



City of Sunnyvale

Notice and Agenda Parks and Recreation Commission

Monday, December 4, 2017

6:45 PM

Library Program Room, Sunnyvale Public
Library, 665 W. Olive Ave., Sunnyvale, CA
94086

Special Meeting

CALL TO ORDER

SALUTE TO THE FLAG

ROLL CALL

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address the commission 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 Chair) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow commissioners to take action on an item not listed on the agenda. If you wish to address the commission, please complete a speaker card and give it to the Recording Secretary. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

- 1.A** [17-1059](#) Approve the Parks and Recreation Commission Meeting Minutes of November 8, 2017

Recommendation: Approve the Parks and Recreation Commission Minutes of November 8, 2017 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [17-1031](#) Approve Agreement between the City of Sunnyvale and Bay Area Children's Theatre for Use of Theater Facilities at the Community Center for the period January 5, 2018 through March 25, 2018.

Recommendation: Authorize the City Manager to execute an Agreement between the City of Sunnyvale and Bay Area Children's Theatre for Use of City Facilities from January 5, 2018 through March 25, 2018, substantially in the same form as Attachment 3 of the report, at a discounted rental fee of \$600 per performance, for a maximum rental fee of \$24,000, when all necessary conditions have been met.

3 [17-1089](#) Review and Rank Study Issues

4 [17-1153](#) Review Draft 2018 Work Plan Calendar

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

-Staff Comments

ADJOURNMENT

Notice to the Public:

Any agenda related writings or documents distributed to members of this meeting body regarding any item on this agenda will be made available for public inspection in the originating department or can be accessed through the Office of the City Clerk located at 603 All America Way, Sunnyvale, CA. during normal business hours and at the meeting location on the evening of the board or commission meeting, pursuant to Government Code §54957.5.

Agenda information is available by contacting Kendall Braud at (408) 730-7336. Agendas and associated reports are also available on the City's website at sunnyvale.ca.gov or at the Sunnyvale Public Library, 665 W. Olive Ave., Sunnyvale, 72 hours before the meeting.

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact Sandra Barajas at (408) 730-7382. Notification of 48

hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.160 (b) (1))



City of Sunnyvale

Agenda Item

17-1059

Agenda Date: 12/4/2017

SUBJECT

Approve the Parks and Recreation Commission Meeting Minutes of November 8, 2017

RECOMMENDATION

Approve the Parks and Recreation Commission Minutes of November 8, 2017 as submitted.



City of Sunnyvale

Meeting Minutes Parks and Recreation Commission

Wednesday, November 8, 2017

7:00 PM

Council Chambers, City Hall, 456 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

Chair Ralph Kenton called the meeting to order at 7:01 p.m.

SALUTE TO THE FLAG

Chair Kenton led the salute to the flag.

ROLL CALL

Present: 4 - Chair Ralph Kenton
Vice Chair Henry Alexander III
Commissioner Irene Gabashvili
Commissioner Daniel McCune
Absent: 1 - Commissioner Craig Pasqua

Commissioner Pasqua (excused)
Council Liaison Hendricks (absent)

ORAL COMMUNICATIONS

Sunnyvale business owners, Michael and Princess Leong, shared their excitement for pickleball and discussed the benefits pickleball provides for all ages. Mr. and Mrs. Leong stated pickleball is one of the fastest growing sports and inquired if the City will add lines to tennis courts for pickleball games.

Superintendent of Parks and Golf, Jim Stark, noted that the City would have to review the City's municipal codes and verify what is allowed on tennis courts. In addition, Superintendent Stark indicated there will be upcoming community meetings regarding City parks, and encouraged Mr. and Mrs. Leong to share their comments at these meetings.

Superintendent of Community Services, Dan Wax, provided Sunnyvale locations where pickleball is currently available.

Vice Chair Alexander III inquired about the organizing of pickleball games, where people practice pickleball and if there is a governing body.

Mr. and Mrs. Leong indicated pickleball games are organized through meet-up groups, many people will use a wall to practice and the governing body is USAPA (USA Pickleball Association).

Superintendent Stark indicated he will research their request further and bring information to a future meeting.

CONSENT CALENDAR

- 1.A** [17-0977](#) Approve the Parks and Recreation Commission Meeting Minutes of September 13, 2017

Vice Chair Alexander III motioned and Commissioner McCune seconded to approve the draft minutes of September 13, 2017 as presented. The motion was carried by the following vote:

Yes: 4 - Chair Kenton
 Vice Chair Alexander III
 Commissioner Gabashvili
 Commissioner McCune

No: 0

Absent: 1 - Commissioner Pasqua

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [17-1056](#) Community Center Infrastructure Project Update

Superintendent Wax provided a presentation and overview of the Community Center infrastructure project. The overview identified the project components that are being upgraded and the collaborative efforts between City departments.

Commissioners inquired about gender neutral bathrooms and improvements in the theater.

Superintendent Wax indicated the City has implemented gender neutral bathrooms and the theater improvements include a new house lighting system.

