnyvale Municipal Code Relating to Exhibitions and Speed Contests, Amend Section 1.04.101(b) of Chapter 1.04 (General Penalty) Relating to Violation-Misdemeanor or Infraction, and Adopt a Resolution to Amend the City Fee Schedule

BACKGROUND

The City is facing a serious problem with illegal street racing and sideshows, a problem which endangers innocent bystanders and law enforcement in addition to participants and spectators. Since January 2021, there have been over 20 sideshows and sideshow related events. Historically, these events took place on the north end of Sunnyvale, in largely empty, commercial areas at night. Recently, sideshows have evolved and are now found in all areas throughout the City. Sideshows have occurred on private property and on public streets, and during both daytime and evening hours. Sideshows and organized racing events can include over one hundred cars, and are becoming increasingly more violent, requiring massive police responses that have pulled in large numbers of public safety officers. It has become clear that the Sunnyvale Department of Public Safety (SDPS) needs additional tools and resources to adequately respond to the proliferation of sideshows.

While the characteristics of sideshows vary, there are some significant core elements that are observed by officers. Participants often block streets with their cars, set up improvised racetracks and exhibition areas, use people as lookouts to alert them of a public safety response, and use others to act as human guard rails. These reckless exhibitions often result in vehicles accelerating at high rates of speed, doing “donuts” in intersections with passengers hanging out of windows, and coming perilously close to striking spectators. When patrol vehicles arrive on scene at the unlawful sideshows, participants and spectators are often alerted by posted “lookouts,” at which point they jump back into their cars and caravan to other locations and resume these dangerous activities in a new location. The participants, traveling at high speeds from location to location and ignoring other traffic laws, cause traffic congestion and pose serious danger to other drivers and pedestrians. The high speeds and reckless driving that characterize street racing and reckless driving exhibitions endanger both participants and members of the public.

EXISTING POLICY

General Plan Goal SN-3: Ensure a safe and secure environment for people and property in the community by providing effective public safety response and prevention and education services.

General Plan Police SN-3.2: Control conduct recognized as threatening to life and property.

Policy SN-3.5 Facilitate the safe movement of pedestrians, bicyclists, and vehicles.

Policy LT-3. 18 Facilitate safe and orderly traffic flow and promote school pedestrian and bicycle safety.

ENVIRONMENTAL REVIEW

The action being considered does not require review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that it may have an impact on the environment. (CEQA Guidelines Section 15061(b)(3))

DISCUSSION

Recent Experience

Over the weekend of January 15, 2021, a sideshow of over 150 vehicles with an additional 450-500 spectators took place in Sunnyvale near Fremont Avenue and Belleville Way. Dispatch received approximately 11 calls for service from frightened neighbors and nearby drivers. Participants blocked responding police officers with a heavy pedestrian and vehicle presence and shined green lasers at incoming officers, a tactic and weapon known to potentially cause permanent eye damage. The following night, a sideshow returned to the same intersection and took over the intersection for approximately one hour. Officers were substantially outnumbered and therefore unable to initiate enforcement action without risking their own personal safety. On an incident in late 2020, a patrol officer drove too close to a sideshow and his vehicle was attacked by the spectators and participants. Suspects in this case attempted to gain access to the vehicle and officer. Fortunately, the officer was unharmed, but the patrol vehicle sustained significant damage as the vehicle was pelted with bottles, rocks and other objects.

The negative impact of sideshows on the community has been substantial. There have been reports of hit and run collisions, vehicles failing to yield to officers who attempt to initiate lawful stops, and a strong-armed robbery of a resident at a sideshow event. These criminal elements, sometimes violent, introduced within these events creates an additional layer of danger and threat to residents and the community at large.

The response required by public safety officers at these sideshows is taxing on the Department of Public Safety (DPS) resources. At some of these sideshows, up to 12 officers at a time have been deployed. When sideshows occur in the late evening it can be even more challenging to deploy the appropriate number of resources to handle because typically there are 15 officers on-duty. It is a normal practice to request for mutual aid from neighboring agencies. However, mutual aid from neighboring jurisdictions is frequently unavailable as they may have concurrent sideshows in their cities.

Since January 2021, there have been over 20 sideshows and sideshow related events (noise related calls of sideshows, excessive tire streaks in intersections in circular patterns, damage to parked vehicles and property) in Sunnyvale. To address these issues proactively, DPS has participated in an ad hoc sideshow mutual aid working group, led by the San Jose Police Department. DPS sent detectives on weekend evenings through the months of March and April 2021 to assist the working group and in turn, the San Jose Police Department provided resources to Sunnyvale as needed. This ad hoc working group, while successful, has temporarily calmed sideshow events as the sideshow participants have adjusted their tactics and locations. While participation in this working group has been helpful to gather information and potential resources, the ad hoc group is a temporary strategy and not sustainable for continued enforcement and security in our City.

This year, the cities of San Jose, Fairfield, and Vallejo have enacted their own sideshow ordinances, providing that spectators and promoters of sideshow events within their respective jurisdictions are guilty of a misdemeanor. Existing state law provides that participants in sideshows may be punishable by a misdemeanor (California Vehicle Code Section 23103). Sunnyvale's proposed ordinance provides that spectators and promoters may be charged with an infraction.

Proposed Ordinance

Due to the increase and intensity of these events this year in Sunnyvale, staff is seeking additional enforcement tools to deter and penalize promoters and spectators. The draft resolution to amend the fee schedule proposes the imposition of fines for violations as follows:

1. A penalty of \$500 per incident for spectators, and
2. A penalty of \$750 per incident for promoters.

The proposed Ordinance provides criminal and civil penalties for promoters and spectators and that it will be charged as an infraction.

Large, coordinated sideshows are not spontaneous; they are organized, planned, and promoted on social media. Given the scale of these illegal events, the proposed Ordinance also includes promoters by extending penalties to those who incite, promote, or advertise sideshow activity.

The proposed Ordinance provides new definitions, including "promoter," "spectator," "present," "street race" and "reckless driving exhibition" and the circumstances that may be considered to prove a violation of the section.

If the proposed Ordinance is adopted by City Council, DPS plans to initiate a public information campaign to deter and inform individuals of the consequences of sideshows in Sunnyvale.

FISCAL IMPACT

Any fines collected as a result of violations of the proposed Ordinance will be deposited to the City's General Fund.

Enforcement of the proposed Ordinance may result in additional overtime costs, which will impact the DPS operating budget. To the extent that they are available, grant funds will be used for enforcement activities. In addition, this report introduces a resolution proposing a schedule of fines, which will potentially offset increased overtime costs. Proposed fines for a violation of the ordinance is \$500 per incident for spectators and \$750 per incident for promoters.

DPS anticipates that it will absorb any added costs associated with education and enforcement through its existing funding and resources.

PUBLIC CONTACT

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

ALTERNATIVES

1. Introduce an Ordinance of the City Council of the City of Sunnyvale to Add Chapter 10.62 of

Title 10 (Vehicles and Traffic) and Amend Section 1.04.010(b) of the Sunnyvale Municipal Code Relating to Exhibitions and Speed Contests and Adopt a Resolution to Amend the City Fee Schedule.

2. Introduce the Ordinance and Adopt the Resolution with modifications.
3. Do not Introduce the Ordinance or Adopt the Resolution and provide alternative direction to staff.

STAFF RECOMMENDATION

Alternative 1: Introduce an Ordinance of the City Council of the City of Sunnyvale to Add Chapter 10.62 of Title 10 (Vehicles and Traffic) and Amend Section 1.04.010(b) of the Sunnyvale Municipal Code Relating to Exhibitions and Speed Contests and Adopt a Resolution to Amend the City Fee Schedule.

Prepared by: David Sakurai, Captain

Reviewed by: Phan Ngo, Director, Public Safety

Reviewed by: John Nagel, City Attorney

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Proposed Ordinance
2. Resolution to Amend the Fee Schedule

DRAFT 11/12/2021 AMA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO ADD CHAPTER 10.62 (EXHIBITION OF SPEED AND CONTESTS) OF TITLE 10 (VEHICLES AND TRAFFIC) AND AMENDING SECTION 1.04.010(B) OF THE SUNNYVALE MUNICIPAL CODE RELATING TO EXHIBITIONS AND SPEED CONTESTS.