- 3** [17-1058](#) Annual Review of Code of Ethics and Conduct for Elected and

Appointed Officials

Superintendent of Community Services, Daniel Wax, provided a brief overview of the Code of Ethics and Conduct for Elected and Appointed Officials.

Commissioners commented that the Code of Ethics guidelines are restrictive and inquired about section 1(b.) Private Encounters as well as Commissioners representing the Commission at public meetings. Additionally, Commissioners inquired when the document was last revised.

Superintendent Wax inquired if the Commission wanted a representative from the City Attorney's Office to attend a future meeting to provide further clarification on the Code of Ethics and the Brown Act. He also indicated that the dates for revisions of the Code of Ethics and Conduct for Elected and Appointed Officials are listed on page 18 of the document.

Commissioners were in favor of having a representative the City Attorney's Office attend a future meeting.

Chair Kenton opened the public hearing, there being no public comments, Chair Kenton closed the public hearing.

Vice Chair Alexander III moved and Commissioner McCune seconded the motion to approve the 2017 Code of Ethics and Conduct for Elected and Appointed Officials. The motion carried by the following vote:

Yes: 3 - Vice Chair Alexander III
Commissioner Gabashvili
Commissioner McCune

No: 0

Absent: 1 - Commissioner Pasqua

Abstain: 1 - Chair Kenton

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Chair Kenton suggested the City monitor the community's participation in pickleball.

-Staff Comments

Superintendent Wax reminded Commissioners about the joint meeting with the Board of Library Trustees on December 4 regarding the new branch library and a joint meeting with the Arts Commission on January 17, 2018 regarding the Master Plan for Public Art.

Superintendent Stark announced the opening ceremony for Animal Assisted Happiness will be held on November 16 and discussed the improvements at Braly Park which is currently under construction.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:20 p.m.



City of Sunnyvale

Agenda Item

17-1031

Agenda Date: 12/4/2017

REPORT TO PARKS AND RECREATION COMMISSION

SUBJECT

Approve Agreement between the City of Sunnyvale and Bay Area Children's Theatre for Use of Theater Facilities at the Community Center for the period January 5, 2018 through March 25, 2018.

BACKGROUND

The Sunnyvale Theater, located on the grounds of the Sunnyvale Community Center, is the only public theater venue in Sunnyvale. Established policies and practices at the Theater allow for shared use of space to maximize the number of groups that can use the facility, and by extension, the number of audience members that can be served. This shared-use philosophy has been in existence since the mid-1970s and was reaffirmed in September 2009 with the adoption of the "Theater Use Policies and Practices Study Issue Report" (RTC 09-245).

The California Theatre Center (CTC), a Sunnyvale-based non-profit theater group best known for its School and Family series, is one of two resident theater groups that operated at the Theatre for many years. Given the off-peak hours of operation and the target audience of youth, the City allowed CTC to use the theater facilities at less than the established rental fee in the City's Master Facility Fee Schedule pursuant to the Other Support (special agreement) provisions in Council Policy 7.2.4 (Relationships with Outside Groups - Attachment 2). Earlier this year, however, CTC notified the City that CTC did not wish to extend its current agreement.

The Department of Library and Community Services had projected approximately \$74,130 in revenue from CTC for FY2017/18. As a result, it is important that the Department identify an alternate source of revenue to mitigate this unforeseen revenue impact and fill the void left in children's theater programming.

The Department has identified a potential new partner, the Bay Area Children's Theater (BACT) who is interested in piloting a program in the first quarter of 2018 to determine the viability of a longer-term relationship. Like the existing resident Theater groups, BACT lacks the ability to pay the City's established facility rental fees and has requested to pay a \$600 per show rental fee for a maximum of 40 performances for the period of January through March 2018, which if all performances are held would total \$24,000.

Pursuant to Council Policy 7.2.4 (Relationships with Outside Groups) the Commission must make a recommendation to Council on whether Council should approve this special agreement to charge a reduced rental fee. The purpose of this report is to seek the Commission's recommendation to Council regarding the reduced fee for BACT's pilot series of 40 performances for youth and families at a reduced rate of \$600 per performance.

The City Council is scheduled to consider this item on December 19, 2017.

EXISTING POLICY**Council Policy 7.2.4 Relationships with Outside Groups****General Plan - Community Character (CC)**

- ☐ Policy CC-10.6 Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities, and services in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.
- ☐ Policy CC -10.7 Encourage the use of recreational and open space facilities and services for educational activities of schools that serve Sunnyvale students first, and secondarily the schools that serve students of surrounding communities.

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

CTC was a long-time City theater user and offered a wide array of community theater programs including a School and Family Series. Approximately 33,000 students participated in these programs annually. Unfortunately, the organization ceased operations in Summer 2017 leaving a void in the community for school and family theater productions.

BACT, a non-profit organization, was founded in 2004 and has grown to reach over 114,000 children and adults each year in Berkeley, San Francisco and Oakland through live theatre productions.

BACT has requested the use of 141.5 hours at the Sunnyvale Theatre to offer 40 school and family shows to Sunnyvale residents and the surrounding communities from January 5, 2018 through March 25, 2018. Utilizing established facility rental fees (an hourly rate based on the time of use (i.e., Peak or Off Peak Hours)), the fee for BACT’s proposed use would normally be \$33,158 (32 hours at \$191 per hour for non-peak use and 109.5 hours at a peak use rate of \$247 per hour). BACT representatives have indicated that the established facility use fee would be cost prohibitive and could not be supported by the organization. City Council policy allows discounted fees with City Council approval after a review and recommendation by the Commission.

BACT provides a vital public benefit with its community performances and educational programs. A pilot partnership with BACT would continue the City’s commitment to theater programming for youth and families while also mitigating the loss in projected revenue resulting from the cessation of CTC services. Should BACT wish to enter an agreement with the City for additional use of the theater, the terms of the pilot agreement would be reviewed and a new agreement established.

While the differential between established rental fee and the discounted rental fee represents a 28% discount, BACT would be using the Theatre during non-peak or weekend morning/afternoon hours, which are typically challenging to book and require significant effort on the part of the City to replace. The loss of a long-term partner at the Theater offers an opportunity for a re-evaluation of current

policies and practices. Over the years, concerns regarding scheduling and use of the theater have continued to be expressed. As such, the Department would like the opportunity to meet with stakeholder groups to discuss areas for continuous improvement. The proposed pilot with BACT will not only fill the programming and revenue void left by the departure of CTC but also provide the opportunity for this type of community discussion.

For the reasons noted above, it is recommended that an Agreement with BACT for 141.5 hours of use (40 performances) of the Sunnyvale Theater be approved at less than the established rental fee in the City's Master Facility Fee Schedule for the period January 5, 2018 through March 25, 2018, which if all performances are held would total \$24,000.

FISCAL IMPACT

The proposed agreement could result in payment of \$24,000 for the theater and this amount represents a 28% discount over the established facility rental fee of \$33,158. However, the \$24,000 rate also represents 32% of the \$74,130 in otherwise unrealized revenues resulting from the departure of CTC and mitigates a significant loss in programming. Staff will continue to explore additional revenue opportunities to offset the lost CTC revenue through rentals from businesses, community groups and residents.

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute an Agreement between the City of Sunnyvale and Bay Area Children's Theatre for Use of City Facilities from January 5, 2018 through March 25, 2018, substantially in the same form as Attachment 3 of the report, at a discounted rental fee of \$600 per performance, for a maximum rental fee of \$24,000, when all necessary conditions have been met.

Prepared by: Trenton Hill, Community Services Manager

Reviewed by: Daniel Wax, Superintendent of Community Services

Reviewed by: Cynthia E. Bojorquez, Director, Library and Community Services

Reviewed by: Teri Silva, Interim Assistant City Manager

Approved by: Kent Steffens, Interim City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Council Policy 7.2.4 (Relationships with Outside Groups)
3. Agreement between the City of Sunnyvale and Bay Area Children's Theatre for Use of City Facilities at the Sunnyvale Theatre from January 5, 2018 through March 25, 2018.

ATTACHMENT 1

This page intentionally left blank. Reserved for Report to Council.

Policy 7.2.4 Relationships with Outside Groups

POLICY PURPOSE:

The intent of this policy is to identify the various types of support the City will provide to outside groups and/or independent organizations, as well as the circumstances under which support will be provided.

POLICY STATEMENTS:

Eligibility

Outside groups and/or independent organizations provided support under this policy shall provide a community service, or promote an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses, and/or have its purpose the raising of funds and provision of financial support for the City's programs, and comply with the First Amendment, pertinent federal and state laws as well as City ordinances.

Types of Support

1. Financial Support

Human Services Groups seeking financial support from the City must comply with the City's Human Services Policy (Council Policy 5.1.3) administered by the Department of Community Development. This is true regardless of the type of funding desired by the group (i.e., printing costs, facility rental fees, insurance costs, general operating expenditure support, etc.)

Additional financial support is available only through a Special Agreement (see below).

2. Use of City Facilities

It is the City's policy to afford use of specific City facilities-during such times the City does not itself have use for said facilities- to outside groups and/or independent organizations. Outside groups and independent organizations using City facilities shall do so consistent with City policies on facility use and shall pay all required fees in accordance with established fee schedules.

Additional use of City Facilities is available only through a Special Agreement (see below).

Publicity

Groups seeking assistance with publicity shall comply with the following:

1. Council Banner Policy (Council Policy 2.5.2) which defines conditions and circumstances under which outside groups are allowed to hang banners on City property.
2. Administrative policies governing City publications and other forms of media (e.g. KSUN-15), and the display or distribution of printed materials on City property.
3. Outside groups are prohibited from using the City's logo for any purpose unless specifically authorized to do so by the City.

COUNCIL POLICY MANUAL

Other Support (Special Agreements)

Outside Groups or independent organizations seeking higher levels of support or different types of support than are provided for above, shall submit a written request to the appropriate Department for review.