WHEREAS, the City of Sunnyvale desires to add Chapter 10.62 (Exhibition of Speed and Contests) to the Sunnyvale Municipal Code relating to exhibitions and speed contests.

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

SECTION 1. Chapter 10.62 ADDED. Chapter 10.62 (Exhibition of Speed and Contests) of Title 10 (Vehicles and Traffic) of the Sunnyvale Municipal Code is hereby added to read as follows:

**Chapter 10.62.
EXHIBITION OF SPEED AND CONTESTS.**

- 10.62.010. Purpose and Intent.**
- 10.62.020. Definitions.**
- 10.62.030. Spectating and promotion of illegal speed contests, exhibitions of speed, or sideshows.**
- 10.62.040. Violation of Chapter.**
- 10.62.050. Relevant circumstances to prove a violation.**

10.62.010. Purpose and Intent.

The Sunnyvale City Council finds and declares that serious and continuing nighttime street racing is an increasing problem on certain streets within the city. Reckless driving exhibitions, also known as sideshows, create an immediate threat to the health and safety of the public, interferes with pedestrian and vehicular access to City streets, and poses a nuisance. Those conducting street races also pose public safety concerns. Street racing participants accelerate vehicles at a high rate of speed without regard to traffic safety laws, oncoming traffic, pedestrians, or parked vehicles. Participants and spectators may move from street to street and block access to the illegal activity, then moving on to a different area upon the arrival of patrol units. These events are often heavily attended and promoted via social media sites. As a result, calls for service have increased.

10.62.020. Definitions.

For the purpose of this chapter, unless the context clearly requires a different meaning,

the words, terms and phrases set forth in this section shall have the following meanings:

(a) "Preparations" include but are not limited to situations in which:

1. A group of motor vehicles or individuals has arrived at a location for the purpose of participating in or being spectators at the reckless driving exhibition or street race;

2. A group of individuals has lined one (1) or both sides of a public street or roadway for the purpose of participating in or being a spectator at a reckless driving exhibition or street race;

3. A group of individuals has gathered on private property open to the general public without the consent of the owner or operator for the purpose of participating in or being a spectator at a reckless driving exhibition or street race;

4. One or more individuals has impeded the free use of a public street or roadway by actions, words, or physical barriers for the purpose of conducting the reckless driving exhibition or street race;

5. One or more drivers is revving the engine of a car or spinning tires of a car in preparation for the reckless driving exhibition or street race; or

6. A person is acting as a race starter.

(b) "Present" means a person who is within two hundred (200) feet of the site of a reckless driving exhibition or street race, or within two hundred (200) feet of the site of the preparation of either of these two activities.

(c) "Reckless driving exhibition" means any illegal speed contest or illegal exhibition of speed as defined by California Vehicle Code Section 23109, as may be amended.

(d) "Spectator" means any individual who is present at an illegal speed contest or illegal exhibition of speed, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching or witnessing the event as it progresses. "Spectator" includes any individual at the location of the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means.

(e) "Street race" means any illegal speed contest, as defined by California Vehicle Code Section 23109, as may be amended, whether or not the race is attended by persons other than the drivers racing vehicles on city streets.

10.62.030. Spectating and promotion of illegal speed contests, exhibitions of speed, or sideshows.

(a) It is unlawful for any individual to knowingly be present as a spectator at an

illegal motor vehicle speed contest, exhibition of speed or sideshow.

(b) It is unlawful for any individual to knowingly be present as a spectator where preparations are being made for an illegal motor vehicle speed contest, exhibition of speed, or sideshow.

(c) It is unlawful for any individual to knowingly encourage, promote, instigate, assist, facilitate, aid, or abet the gathering of persons as spectators at an illegal motor vehicle speed contest, exhibition of speed, or sideshow on a public street, highway, or offstreet parking facility.

10.62.040. Violation of Chapter.

Any violation of this chapter shall be declared to be unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or proceeding for abatement or removal, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or under state law.

10.62.050. Relevant circumstances to prove a violation.

Notwithstanding any other provision of law, to prove a violation of this chapter, admissible evidence to show opportunity, intent, plan, knowledge, identity, absence of mistake, or propensity of the individual charged may include, but is not limited to, any of the following:

(a) The nature and circumstances surrounding the incident, and the nature of an individual's participation in or spectating at or promoting an incident, including such factors as the time of day, description of the scene, number of people and/or vehicles present, location of the subject relative to the involved vehicles, and actions taken by the subject (such as photography, videography, posting as a look out, and the like);

(b) That the individual charged has previously participated in or spectated an illegal street race or reckless driving exhibition in the city of Sunnyvale or another jurisdiction;

(c) That the individual charged has previously aided and abetted a speed race or reckless driving exhibition in the city of Sunnyvale or another jurisdiction;

(d) That the individual charged was previously present at a location where preparations were being made for a street race or reckless driving exhibition.

SECTION 2. Section 1.04.010(b) AMENDED. Section 1.04.010(b) of Chapter 1.04 (General Penalty) of Title 1 (General Provisions) of the Sunnyvale Municipal Code is hereby amended to read as follows:

(b) Violations of the following provisions are infractions:

(1)—(4) Text unchanged;

(5) Title 10: Chapters 10.08 through 10.60, with the exception of sections set forth in subsection (c) herein, and [Chapter 10.62](#);

(6)—(9) Text unchanged.

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

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

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

SECTION 6. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

DRAFT 11/12/2021 AMA

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 1060-21,
THE CITY'S FEES, RATES AND CHARGES RESOLUTION,
TO AMEND SECTION 7.12 (ADMINISTRATIVE
CITATIONS) TO ADD FINES RELATING TO
EXHIBITIONS AND SPEED CONTESTS**

WHEREAS, the City Council of the City of Sunnyvale ("City") adopted Resolution No. 1060-21, the Master Fee Schedule, on June 15, 2021; and

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, illegal street racing and sideshows are a problem which endangers innocent bystanders, law enforcement, participants, and spectators, and are becoming increasingly more violent; and

WHEREAS, the negative impact of sideshows on the community has been substantial, and there have been reports of hit and run collisions, vehicles failing to yield to officers who attempt to initiate lawful stops, and a strong-armed robbery of a resident at a sideshow event; and

WHEREAS, the response required by public safety officers at these sideshows is taxing on Sunnyvale Department of Public Safety resources, and mutual aid from neighboring jurisdictions is frequently unavailable as they may have concurrent sideshows in their cities; and

WHEREAS, due to the increase and intensity of these events this year in Sunnyvale and the Bay Area, SDPS is seeking additional enforcement tools such as a new ordinance to deter and penalize spectators and promoters of sideshows, which shall include the imposition of fines for violations of the ordinance; and

WHEREAS, the City desires to amend Section 7.12, "Administrative Citations" of the Master Fee Schedule in order to add fines for spectators and promoters of sideshows as set forth in Exhibit "A."

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

1. Section 7.12, "Administrative Citations" of the Master Fee Schedule, is hereby adopted as set forth in Exhibit "A", attached hereto and incorporated herein.

2. The establishment of fees herein is exempt from the requirements of the California Environmental Quality Act pursuant to Public Resources Code 15378(b)(4) because it is related to the creation of government funding mechanisms or other fiscal activities which do not involve any commitment to any specific project.

3. All other provisions of Resolution No. 1060-21 shall remain in effect.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SECTION 7.12 ADMINISTRATIVE CITATIONS

All violations of the Sunnyvale Municipal Code enforced pursuant to Chapters 1.05 and 1.06 are governed by this schedule of fines:

Neighborhood Preservation Code Violations:

SMC Ch. 1.04	(1) First violation	\$100.00	1001	12301	431053	Administrative Citations
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	\$200.00	1001	12301	431053	Administrative Citations
	(3) Third violation occurring within 12 months of the most recent citation date.	\$500.00	1001	12301	431053	Administrative Citations
Reso. No. 1029-20	Late Payments	1% per month	1001	12301	431053	Administrative Citations

Fire Code Violations:

SMC Ch. 1.04	(1) First violation	\$100.00	1001	12903	431054	Fire Code Violation Fines
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	\$200.00	1001	12903	431054	Fire Code Violation Fines
	(3) Third violation occurring within 12 months of the most recent citation date.	\$500.00	1001	12903	431054	Fire Code Violation Fines
Reso. No. 1029-20	Late Payments	1% per month	1001	12903	431054	Fire Code Violation Fines

Licensing/Permitting Code Violations

SMC Ch. 1.04	(1) First violation	\$100.00	1001	12704	431059	Other Code Violation Fines
SMC Ch. 1.05	(2) Second violation occurring within 12 months of the most recent citation date.	\$200.00	1001	12704	431059	Other Code Violation Fines
	(3) Third violation occurring within 12 months of the most recent citation date.	\$500.00	1001	12704	431059	Other Code Violation Fines

Licensing/Permitting Non-Compliance Penalties

BPC Article 4	Secondhand Dealers/Pawnbroker Permit - One Owner	\$250.00	1001	12704	430655	Secondhand Dealer/Pawnbroker Permits
BPC Article 4	Firearms Sales	\$250.00	1001	12704	430682	Firearm Sales Permits
SMC Ch. 5.28	Peddler/Solicitor	\$250.00	1001	12704	432129	Other Public Safety Fees
SMC Ch. 5.36	Taxicabs/Taxicab Drivers	\$250.00	1001	12704	430653	Taxi Driver and Vehicle Permits
SMC Ch. 9.90	Alarms and Alarm Users	\$250.00	1001	12704	432129	Other Public Safety Fees
SMC Ch. 9.40	Adult Entertainment Establishments	\$250.00	1001	12704	430651	Adult Entertainment Permits
SMC Ch. 9.41	Massage Establishments/Massage Therapists	\$500.00	1001	12704	430652	Massage Establishment Permits
Reso. No. 1029-20	Late Payments	1% per month	1001	12704	431059	Other Code Violation Fines

Other Code Violations

SMC Ch. 10/62	Sideshow Events (per incident, per person)					
	Spectators	\$500.00	1001	12102	431059	Other Code Violation Fines
	Promoters	\$750.00	1001	12102	431059	Other Code Violation Fines



City of Sunnyvale

Agenda Item

21-0716

Agenda Date: 12/7/2021

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, December 14, 2021 - City Council

Closed Session

- 21-0947** 4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney
- 21-0948** 5:15 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Study Session

- 21-0939** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Possible Revisions to the Short-term Rental Ordinance and Enforcement Options

Public Hearings/General Business

- 21-1109** Adoption of Resolutions (1) Declaring City Council At-Large Seat No. 3 Vacant; and (2) Approving the Process and Schedule for Making an Appointment to City Council Seat No. 3
- 21-0784** Receive and File the FY 2020/21 Budgetary Year-End Financial Report and the Sunnyvale Financing Authority Financial Report
- 21-0912** Authorize the City Manager or Designee to sign an Agreement for Sale of Real Estate with City and County Of San Francisco, acting by and through its Public Utilities Commission for the City of Sunnyvale to purchase approximately 14,819 square foot portion of unimproved real property adjacent to Manzano Way near Oak Creek Way (a portions of APNs 104-28-066 and 104-28-071) and Approve Budget Modification No. xx in the amount of \$1,180,000 and Approve corresponding Budget Modification No. xx
- 21-0153** Approval of Final Park Design at One Redwood Place - Previous AMD Site and Authorize the City Manager to execute the First Amendment #1 to the Park Agreement

by and between the City of Sunnyvale and 1090 East Duane Avenue LLC

- 21-1127** Approve a Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association, and Adopt a Resolution Amending the City's Salary Resolution and the Schedule of Pay to Reflect Changes for Pay Plan Category A (Employees Represented by the Communication Officers Association)
- 21-1018** Provide Direction Regarding Amending the Employment Agreement between the City of Sunnyvale and City Manager Kent Steffens to Increase the City Manager Salary in an Amount to be determined by the City Council

Tuesday, January 4, 2022 - City Council

Special Order of the Day

- 22-0051** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

Public Hearings/General Business

- 22-0052** Selection of Vice Mayor for a One-Year Term Effective January 4, 2022
- 22-0053** Determine the 2022 Seating Arrangements for City Council
- 22-0054** Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers made by Outside Agencies; Take Action to Modify, Create, or Terminate Council Subcommittees
- 22-0019** Approve Amendments to Council Policy 7.3.19 (Council Meetings) Adding a Process for City Council Colleague Memorandums to Propose new Agenda Items
- 22-0020** Adopt an Urgency Interim Ordinance and Introduce an Ordinance Amending Titles 18 (Subdivisions) and 19 (Zoning) of the Sunnyvale Municipal Code related to new State Legislation (Senate Bill 9) on Housing Development in Single-Family Zoning Districts and Find that the Action is Exempt from the California Environmental Quality Act

Thursday, January 13, 2022 - City Council

Public Hearings/General Business

- 22-0055** 6 P.M. SPECIAL COUNCIL MEETING
Joint Meeting with the Redistricting Commission: Review Maps, Then Redistricting Commission Narrows to 3 - 5 Maps

Tuesday, January 25, 2022 - City Council

Study Session

-
- 22-0008** 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
DPW 19-07 Ascertain Suitable Location(s) for the Installation of Youth Cricket
Batting Cages and Potential Funding Sources
- 22-0056** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Housing Element

Special Order of the Day

- 22-0058** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

Public Hearings/General Business

- 22-0060** Annual Public Hearing-Discussion of Potential Council Study Issues and
Budget Proposals for Calendar Year 2023
- 22-0061** Approve the Proposed 2022 Priority Advocacy Issues and Review Long-term
Legislative Advocacy Positions (LAPs)
- 22-0057** Consideration of FY 2021/22 Grant Program Changes and 2022 Community
Events and Neighborhood Grant Program Applications
- 22-0084** Renewal of the Agreement Between City of Sunnyvale and Sustainable
Community Gardens for the Development, Operation and Maintenance of
Community Gardens

Thursday, January 27, 2022 - City Council

Workshop

- 22-0062** 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)
Strategic Planning Workshop

Tuesday, February 1, 2022 - City Council

Study Session

- 22-0082** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Creation of a Human Relations Commission (Study Issue)

Public Hearings/General Business

- 22-0011** Introduce an Ordinance to Amend Sunnyvale Municipal Code Chapter X.X
(Single Use Plastics)
- 22-0063** Fourth Quarter General Plan Initiation Requests
- 22-0010** Update of Council Policy 7.1.3 Environmental Procurement

Tuesday, February 8, 2022 - City Council

Study Session

22-0064 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, February 15, 2022 - City Council

Public Hearings/General Business

22-0065 Board and Commission Appointments (as needed)

22-0121 Approve Public Art for the Civic Center Amphitheater

Thursday, February 17, 2022 - City Council

Workshop

22-0077 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)
Study Issues/Budget Proposals Workshop

Tuesday, February 22, 2022 - City Council

Public Hearings/General Business

22-0080 7 P.M. SPECIAL COUNCIL MEETING
Redistricting Map Adoption or Send Comments Back to the Redistricting
Commission

Tuesday, March 1, 2022 - City Council

Special Order of the Day

22-0100 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members (as needed)

Public Hearings/General Business

22-0101 Review and Approve the Utility Box Art Project

Tuesday, March 22, 2022 - City Council

Study Session

22-0023 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Corporation Yard Master Plan

Public Hearings/General Business

22-0027 Agenda Items Pending - to be scheduled

Tuesday, April 5, 2022 - City Council

Public Hearings/General Business

22-0028 Agenda Items Pending - to be scheduled

Tuesday, April 26, 2022 - City Council

Public Hearings/General Business

22-0029 Agenda Items Pending - to be scheduled

Tuesday, May 3, 2022 - City Council

Public Hearings/General Business

22-0030 Agenda Items Pending - to be scheduled

Monday, May 9, 2022 - City Council

Study Session

22-0031 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, May 10, 2022 - City Council