Examples include, but are not limited to: approval to put the City's logo on the independent organization's printer materials; use of City spaces for special uses not covered by standard facility rental fees (e.g., storage, snack shacks; construction of special structures or fixtures on City property). Following review, staff shall inform the requestor as to:

1. Whether staff supports the provision of the requested support.
2. The required approval process (Does it require City Manager or City Council approval? Does it require a study issue to be ranked by City Council?) Any agreement including the provision of City facilities, goods or services to an outside group for less than the approved fee for those goods or services (or in cases where there is no approved fee where City goods or services are provided at less than the cost incurred by the City to provide them) shall require Council approval. Any Special Agreement requiring Council approval shall first be reviewed by the appropriate board or commission. Where no appropriate board or commission exists, the Office of the City Manager shall provide its recommendation to City Council.

(Adopted: RTC 84-644(12/4/1984); Amended: RTC 88-238(5/17/1988), 92-519(10/27/1992, 03-361(10/21/2003); (Clerical/clarity update, Policy Update Project 7/2005); Amended: RTC 06-112 (4/11/2006)/Administrative update (March 2012))

Lead Department: Department of Library and Community Services

**AGREEMENT BETWEEN CITY OF SUNNYVALE
AND BAY AREA CHILDREN'S THEATRE
FOR USE OF THEATER FACILITIES
AT THE SUNNYVALE COMMUNITY CENTER**

THIS AGREEMENT dated XXXX is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BAY AREA CHILDREN'S THEATRE, a nonprofit organization ("BACT").

WHEREAS, the CITY has a continuing interest in providing theater programming for youth and families at the Sunnyvale Theater; and

WHEREAS, the BAY AREA CHILDREN'S THEATRE has an established track record of providing quality theater programming for youth and families throughout the bay area; and

WHEREAS, the parties have agreed a pilot program of school and family performances during the period of January 5, 2018 and March 25, 2018 are of mutual interest;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. USE OF FACILITIES AND EQUIPMENT BY BACT

- (a) Authorization of Use: Subject to the terms and conditions of this Agreement, CITY hereby authorizes BACT to use the theater facilities at the Sunnyvale Community Center, 550 East Remington Drive, Sunnyvale, California for a period commencing on January 5, 2018, and concluding on March 25, 2018. This Agreement is not a lease, but a license.
- (b) Specific Theater Schedule: CITY will provide use of the Sunnyvale Theatre to BACT for technical production and performances the following dates:
 - i. Show #1: Load-in sets and technical rehearsal on Jan. 5 (10 a.m. to 4 p.m.). Two performances each day on Jan. 6, 7, 12, 13, 14 (9 a.m. to 3:30 p.m.). BACT will strike set on Jan. 14.
 - ii. Show #2: Load-in sets and technical rehearsal on Jan. 25 (10 a.m. to 4 p.m.). Two performances each day on Jan. 26, 27, 28 and Feb. 2, 3, 4 (9 a.m. to 3:30 p.m.). BACT will strike set on Feb. 4.
 - iii. Show #3: Load-in sets and technical rehearsal on March 16 (10 a.m. to 4 p.m.). Two performances each day on March 17, 18, 20, 21, 22, 23, 24, 25 (9 a.m. to 3:30 p.m.). BACT will strike set on March 25.

- (c) Limitations on Use: Use of facilities by BACT includes use of: theater (stage, house and technical booth), green room, lobby, concessions, and box office; and all equipment in those spaces not prohibited in this agreement. This agreement does not include use of staff offices, dance studio, storage, or spaces/equipment dedicated for other use.
- (d) Policies and Procedures: BACT shall follow all policies and procedures set forth in CITY's Theatre Policies and Procedures Handbook as they appropriately apply to their production use. BACT acknowledges that it has been provided a copy of the handbook and has read and agrees to all requirements described in that handbook.
- (e) Set Shop: Use of the set shop for minimal emergency set repair of is permitted and shall be subject to the approval of the CITY's Theatre Technical Coordinator. BACT must provide their own parts for repair, set shop use is for equipment only.
- (f) Set and Light Designs: BACT will submit set and light designs for each production to the CITY's Theatre Technical Coordinator at least three (3) weeks in advance of the load-in date for approval.
- (g) Equipment: CITY staff will provide technical training for BACT staff at a mutually agreed upon date prior to the first performance and provide ongoing technical support for questions or programs with CITY equipment and facilities. Use of CITY owned equipment not specifically included in this agreement is prohibited. In the event that BACT fails to adequately clean equipment or facilities, per procedures, CITY staff will clean the facilities as necessary and bill at the CITY's published hourly rate for Technical Staff labor costs. BACT will be charged for the costs associated with any repairs or replacement to any equipment and facilities broken or damaged during their use.
- (h) Box Office Services: BACT will be permitted use of the box office window during their approved use time only. CITY will not provide computers, printers, box office storage or access to a safe. All BACT materials must be removed from the box office at the conclusion of the daily performances.
- (i) Mutual Publicity – Printed Material: CITY will promote BACT performances on the theater calendar, bulletin board displays, and printed promotional items where appropriate. CITY will provide use of one theater lobby bulletin board and a shared external theater bulletin board to advertise its upcoming productions. BACT must recognize the City on all printed materials advertising events to be held on City property and on all printed materials to be displayed on City property. BACT will comply with City Branding Guidelines provided by the City at the execution of this agreement. Recognition in marketing materials shall consist of the City of Sunnyvale logo, printed not less than .625" wide for vertical lockup and .9375" wide for horizontal lockup, and the phrase, "This program is supported in part by the City of Sunnyvale", printed in no less than 10-point type and appearing on either