Study Session

22-0032 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Thursday, May 19, 2022 - City Council

Workshop

22-0033 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)
Budget Workshop

Tuesday, May 24, 2022 - City Council

Public Hearings/General Business

22-0034 Board and Commission Appointments (as needed)

Tuesday, June 7, 2022 - City Council

Special Order of the Day

22-0096 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and

Commission Members (as needed)

Public Hearings/General Business

22-0039 Agenda Items Pending - to be scheduled

Tuesday, June 21, 2022 - City Council

Study Session

22-0009 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Sunnyvale Clean Water Program Update

Public Hearings/General Business

22-0035 Agenda Items Pending - to be scheduled

Tuesday, June 28, 2022 - City Council

Public Hearings/General Business

22-0036 Agenda Items Pending - to be scheduled

Tuesday, July 12, 2022 - City Council

Public Hearings/General Business

22-0037 Agenda Items Pending - to be scheduled

Tuesday, July 26, 2022 - City Council

Public Hearings/General Business

22-0040 Agenda Items Pending - to be scheduled

Tuesday, August 9, 2022 - City Council

Public Hearings/General Business

22-0041 Agenda Items Pending - to be scheduled

Tuesday, August 16, 2022 - City Council

Study Session

22-0042 6 P.M. SPECIAL COUNCIL MEEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, August 30, 2022 - City Council

Public Hearings/General Business

22-0043 Board and Commission Appointments (as needed)

Tuesday, September 13, 2022 - City Council

Special Order of the Day

22-0097 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

Public Hearings/General Business

22-0044 Agenda Items Pending - to be scheduled

Tuesday, September 27, 2022 - City Council

Public Hearings/General Business

22-0045 Agenda Items Pending - to be scheduled

Tuesday, October 11, 2022 - City Council

Public Hearings/General Business

22-0046 Agenda Items Pending - to be scheduled

Tuesday, October 25, 2022 - City Council

Public Hearings/General Business

22-0047 Agenda Items Pending - to be scheduled

Tuesday, November 1, 2022 - City Council

Study Session

22-0048 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as needed)

Tuesday, November 8, 2022 - City Council

Public Hearings/General Business

22-0038 Board and Commission Appointments (as needed)

Tuesday, November 29, 2022 - City Council

Special Order of the Day

22-0098 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

Public Hearings/General Business

22-0049 Agenda Items Pending - to be scheduled

Tuesday, December 6, 2022 - City Council

Public Hearings/General Business

22-0050 Agenda Items Pending - to be scheduled

Tuesday, December 13, 2022 - City Council

Public Hearings/General Business

22-0085 Agenda Items Pending - to be scheduled

Tuesday, January 3, 2023 - City Council

Special Order of the Day

22-0086 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor and Councilmembers

22-0103 SPECIAL ORDER OF THE DAY - Recognition of Elected Councilmembers

22-0026 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Council-Elect

Public Hearings/General Business

22-0104 Certification of November 8, 2022 Election Results - City Council Districts 1, 3 and 5

22-0087 Selection of Vice Mayor for a One-Year Term Effective January 3, 2023

22-0099 Adopt a Resolution Approving the City Council Regular Meeting Calendar for 2023 through February 2024

22-0088 Determine the 2023 Seating Arrangements for City Council

Tuesday, January 10, 2023 - City Council

Special Order of the Day

22-0090 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

Public Hearings/General Business

22-0093 Agenda Items Pending - to be scheduled

Tuesday, January 24, 2023 - City Council

Public Hearings/General Business

22-0091 Agenda Items Pending - to be scheduled

Thursday, January 26, 2023 - City Council

Workshop

22-0089 8:30 A.M. SPECIAL COUNCIL MEETING
Strategic Planning Workshop

Tuesday, February 7, 2023 - City Council

Public Hearings/General Business

22-0095 Agenda Items Pending - to be scheduled

Tuesday, February 14, 2023 - City Council

Public Hearings/General Business

22-0094 Agenda Items Pending - to be scheduled

Thursday, February 16, 2023 - City Council

Workshop

22-0092 8:30 A.M. SPECIAL COUNCIL MEETING
Study Issues/Budget Proposals Workshop

Date to be Determined - City Council

Public Hearings/General Business

21-0091 Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility
Charges to be placed on the FY 2021/22 County of Santa Clara Property Tax
Roll

21-0030 El Camino Real Specific Plan

21-0065 Approval of Assessment of Fair Housing Plan



City of Sunnyvale

Agenda Item

21-0859

Agenda Date: 12/7/2021

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes

Planning Commission

Monday, October 25, 2021

7:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

Special Meeting: Study Session - Canceled | Public Hearing - 7:00 PM

Special Teleconference Notice

Public Participation

Accessibility/Americans with Disability Act (ADA) Notice

STUDY SESSION CANCELED

7 P.M. PLANNING COMMISSION MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953 (e), the meeting was conducted telephonically; pursuant to state law, the City Council is scheduled to make the necessary findings on October 26, 2021.

Chair Howard called the meeting to order at 7:00 PM.

ROLL CALL

Present: 6 - Chair Daniel Howard
Vice Chair Martin Pyne
Commissioner Sue Harrison
Commissioner John Howe
Commissioner Ken Rheaume
Commissioner Carol Weiss

ORAL COMMUNICATIONS

CONSENT CALENDAR

MOTION: Commissioner Howe moved and Vice Chair Pyne seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

Yes: 6 - Chair Howard
Vice Chair Pyne
Commissioner Harrison
Commissioner Howe
Commissioner Rheaume
Commissioner Weiss

No: 0

1. [21-0991](#) Approve Planning Commission Meeting Minutes of October 11, 2021

PUBLIC HEARINGS/GENERAL BUSINESS

2. [21-0963](#) **Proposed Project:**
DESIGN REVIEW to allow a 363 square feet first-floor addition, 490 square feet second-floor addition, and a new 56 square feet covered entry porch on an existing two-story single-family home, resulting in 3,149 square feet gross floor area (2,763 square feet living area and 386 square feet garage) and 50% Floor Area Ratio (FAR).
Location: 736 Silver Pine Court (APN: 213-15-049)
File #: 2021-7010
Zoning: R-0
Applicant / Owner: Willwerth Design (applicant) / Raja M Gopal and Annu Ramachandran (owner)
Environmental Review: A Class 1 Categorical Exemption relieves this project from the CEQA provisions.
Project Planner: Aastha Vashist, (408) 730-7458, avashist@sunnyvale.ca.gov

Senior Planner Aastha Vashist presented the staff report with a slide presentation.

Commissioner Howe asked whether staff received any written or oral comments from the public for the proposed project. Senior Planner Vashist confirmed that they did not.

Commissioner Harrison noted that renderings for the proposed project included a gable roof on the right side of the second floor and a hip roof on the left side of the second floor. She questioned whether this was done to meet solar requirements. Associate Planner Vashist answered that the purpose of the hip roof is to minimize visual bulk as it reduces the number of exposed walls. In reference to Basic Design Principle 2.2.2 in Attachment 3, Commissioner Harrison stated that the homes presented in the staff presentation displayed either gable roofs or hip roofs but not a

combination of both. She then announced that she would ask the architect about the design intent.

Chair Howard opened the Public Hearing.

Cliff Willwerth, Architectural Designer at Willwerth Design, presented the project including additional images and information.

Mr. Willwerth advised Commissioner Harrison that the proposed project features one hip roof and one gable roof to reduce solar impact to neighbors of the proposed project.

Commissioner Harrison and Mr. Willwerth discussed plans for the proposed project to increase energy efficiency. Mr. Willwerth explained that it will incorporate a cool roof design, new insulation throughout, new Energy Star kitchen appliances, and the addition of larger windows to allow for more natural light. Mr. Willwerth added that the design intent of the second-floor roof is to minimize solar shading to the adjacent properties. He added that the proposed project is designed to accommodate solar panels, if desired by the property owners, and that if the existing furnace system is incapable of supplying heat to the entire house, a new electric heating system will be considered.