the front or back of the piece. Materials to be displayed in the CITY flier rack must be pre-approved by the City.

- (j) Mutual Publicity – Website and Social Media: For BACT social media posts referencing performances at the Sunnyvale Theatre, BACT will tag or reference the Sunnyvale Theatre in that post. On the BACT website, a link to the CITY's website is required. For CITY social media posts referencing BACT performances, CITY will tag or reference BACT in that post. On the CITY website, a link to BACT will be listed where users can find show information and purchase tickets.
- (k) Extension: The terms included in this agreement expire on March 25, 2018. Any future use may be negotiated in a new agreement.

2. DEPOSITS, FEES, AND CHARGES

- (a) Deposit: Upon execution of this Agreement BACT shall provide CITY with a deposit of one thousand dollars (\$1,000.00) to secure this Agreement. If for any reason prior to the termination of this Agreement BACT desires to cancel it, such deposit shall be forfeited. Upon expiration of this Agreement at the designated time CITY shall refund the deposit to BACT.
- (b) Records and Accounts: BACT must maintain a system of records and accounts. BACT will provide performance attendance reports to the CITY within 5 business days at the conclusion of each production for each show.
- (c) Production Fee: For use of the theater facilities, BACT shall pay CITY a \$600 per show fee for a maximum of 40 performances equaling \$24,000. The CITY will invoice on the following schedule, payments are due within 30 days of the invoice date.
 - i. 1st Production (January 2018) = 1st payment (maximum of \$6,000) due Jan. 31
 - ii. 2nd Production (January to February 2018) = 2nd payment (maximum of \$7,200) due Feb. 28
 - iii. 3rd Production (March 2018) = 3rd payment (maximum of \$10,800) due March 31
- (d) Late charge: BACT shall pay all fees due the CITY in a timely fashion. BACT shall be assessed late charges if payment is not received by the CITY within ten (10) days after the due date. An additional late fee shall be assessed each month that the fees owed by BACT remain unpaid. The late charge shall be assessed based on the following schedule:
 - i. 10 days after due date = 2% fee of current balance
 - ii. 40 days after due date = 3.5% + 1st late fee.The CITY does not waive its right to terminate this Agreement due to non-payment of fees.

3. COMPLIANCE WITH LAWS

- (a) BACT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, gender, sexual orientation, age (persons 40 years of age or older), disability, national origin, or any other basis to the extent prohibited by federal, state, or local laws.
- (b) BACT 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 this Agreement.

4. INDEPENDENT CONTRACTOR

BACT is acting as an independent contractor 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 BACT. BACT is responsible for paying all required state and federal taxes.

5. INDEMNITY; DAMAGE TO CITY PROPERTY

- (a) BACT agrees to indemnify and hold harmless CITY, its officers, and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of BACT, its officers, employees, agents, contractors, subcontractors or any officer, agent or employee thereof in relation to BACT's use of CITY facilities pursuant to this Agreement.
- (b) BACT shall not damage or deface the interior or exterior of CITY's theater facility and equipment or the grounds upon which the facility is situated. In the event that during the term of this Agreement, BACT or any of its employees, agents, contractors or invitees violates any of the theater policies and procedures, or damages or defaces the interior or exterior of CITY's theater facility, or the grounds upon which the facility is situated, BACT shall be obligated to reimburse CITY within thirty (30) days after presentation of an invoice for the actual expense of the repair of the damages or defaced facility or grounds. If BACT contests its responsibility for any alleged damage or defacement, the dispute shall be submitted to a neutral arbitrator mutually agreed upon by CITY and BACT. BACT shall not be obligated to reimburse CITY for the actual expense of the repair unless and until an arbitrator determines that BACT was responsible for the damage or defacement.

6. INSURANCE

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

7. CITY REPRESENTATIVE

The Director of Library and Community Services, 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.

8. BACT REPRESENTATIVE

The Executive Artistic Director of BACT shall represent BACT in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of BACT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the BACT representative.

9. NOTICES

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

To CITY: Director of Library and Community Services
CITY OF SUNNYVALE
665 W. Olive Ave
Sunnyvale, CA 94086

To BACT: Bay Area Children's Theatre
Attn: Executive Artistic Director
2162 Mountain Blvd
Oakland, CA 94611

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or phone to accomplish timely communication. However, to constitute effective notice, written confirmation must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

10. ASSIGNMENT

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

11. TERMINATION

- (a) If BACT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY may at its option give BACT written notice thereof and shall give BACT not less than thirty (30) days to cure the default. If BACT fails to cure the default, CITY may immediately terminate the Agreement and shall give prompt written notice of termination to BACT.
- (b) Upon expiration or termination of this Agreement, BACT shall remove all of its property from the theater facility. If BACT fails to do so CITY may store such equipment and property at the expense of BACT and shall have a lien thereon until BACT reimburses CITY for any and all expenses of moving and storage of such equipment. If BACT fails to reclaim its property and equipment within thirty (30) days of storage, CITY shall have the right to sell it and retain the proceeds of sale as reimbursement of expenses.

12. ENTIRE AGREEMENT; AMENDMENT

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

13. MISCELLANEOUS

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

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IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY CLERK

City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

CITY OF SUNNYVALE ("CITY")

By _____
Interim City Manager Date

BAY AREA CHILDREN'S THEATRE
("BACT")

By _____
Nina Meehan, BACT Date

EXHIBIT "A"

INSURANCE REQUIREMENTS

BACT 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 BACT, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance BACT 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.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The BACT 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** policy 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 BACT; products and completed operations of the BACT; premises owned, occupied or used by the BACT; or automobiles owned, leased, hired or borrowed by the BACT. 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 BACT'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 BACT'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 BACT'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.

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

BACT 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.



City of Sunnyvale

Agenda Item

17-1089

Agenda Date: 12/4/2017

Review and Rank Study Issues

Board/Commission Process for Ranking Study Issues

The Study Issues process is designed to assist City Council with setting policy study priorities for the coming calendar year. Board and commission members have two roles in this process:

- To advise Council regarding the identification of policy issues to study (i.e., the generation of study issue ideas for Council's consideration); and
- To advise Council on those issues Council has decided to study.

All procedures must comply with Council Policies [7.2.19 Boards and Commissions](#), [7.3.26 Study Issues Process](#), and Administrative Policy [Chapter 1, Article 15 Boards and Commissions](#). All board and commission members shall adhere to those operational practices and procedures as contained in the *Board and Commission Handbook* prepared by the Office of the City Clerk.

To ensure consistency in approach and practice, all boards/commissions shall use the same ranking process as Council for all proposed Study Issues (described below and captured in Council Policy [7.3.26 Study Issues Process](#)).

Ranking Process

Step 1: Review issues

Staff provides a brief summary of each proposed Study Issue. Any Study Issue ranked by a Board/Commission, must be signed/approved by the City Manager prior to ranking. Boards and commissions shall review and take action on only those issues under their purview, as determined by the City Manager. Items not under the specific purview of a board or commission may be presented to them for "information only".

Step 2: Questions of Staff.

Staff will address questions Commissioners may have regarding each study issue.

Step 3: Public Hearing.

Chairperson opens Public Hearing for public input on any of the issues under consideration. (Note: the Commission may not take action on, or rank any new issue raised by the public for which there is not already a study issue paper developed. Those seeking to raise new issues at this point in the process should be informed that their options are to seek Council sponsorship of their issue or submit it to the Board/Commission for the following year's process.) Chairperson will close the Public Hearing.

Step 4: Determine which issues, if any, will be dropped.

Commissioners may make motions to drop issues from consideration. After the motion is seconded, discussion on each item may ensue. If the motion passes by a simple majority of those present, the Board/Commission will drop the issue. Such action suggests that there is no need to study the issue.

If the Board/Commission votes to drop an issue that was initiated by the Commission that same year, the issue will not be forwarded to City Council for the Council's consideration. If, however, the Commission votes to drop an issue that was not initiated by the Commission - meaning that it was initiated by staff, Council or another Commission - or that had been deferred or fell below the line in the previous year, the issue would be forwarded to Council with a notation that the Commission recommended it be dropped from consideration.

Step 5: Determine which issues, if any, will be deferred.

Commissioners may make motions to defer issues from consideration to a later year. After the motion is seconded, discussion on each item may ensue. If the motion passes by a simple majority of those present, the Commission will not rank the issue. Such action suggests only that the issue is not currently a priority and/or it is not the appropriate time to study the issue.

If the Commission votes to defer an issue that was initiated by the Commission that year, the issue will not be forwarded to City Council for the Council's consideration. . If the Commission votes to defer an issue

that was not initiated by the Commission - meaning that it was initiated by staff, Council or another Commission - or that had been deferred or fell below the line in the previous year, the issue would be forwarded to Council with a notation that the Commission recommended it be deferred from consideration.

Step 6: Commission discussion on issues to be ranked.

Commissioners have the opportunity to speak to the remaining issues to be ranked and to discuss merits and priorities before ranking the remaining issues. No motion is required.

Step 7: Commissioners rank issues individually.