Commissioner Weiss asked about whether the furnace will be moved into the garage. Mr. Willwerth explained that collaboration with an HVAC engineer will determine the best location for the furnace, but consideration has been made to move the furnace either into the garage or attic.

There were no public speakers for this agenda item.

Annu Ramachandran and Raja Gopal, property owners, expressed gratitude to Senior Planner Vashist and other City staff for assisting them with creating a better design for the proposed project.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Harrison moved and Commissioner Howe seconded the motion to approve Alternative 1 – Approve the Design Review with the Conditions of Approval in Attachment 4.

Commissioner Harrison commented that, if not for the purpose of meeting solar shading requirements, she would have encouraged the use of gable roofs for the proposed project to maintain consistency with the character of the homes in the surrounding neighborhood. She also noted the nice design of the proposed project and the ability of the proposed project to meet setback rules. Overall, she stated she can make the findings to support this motion.

Commissioner Howe agreed with comments made by Commissioner Harrison and commended the proposed project for its wonderful design that will be functional even with time.

Commissioner Rheume spoke in favor of the motion as he can make the findings and mentioned his hope that his fellow Commissioners may also make the findings to support the motion. He also applauded the proposed project's nice, quality design and contributions made by staff.

Commissioner Weiss voiced her support of the motion and highlighted several nice features of the proposed project: a garage that is not overly prominent; an expanded porch, entrance, and living room area; and a continuation of the roof line. She specified that the proposed project has been carefully designed to avoid a massing effect and that it possesses an attractive, classic look. Since the proposed project meets the criteria of the City's Single Family Home Design Techniques, she can make the findings.

Vice Chair Pyne revealed that he can make findings and called attention to the proposed project's cool roof and eco-friendly design. He added that the proposed project is an attractive home overall and that he looks forward to supporting the motion.

The motion carried by the following vote:

Yes: 6 - Chair Howard
Vice Chair Pyne
Commissioner Harrison
Commissioner Howe
Commissioner Rheume
Commissioner Weiss

No: 0

This decision is final unless appealed or called up for review by the City Council by 5:00 PM on Tuesday, November 9, 2021.

3. [21-0976](#) Recommend that the City Council Introduce an Ordinance to Amend Sunnyvale Municipal Code Section 19.37.060 (General Planting, Soil Management and Water Feature Design Requirements) and Section 19.38.030 (Recycling and Solid Waste Facilities) and Find that the Action Is Exempt from CEQA.

David Krueger, Solid Waste Programs Division Manager, presented the staff report with a slide presentation.

Commissioner Harrison asked whether multi-family properties are required to have only a container for food scraps and not yard waste. Mr. Krueger confirmed that they are required to possess containers for both unless they can demonstrate that their landscaper is recycling yard waste for them at a compost facility.

Commissioner Rheaume asked about the City's methods for monitoring whether the new guidelines pertaining to proper recycling of yard waste is adhered to. He also confirmed with Principal Planner Noren Caliva-Lepe that the front yard paving restriction in the Sunnyvale Municipal Code is enforceable.

Vice Chair Pyne noted that the Background section of the staff report mentioned goals for 2020 and asked whether there is any concern about those goals not having been met. Mr. Krueger assured him that they may not be retroactively fined for those goals not being met and that they are striving to maintain compliance with regulations by 2025.

Commissioner Harrison inquired about the City's progress in terms of achieving a 75 percent reduction in the level of the statewide disposal of organic waste. Mr. Krueger informed her that the City's progress is better than that of neighboring cities due to its zero-waste goal and efforts to enforce the food scrap program.

There were no public speakers for this agenda item.

Mr. Krueger clarified the meaning of B-2.1.b on page six of Attachment 3 for Commissioner Weiss.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Harrison moved and Commissioner Weiss seconded the

motion to approve Alternative 1 – Recommend that City Council introduce the Ordinance in Attachment 2 and find that this action is exempt from the California Environmental Quality Act (CEQA pursuant to CEQA Guidelines Section 15061(b) (3).

Commissioner Harrison revealed that, in her opinion, it is a good idea to revise the language of the guidelines in advance and that she is glad the City is making progress in terms of recycling organic material.

Commissioner Weiss stated that, in her opinion, it is good that this issue is being addressed and that more will be done at the state level.

Chair Howard spoke in favor of the motion and expressed pride in the City for the progress it has made relative to neighboring cities in terms of waste management.

The motion carried by the following vote:

Yes: 6 - Chair Howard
Vice Chair Pyne
Commissioner Harrison
Commissioner Howe
Commissioner Rheume
Commissioner Weiss

No: 0

This recommendation will be forwarded to the City Council for consideration at the November 9, 2021 meeting.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

INFORMATION ONLY REPORTS/ITEMS

4. [21-0990](#) Planning Commission Proposed Study Issues, Calendar Year: 2022
(Information Only)

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Commissioner Weiss disclosed that she intended to abstain during the vote on the

Consent Calendar item. Senior Assistant City Attorney Rebecca Moon explained that she may approve meeting minutes based on her faith in staff and staff's ability to write accurate minutes. Commissioner Weiss confirmed her faith in staff and, thus, her vote.

When prompted by Commissioner Rheume, Assistant Director Andrew Miner advised of large projects that are currently in the works and provided examples of a few.

-Staff Comments

Assistant Director Miner announced his efforts to coordinate the attendance of the Planning Commissioners at Devcon's Google Caribbean Beam Raising Ceremony.

Assistant Director Miner spoke of the workshop on land use processing held by Leadership Sunnyvale/Urban Land Institute (ULI) that the Planning Commissioners are invited to attend.

Assistant Director Miner, that on October 26, 2021, the City Council will consider the continuation of virtual public meetings for the City Council and Boards, Commissions and Council Subcommittees during the COVID-19 State of Emergency.

Assistant Director Miner advertised a vacant position on the Planning Commission.

Assistant Director Miner stated that he will be sending the Planning Commissioners photos of the Irvine Company apartments that are currently under construction at the AMD site.

ADJOURNMENT

Chair Howard adjourned the meeting at 7:50 PM.



City of Sunnyvale

Meeting Minutes

Planning Commission

Monday, November 8, 2021

6:00 PM

Telepresence Meeting: City Web Stream |
Comcast Channel 15 | AT&T Channel 99

Special Meeting: Study Session - 6:00 PM | Public Hearing - 7:00 PM

Special Teleconference Notice

Public Participation

Accessibility/Americans with Disability Act (ADA) Notice

6:00 P.M. STUDY SESSION

Call to Order

Pursuant to Government Code Subdivision 54953(e) and Resolution No. 1089-21 (October 26, 2021), the meeting was conducted telephonically.

Vice Chair Pyne called the meeting to order at 6:00 PM

Roll Call

Present: 4 - Chair Daniel Howard
Vice Chair Martin Pyne
Commissioner John Howe
Commissioner Carol Weiss
Absent: 2 - Commissioner Sue Harrison
Commissioner Ken Rheaume

Commissioner Harrison's and Commissioner Rheaume's absences are excused.

Study Session

- A.** [21-1025](#) **Proposed Project:**
SPECIAL DEVELOPMENT PERMIT (SDP) to allow a 4-story office building on Block 13 of the DSP with approximately 127,000 square feet of office space, two levels of below grade parking, roof top amenity area and associated site improvements.

DEVELOPMENT AGREEMENT (DA) to allow additional office space square footage and building height above that assigned to the block. The project would include a contribution to the City's Community Benefit Fund.