Depending on the number of issues left to rank, the Board/Commission shall utilize one of the following ranking methods:

Simple Majority/Borda Count (for ranking ten or fewer issues) – Commissioners individually and simultaneously rank each of the remaining issues. Rankings are from 1 to the total number of issues, with “1” representing the issue with the highest priority for study. Each number can be used only once (no ties) and each issue must receive a ranking.

Choice Ranking (for ranking eleven or more issues) – the number of items to be ranked is divided by three and each Commissioner is given that many votes. Each Commissioner allocates his or her votes, one each, to different issues. Some issues will receive votes, others may not, depending on the total number of issues and the number targeted for selection. A tally is made for each issue selected. Two-way ties between issues are resolved by quick votes of the group. Multiple ties are resolved in the same manner as before: dividing by three (if four items are tied, for example, each member gets one vote to assign to one of those issues). The issues that receive the most votes are thereby prioritized. If necessary and desired, the process is repeated for the remaining issues (the ones that didn’t get votes the first time).

Regardless of ranking method, all individual Commissioner ranking votes and final Board/Commission rank recommendations will become a part of the official record and shall be made available to the public.

Step 8: Combined ranking determined.

A combined Commission ranking is determined when staff totals the individual ranking from all Commissioners for each issue.

Simple Majority/Borda Count: The issue with the lowest total becomes the Commission’s Priority 1 issue; the next lowest total is Priority 2, etc.

Choice Ranking: The issues that receive the most votes becomes the Commission’s Priority 1 issue; the next lowest total is Priority 2, etc.

Step 9: Tie Breaks

Two-way ties should be resolved by quick hand votes of the Board/Commission.

Three-way (or more) ties should be resolved using a tie break ranking sheet (image at right). The sheet lists all tied issues and the Board/Commission ranks in order, first to last choice. The issues receiving the most votes get the higher priority. This step is repeated if there are multiple ties.

TIE BREAK RANKING SHEET
Board/Commission Member: _____

FIRST TIE BREAK
Please print the study issue number of all that are tied, ranked in order of first to last choice.

First Choice:	
Second Choice:	
Third Choice:	
Fourth Choice:	
Fifth Choice:	
Sixth Choice:	
Seventh Choice:	

Step 10: Acceptance of rankings.

A motion is then made to accept, reject or modify the overall Commission rankings for issues. After the motion is seconded, discussion may ensue. Simple majority is required for passage.

After the Commission Ranking:

Staff input the commission's rankings in the Study Issues system by December 3.

Council will hold a Public Hearing on Study Issues on January 8. The Chair or his/her appointee is encouraged to speak before Council and share the Board/Commission's recommended rankings.

Issues Sponsored AFTER Commission Ranking:

If a study issue is sponsored after the Commission has held its ranking meeting, the issue will identify the paper as "too late to rank" for the B/C. In this instance, Commissioners are able to attend the January Public Hearing, identify themselves as Commissioners, and testify on how they would have voted (as an individual) had this item gone before the Commission (I would have voted to [drop, defer, rank] this item).

Note: There is no proxy ranking: Commissioners must be present to rank study issues.



City of Sunnyvale

Agenda Item

17-1065

Agenda Date: 2/16/2018

2018 COUNCIL STUDY ISSUE

NUMBER

CDD 18-06

TITLE Establishing a “Sponge City”

BACKGROUND

Lead Department: Community Development
Support Departments: Office of the City Manager
Office of the City Attorney
Environmental Services
Public Works
Sponsor(s): Planning Commission
History: 1 year ago: N/A
2 years ago: N/A

SCOPE OF THE STUDY

What precipitated this study?

The Planning Commission reviews development projects on private properties that must include stormwater runoff features as required by state and local laws. In addition to the localized impacts of development on water runoff, the Commission addressed the larger impact of urbanization on the issue.

Reducing stormwater runoff in the built environment to prevent flooding and manage heat is one way to address the changing climate and work towards creating a more sustainable environment. Cities such as Berlin have established requirements for developments to incorporate stormwater management construction techniques such as green roofs and bio swales on both private property and the streetscape to greatly reduce flooding and move towards zero storm water runoff. Designing cities to reduce and reuse water runoff has been compared to creating an environment that absorbs water and releases the water similar to the way a sponge works; hence the use of the term “Sponge City”.

What are the key elements of the study?

This study would explore the feasibility of establishing elements of a “Sponge City” that would, in the long term, move the City towards zero water runoff within the City. This study would identify construction techniques that could be required for private developments and capital improvements and infrastructure to completely capture and retain rainwater within the City with the goal of zero discharge into the San Francisco Bay. This study would be a multi-departmental effort and could include:

- Evaluating General Plan goals and policies regarding stormwater management and possibly

adopting new goals, policies and action statements;

- Exploring “sponge” construction methods, such as green roofs, that could be required for new developments and City facilities to capture and retain stormwater on site;
- Examining the potential benefits of “sponge” construction methods in areas of the City prone to flooding;
- Developing a transition plan to incorporate stormwater management strategies into City parks and install pervious pavement for roads and sidewalks;
- An assessment of the impacts of such changes in construction methods; and
- Estimating the impacts of reduced flooding as well as impacts to the climate in impacted parts of the City.