Location: 480/490 S. Mathilda Avenue & 216 W. Olive Avenue (APNs: 209-28-052 & 008)

File #: 2021-7280 (SDP) & 2021-7281 (DA)

Zoning: DSP (Downtown Specific Plan)/Block 13

General Plan: Downtown Specific Plan

Applicant / Owner: Minkoff Group (applicant)/ Gary Thon-Lon And Nichole Ying Lin Hon Trustee and Edward H Leone Jr Llc (owners)

Project Planner: Shaunn Mendrin, (408) 730-7431, smendrin@sunnyvale.ca.gov

ATTACHMENTS

1. Proposed Site and Architectural Plans

Adjourn Study Session

7 P.M. PLANNING COMMISSION MEETING

CALL TO ORDER

Pursuant to Government Code Subdivision 54953(e) and Resolution No. 1089-21 (October 26, 2021), the meeting was conducted telephonically.

Chair Howard called the meeting to order at 7:22 PM.

ROLL CALL

Present: 4 - Chair Daniel Howard

Vice Chair Martin Pyne

Commissioner John Howe

Commissioner Carol Weiss

Absent: 2 - Commissioner Sue Harrison

Commissioner Ken Rheaume

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Vice Chair Pyne asked staff if the Meeting Minutes of October 25, 2021 may be revised so that the sixth paragraph on page six reads as follows: "This recommendation will be forwarded to the City Council for consideration at the

November 9, 2021 meeting.”

MOTION: Commissioner Weiss moved and Commissioner Howe seconded the motion to approve the Consent Calendar with the following revisions to the minutes:

1.) Note that the sixth paragraph on page six should read as follows: “This recommendation will be forwarded to the City Council for consideration at the November 9, 2021 meeting.”

The motion carried by the following vote:

Yes: 4 - Chair Howard
Vice Chair Pyne
Commissioner Howe
Commissioner Weiss

No: 0

Absent: 2 - Commissioner Harrison
Commissioner Rheume

1. [21-1023](#) Approve Planning Commission Meeting Minutes of October 25, 2021

PUBLIC HEARINGS/GENERAL BUSINESS

2. [21-1027](#) **Proposed Project:**
SPECIAL DEVELOPMENT PERMIT to demolish an existing 19,440 square foot industrial building and construct a 176-unit multi-family housing development (174 affordable units plus two managers' units) within a seven-story building (five levels of housing on top of two levels of podium parking).
Location: 1178 Sonora Court (APN:205-50-013)
File #: 2020-7393
Zoning Flexible Mixed Use I (MXD-I)
Applicant / Owner MP Sonora Court Associates, L.P. (applicant)/City of Sunnyvale (owner)
Environmental Review: The project is exempt from California Environmental Quality Act (CEQA) review per CEQA Guidelines Section 15168 (c)(2) and (4) Public Resources Code Section 21094 (c). The project is within the scope of the Lawrence Station Area Plan Program EIR as no new environmental impacts are anticipated and no new mitigations are required
Project Planner: Margaret Netto, (408) 730-7628, mnetto@sunnyvale.ca.gov

Senior Planner Margaret Netto presented the staff report with a slide presentation.

Jennifer Liu, senior project manager at MidPen Housing, and Robert Lindley, principal at Studio T-Square, presented the project including additional images and information.

Commissioner Weiss and Mr. Lindley discussed efforts to mitigate interior noise. This includes the proposed project's incorporation of inward-looking outdoor spaces, noise control for its windows, and walls that feature either double-stud construction or resilient channels. The applicant will also collaborate with an acoustical engineer and have noise studies conducted to further mitigate interior noise within the proposed project.

Chair Howard opened the Public Hearing.

Richard Mehlinger, Chair of Livable Sunnyvale, expressed support of the proposed project and noted that it provides necessary affordable housing close to transit.

Justin Wang, a member of Livable Sunnyvale speaking in his capacity as the Advocacy Manager at Greenbelt Alliance, stated that Greenbelt Alliance is proud to endorse the proposed project due to its efforts to meet housing goals, reduce greenhouse gas emissions, and ensure residents can grow and thrive as housing costs arise. He spoke in favor of the proposed project and disclosed his hope that it will be approved.

Mike Serrone, a member of Livable Sunnyvale, voiced his support of the proposed project since it provides 100 percent affordable housing next to transit amid the housing crisis.

Kelsey Banes, regional director of YIMBY Action, spoke in favor of the proposed project and thanked the Planning Commission and Midpen Housing for addressing the affordable housing shortage.

Julia Liu, Sunnyvale resident and member of Livable Sunnyvale, mentioned that she is in support of the proposed project as well as the proposed Orchard Garden Redevelopment project (Agenda Item 3) as they are environmentally friendly and meet the City's housing needs.

Jan Stokley, Executive Director of Housing Choices, advocated for the proposed

project as it promotes affordable housing for individuals of all income levels and abilities.

Agnes Veith, a member of Livable Sunnyvale, echoed the comments of those who spoke before her and stated her preference for a more colorful building.

Clare Meyerson, Sunnyvale resident, revealed her support of the proposed project and the proposed Orchard Garden Redevelopment project.

Jennifer Lucas, Advocate for the Central Coast Office of the California State Council on Developmental Disabilities, voiced her support of the proposed project and the proposed Orchard Garden Redevelopment project since they aim to provide access to affordable housing for those with intellectual and developmental disabilities.

Radhey Sharma, Sunnyvale resident, expressed his support of the proposed project and the proposed Orchard Garden Redevelopment project since they provide access to housing for those like his son who have intellectual and developmental disabilities.

Chair Howard suggested the accommodation of larger bikes within the proposed project's bicycle storage room.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Weiss moved and Commissioner Howe seconded the motion to approve Alternative 1 – Make the findings required to approve the CEQA determination that the project is exempt from CEQA review pursuant to CEQA Guidelines Section 15168 (c)(2) and Public Resources Code Section 21094 (c) as it is within the scope of the Peery Park Specific Plan (PPSP) Environmental Impact Report (EIR) and no additional environmental review is required as noted in the checklist in Attachment 5 and approve the Special Development Permit based on the findings in Attachment 3, and modified conditions of approval in Attachment 4.

The modified Condition of Approval is as follows:

1.) Note that Recommended Condition of Approval BP-20 should read as follows: "BICYCLE SPACES: Provide 200 Class 1 and 12 Class 2 of bicycle parking spaces per Citywide Design Guidelines and as approved by the Director of Community Development. Clearly indicate the location and the number of bicycle parking

spaces on the Building Permit plans. [COA] [PLANNING]"

Commissioner Weiss praised the proposed project since it meets the objectives of the City's Land Use and Transportation Element (LUTE) and Lawrence Station Area Plan (LSAP) especially with regard to its provision of diverse housing opportunities. She also noted its ability to avoid massing, create a pedestrian street environment, and preserve the mature trees on Sonora Court. These are among the reasons that she spoke in support of the motion.

Commissioner Howe agreed with comments made by Commissioner Weiss and stated his preference for the colors present in the proposed project's final design.

Vice Chair Pyne voiced his support of the motion since the proposed project provides affordable housing in a transit-rich area.

Chair Howard stated his agreement with the supportive public comments for the proposed project.

The motion carried by the following vote:

Yes: 4 - Chair Howard
Vice Chair Pyne
Commissioner Howe
Commissioner Weiss

No: 0

Absent: 2 - Commissioner Harrison
Commissioner Rheume

This decision is final unless appealed or called up for review by the City Council by 5:00 PM on Tuesday, November 23, 2021.

3. [21-1007](#)

Proposed Project:

SPECIAL DEVELOPMENT PERMIT to redevelop an existing affordable housing development for a total of 123 affordable units. The proposal consists of demolition of a 32-unit apartment building, construction of 93 residential units in a new six-story building, rehabilitation of the existing 30-unit apartment building and installation of related site improvements located on a 1.72-acre site.

Location: 245 W Weddell Avenue (APN: 110-12-093)

File #: 2020-7620

Zoning: High Density Residential (R-4)/Planned Development (PD)
Combining District.

Applicant / Owner: First Community Housing / Parkview Apartment Association.

Environmental Review: The project is consistent with the Land Use and Transportation Element (LUTE) of the City's General Plan and no additional environmental review is required pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3.

Project Planner: Cindy Hom, (408) 730-7411, chom@sunnyvale.ca.gov

Associate Planner Cindy Hom presented the staff report with a slide presentation.

Vice Chair Pyne inquired about whether any public comments were received from those affected by the excess solar shading of the proposed project. Associate Planner Hom confirmed that none were received from adjacent neighbors of the proposed project.

Geoffrey Morgan (president and CEO at First Community Housing), José Lujano (project manager at First Community Housing), Sarah Vaccaro (principal at Architects FOR A), and Dennis Taniguchi (landscape architect at Taniguchi Landscape Architecture) presented the project including additional images and information.

Commissioner Weiss asked about plans to support the current tenants of Sunburst Apartments who will be displaced once the apartment building is demolished and the construction of the proposed project is underway. Mr. Lujano explained that the right of first refusal has been offered to those tenants and that those who opt to relocate to the proposed project once it is completed will have access to permanent relocation benefits as stipulated by state law. Mr. Morgan added that in addition to those benefits, each resident will be provided approximately four years of differential rent for a comparable rental unit.

Commissioner Weiss questioned whether guest parking spaces will be offered. Ms. Vaccaro answered that the 57 parking spaces for the existing Parkview Apartments include the required amount of guest parking spaces.

Commissioner Weiss confirmed with Mr. Lujano that the proposed project includes one unit each for the manager and maintenance staff member of the proposed project.

Commissioner Weiss inquired about whether any of the existing driveways will be modified. Mr. Lujano stated that only the driveway shared with 225 West Weddell Drive will be altered to modernize the emergency vehicle accessway.

Vice Chair Pyne confirmed with Mr. Taniguichi that the trees that will be added are expected to live for fifty years or more.

Vice Chair Pyne discussed the selection process for the proposed project's art murals and artists with Mr. Lujano.

Chair Howard proposed the incorporation of space for larger bicycles within the proposed project's bicycle storage room.

Chair Howard opened the Public Hearing.

Richard Mehlinger, Chair of Livable Sunnyvale, advised the Planning Commissioners to support and approve the proposed project as it will help satisfy the City's need for more affordable housing.

Mike Serrone, a member of Livable Sunnyvale, praised the project for offering 100 percent affordable housing and supportive housing for those with disabilities. He expressed his hope that it will be approved by the Planning Commission.

Jan Stokley, Executive Director of Housing Choices, voiced her support of the proposed project since it addresses the City's need for more affordable housing, especially for those with intellectual and developmental disabilities. As someone who has partnered with First Community Housing in the past, she can attest to their commitment to provide affordable and sustainable housing to people of all income levels and abilities.

Clare Meyerson, Sunnyvale resident, spoke in favor of the proposed project and believes that the 15 units it will set aside for those with intellectual and developmental disabilities is crucial. She also suggested that consideration be given to guest parking for the care staff who support these individuals.

Nina Rizzo, program manager at Transform, respectfully requested that the Planning Commission support this project as it provides both affordable and sustainable housing.

Coleen Hausler, Sunnyvale resident and a member of Livable Sunnyvale, reiterated the tremendous need for affordable housing and housing specifically for those with developmental disabilities. She also mentioned her appreciation for the inclusion of the community rooftop gardens on the proposed project's new building, thanked First Community Housing for taking on the proposed project, and encouraged the Planning Commission to approve the proposed project.

Agnes Veith, a member of Livable Sunnyvale, shared the sentiments of those who spoke before her, cited the need for as many affordable housing opportunities as possible within the City, and thanked those involved with the proposed project.

Radhey Sharma, Sunnyvale resident, urged the Planning Commissioners to approve the proposed project so that his son, who has a developmental disability, may continue to live in the same city and community even beyond his life.

Chair Howard closed the Public Hearing.

MOTION: Chair Howard moved and Vice Chair Pyne seconded the motion to approve Alternative 2 – Make the findings required to approve the CEQA determination that the project is consistent with the Land Use and Transportation Element (LUTE) of the City's General Plan and no additional environmental review is required as noted in the checklist in Attachment 5 and approve the Special Development Permit based on the Findings in Attachment 3, and modified Conditions of Approval.

The modified Conditions of Approval are as follows:

1.) Note that Recommended Condition of Approval GC-14 must be added according to the correction in the staff presentation and should read as follows: "Project is subject to Provision C3, of the Municipal Regional Stormwater Permit Order No. R2-2009-0074, as determined by a completed "Stormwater Management Plan Data Form", and therefore must submit a Stormwater Management Plan as per SMC 12.60.140 prior to issuance of the building permit."

2.) Note that Recommended Condition of Approval MM-1 should read as follows: "LAND USE AND TRANSPORTATION ELEMENT (LUTE) – MITIGATION, MONITORING & REPORTING PROGRAM (MMRP):
The project is subject to the applicable measures in the Mitigation and Monitoring

Reporting Program (MMRP) as required in the City of Sunnyvale LUTE Environmental Impact Report (EIR). The applicable measures are indicated in the Environmental Checklist for the project and are listed in the BP section of these conditions. [COA] [PLANNING/PUBLIC WORKS]"

Chair Howard spoke in full support of the motion.

Vice Chair Pyne expressed his support of the proposed project and noted his appreciation for its efforts to provide affordable housing and housing to those with disabilities, include noise screening, and address issues raised at a previous Planning Commission study session. He then urged his fellow Commissioners to support the motion.

Commissioner Weiss commented that she supports the proposed project. She also highlighted its ability to provide affordable housing and called attention to its well-conceived and well-articulated architecture, air filtration system, and efforts to pursue LEED Platinum Certification.

The motion carried by the following vote:

Yes: 4 - Chair Howard
Vice Chair Pyne
Commissioner Howe
Commissioner Weiss

No: 0

Absent: 2 - Commissioner Harrison
Commissioner Rheume

This decision is final unless appealed or called up for review by the City Council by 5:00 PM on Tuesday, November 23, 2021.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

INFORMATION ONLY REPORTS/ITEMS

None.

4. [21-1024](#) Planning Commission Proposed Study Issues, Calendar Year: 2022

(Information Only)

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

Commissioner Howe applauded the Chair and Vice Chair for extending the study session to allow time for public comments.

-Staff Comments

Assistant Director Andrew Miner advised that, moving forward, there will be a collaborative effort to ensure that applicants present within the allotted timeframe of ten minutes maximum for both study session and public hearing items.

Assistant Director Miner informed the Commissioners of a joint study session that will take place on November 16, 2021 for the Chairs and Vice Chairs of all Boards and Commissions.

Assistant Director Miner announced that on November 9, 2021, the City Council will consider ordinances to repeal and re-adopt Sunnyvale Municipal Code Chapter 8.16 (Solid Waste Management and Recycling), add Sunnyvale Municipal Code Chapter 16.74 (Construction and Demolition Diversion), and amend Sunnyvale Municipal Code Section 19.38.030 (Recycling and Solid Waste Facilities) and Section 19.37.060 (General Planting, Soil Management and Water Feature Design Requirements).

ADJOURNMENT

Chair Howard adjourned the meeting at 9:14 PM.



City of Sunnyvale

Meeting Minutes - Draft

Parks and Recreation Commission

Wednesday, November 10, 2021

7:00 PM

Telepresence Meeting: City Web Stream

Special Teleconference Notice

Pursuant to Government Code Subdivision 54953 (e), the meeting was conducted telephonically; pursuant to state law, the City Council is scheduled to make the necessary findings on October 26, 2021.

CALL TO ORDER

Chair Giri called the meeting to order at 7:03 p.m. via teleconference.

ROLL CALL

Present: 4 - Chair Prakash Giri
Vice Chair Gregory Dibb
Commissioner Daniel Bremond
Commissioner David Kesting
Absent: 1 - Commissioner Dona Mason

Commissioner Mason and Council Liaison Hendricks have an excused absence.

ORAL COMMUNICATIONS

Chair Giri opened oral communications and there was no public testimony, closed oral communications.

CONSENT CALENDAR

Chair Giri moved and Commissioner Bremond seconded the motion to approve the Parks and Recreation Commission Meeting Minutes of October 13, 2021 as submitted. The motion carried by the following vote:

Yes: 4 - Chair Giri
Vice Chair Dibb
Commissioner Bremond
Commissioner Kesting

No: 0

Absent: 1 - Commissioner Mason

- 1 [21-1042](#) Approve the Parks and Recreation Commission Meeting Minutes of October 13, 2021

Approve the Parks and Recreation Commission Meeting Minutes of October 13, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [21-1040](#) Review and Approve 2022 Master Work Plan

Commissioner inquired and staff responded:

Are there any new additions to the Master Work Plan? Staff have added an annual field/facility usage report to the work plan. Additionally, staff will provide a monthly update on various parks, their maintenance and pending upgrades.

Commissioner Kesting moved and Commissioner Bremond seconded the motion to approve the 2022 Master Work Plan. The motion carried by the following vote:

Yes: 4 - Chair Giri
 Vice Chair Dibb
 Commissioner Bremond
 Commissioner Kesting

No: 0

Absent: 1 - Commissioner Mason

- 3 [21-1041](#) Annual Review and Acceptance - Code of Ethics

Vice Chair Dibb moved and Commissioner Bremond seconded the motion to approve the Annual Review and Acceptance of the Code of Ethics. The motion carried by the following vote:

Yes: 4 - Chair Giri
 Vice Chair Dibb
 Commissioner Bremond
 Commissioner Kesting

No: 0

Absent: 1 - Commissioner Mason

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

4 [21-1039](#) Parks and Recreation Commission Proposed Study Issues,
Calendar Year: 2022

Commissioners inquired and staff responded:

Has the City solicited the public to submit study issues? Currently the City encourages public participation by having Commissions attend Neighborhood Group quarterly meetings, social media post, and in-person daily interactions with the public.

Can the City increase accessibility to the website? Yes, staff can work to have commission/study issue information more readily available on landing pages.

Does the City send out annual surveys regarding park usage, complaints, requested features and suggestions? Parks department solicits surveys and encourages feedback during outreach meetings. Staff will follow up on the frequency of these events.

Staff provided an update on the study Issues for Transparency in Permitting for Field Use at Local Parks and Feasibility Study for Hitting Cages at Baseball, Softball and Cricket Fields in Sunnyvale. They have been submitted to the City Manager to review.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Chair Giri asked if there were any updates on the construction of the new City Hall. Staff responded that City Hall is on schedule to be completed in the fall of 2022 and be the first city in the U.S. to be net neutral. City Hall will be completely operable via solar energy.

-Staff Comments

None.

ADJOURNMENT

Chair Giri adjourned the meeting at 7:39 p.m.



City of Sunnyvale

Meeting Minutes - Draft Arts Commission

Wednesday, November 17, 2021

7:00 PM

Telepresence Meeting: City Web Stream

Special Teleconference Notice

Pursuant to Government Code Subdivision 54953(e), the meeting was conducted telephonically; pursuant to state law, the City Council made the necessary findings by adopting Resolution No. 1089-21, reaffirmed on November 16, 2021.

CALL TO ORDER

Commissioner Vaughan called the meeting to order at 7:02 p.m. via teleconference.

ROLL CALL

Present: 4 - Chair Dawna Eskridge
Commissioner Winnie Lam
Commissioner Sue Serrone
Commissioner Susannah Vaughan
Absent: 1 - Vice Chair Agnes Veith

Commissioner Veith has an excused absence.

ORAL COMMUNICATIONS

Commissioner Vaughan opened oral communications and there was no public testimony, closed oral communications.

CONSENT CALENDAR

Chair Eskridge moved and Commissioner Serrone seconded the motion to approve the Arts Commission Meeting Minutes of September 16, 2021 as submitted. The motion carried by the following vote:

Yes: 4 - Chair Eskridge
Commissioner Lam
Commissioner Serrone
Commissioner Vaughan

No: 0

Absent: 1 - Vice Chair Veith

[21-1060](#) Approve the Arts Commission Meeting Minutes of September 16, 2020

Approve the Arts Commission Minutes of September 16, 2020 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

[21-1059](#) Annual Review and Acceptance - Code of Ethics

Commissioner inquired and staff responded:

Could the work plan include Commissioner presentations? The work plan is a general outline for annual discussion topics. Commissioners can contact the liaison to add presentation items to the any upcoming agendas.

Could special event dates be added to the foot of the work plan? Yes, staff will add dates for Hands on the Arts, State of the City and Cultural Inclusion event to the work plan.

Commissioner Serrone moved and Commissioner Lam seconded the motion to approve the Annual Review and Acceptance of the Code of Ethics. The motion carried by the following vote:

Yes: 4 - Chair Eskridge
Commissioner Lam
Commissioner Serrone
Commissioner Vaughan

No: 0

Absent: 1 - Vice Chair Veith

[21-1064](#) Review and Approve 2022 Master Work Plan

Chair Eskridge moved and Commissioner Serrone seconded the motion to approve the 2022 Master Work Plan. The motion carried by the following vote:

Yes: 4 - Chair Eskridge
Commissioner Lam
Commissioner Serrone
Commissioner Vaughan

No: 0

Absent: 1 - Vice Chair Veith

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

[21-1062](#) Arts Commission Proposed Study Issues, Calendar Year: 2022

Standing item. No study issues approved in previous meeting were proposed.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Chair Eskridge asked staff when the Candy Cane competition was going to be judged. Staff informed the Commission that the voting would be done in mid-December. Additionally, voting for select categories would be open to the public.

Commissioner Serrone asked staff if they could provide the location of where the candy canes would be placed on the Community Center campus. Staff replied that the candy canes would be placed in the grass lots near the Recreation Center and the Indoor Sports Center.

Commissioner Lam provided an update on the Gingerbread Village event. The village will be displayed inside the Sunnyvale Library lobby. Currently she is working on a flyer and would love for the Commission to spread the word.

-Staff Comments

Trenton Hill, Recreation Services Manager, provided an update on the Utility Art Box project. The call for artist requisition closed recently and staff expect the Commission to review in February. Once Council approves in March, 12 utility art boxes will be placed downtown towards the end of spring 2022.

ADJOURNMENT

Commissioner Vaughan adjourned the meeting at 7:40 p.m.



City of Sunnyvale

Agenda Item

21-0895

Agenda Date: 12/7/2021

Information/Action Items

Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
5/25/21	Identify how other cities identified targets for open space as part of a land use plan.	CDD	Dec 2021	
8/31/21	Provide Council with the information in the budget that identifies the fee revenues and expenditures for Recreation Services.	FIN	May 2022	
8/31/21	Include the fee waiver program in the Annual Budget Workshop.	LRS	May 2022	
9/14/21	Provide copy of final encroachment permit for Intuitive Surgical to Council.	DPW	May 2022	
11/9/21	Return to Council with a plan outlined to address the recommendations from the Study Session on the Golf Subsidy Study Issue.	DPW	Feb 2022	
11/9/21	Provide Council with cost of PERS contributions for PSOA/PSMA and growth over time.	HRD	Dec 2021	
11/30/21	Include information in the staff report on the signal upgrades for pedestrian countdown for all signals (to be upgraded in 2022 and 2023) and updates on other ADA improvements. Also include the accident percentage for intersections maintained by Caltrans as well as ECR/Mathilda intersection.	DPW		
11/30/21	Include in staff report information on the possibility of implementing dedicated left turn lanes on Fremont Avenue. Also consider easement on property bordering area to allow for more lanes and greater access.	DPW		

New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
10/12/21	Clarify and modernize Sunnyvale Municipal Code 19.38 so that in otherwise applicable requirement for undergrounding utilities cannot be taken under SB 330 as a concession or a waiver.	Melton , Klein	CDD	CDD 22-05
11/30/21	How to address the crow and nuisance birds for abatement in Sunnyvale.	Cisneros , Din, Melton, Klein	DPW	

Initial Sponsor in **Bold**.

Following approval by the City Manager, study issues papers are posted to:

<https://sunnyvale.ca.gov/government/council/study/studyissues.htm>

Printed on 12/1/2021