Estimated years to complete study: 2 years

FISCAL IMPACT

Cost to Conduct Study

Level of staff effort required (opportunity cost):	Major
Funding Required for Non-Budgeted Costs:	\$300,000
Funding Source:	Will seek budget supplement

Conducting this study could require the use of multiple consultants to determine the feasibility of establishing elements of a “Sponge City” and methods of incorporating those elements into City and private infrastructure. The concept of a “Sponge City” is new, and conducting this study will be complex, and therefore a high cost. The funding requirement is an estimate based on limited information because staff has not found examples of this type of effort being completed.

Cost to Implement Study Results

Unknown. Study would include assessment of potential costs, including capital and operating, as well as revenue/savings.

EXPECTED CITY COUNCIL, BOARD OR COMMISSION PARTICIPATION

Council-Approved Work Plan: Yes

Council Study Session: Yes

Reviewed by Boards/Commissions: Sustainability Commission, Planning Commission and Parks and Recreation Commission

STAFF RECOMMENDATION

Drop. This policy issue does not merit discussion at a Study Issues Workshop.

The City currently administers several requirements on new construction and redevelopment projects that limit impervious pavements and aims to reduce stormwater runoff and prevent pollutant discharge from private properties into the City’s storm drain system. Also, the City’s Zoning Code limits the amount of impervious area on private property. And the City’s green building program encourages developments to incorporate design techniques that address climate change, keep rainwater onsite and manage heat.

Additionally, the Municipal Regional Permit (MRP) issued to the San Francisco Bay region by the California Regional Water Quality Control Board includes region-wide stormwater treatment

requirements for private and public new development and redevelopment projects that aim to limit stormwater runoff through low impact development design techniques. These techniques have been developed with the basic principle to design the built environment to remain a functioning part of an ecosystem rather than exist apart from it; LID (low impact development) goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate and detain runoff close to its source. These techniques include onsite rainwater harvesting, green infrastructure, use of pervious paving, swales and bio-retention basins.

The recent update of the MRP (2015) also requires cities to develop Green Infrastructure (GI) Plans to incorporate and implement green infrastructure more expansively in capital improvement projects, such as sidewalk parkstrips, street medians and parks, and to treat stormwater runoff from adjacent roadways and other paved areas. The framework for the City's GI Plan was approved by the City Council on June 20, 2017 (RTC 17-0398), and the final GI Plan is scheduled to come to Council for consideration in April 2019.

Prepared by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Interim Assistant City Manager

Approved by: Kent Steffens, Interim City Manager



City of Sunnyvale

Agenda Item

17-0917

Agenda Date: 2/16/2018

2018 COUNCIL STUDY ISSUE

NUMBER

DPW 17-05

TITLE Orchard Heritage Park and Heritage Park Museum - Analysis and Options for the Long-Term Operations and Maintenance of Orchard Heritage Park and Review of the Sunnyvale Historical Society and Museum Association Proposed Expansion of the Sunnyvale Heritage Park Museum Site

BACKGROUND

Lead: Public Works
Support Departments: Office of the City Manager
Office of the City Attorney
Sponsor(s): City Manager
History: 1 year ago: Ranked Below the Line
2 years ago: N/A

SCOPE OF THE STUDY

What precipitated this study?

In 2015, Council approved Study Issue DPW 15-10, which analyzed the potential of relocating the Butcher House to Orchard Heritage Park. On April 5, 2016, staff presented Council with three alternatives which included locating the Butcher House within the orchard, locating the Butcher House to the lawn area across from the museum, or not relocating the Butcher House (RTC 16-0182 Attached). Council discussed the alternatives and members of the public spoke regarding the various options. Representatives of the museum also spoke and clarified that they would only proceed with moving the Butcher House if it was relocated to their preferred location in the orchard. A motion to relocate the Butcher House within the orchard (the location preferred by the Historical Society) failed on a 3-3 vote.

Since the Sunnyvale Historical Society and Museum Association (SHSMA) indicated they would not support moving the Butcher House to the lawn area across from the museum, Council requested staff to meet with them and see if any other options were available to relocate the Butcher House to Orchard Heritage Park without removing any apricot trees. Staff held a meeting with the SHSMA on May 3, 2016, and the SHSMA reiterated they did not support moving the Butcher House anywhere else except for in the orchard because it does not align with their vision of expanding the museum grounds to Michelangelo Drive. On July 26, 2016, the City Council rescinded its previous Council action and took action to not relocate the Butcher House.

On multiple occasions Council also expressed concern and interest regarding the long-term viability of the orchard, and the development of a plan for future operations and maintenance. It would be most appropriate to combine both these items into one study, as each decision would affect the other.

What are the key elements of the study?Orchard Operations and Maintenance

The Council has expressed interest in analyzing options for the future operations and maintenance of the Orchard. The Orchard is currently maintained by volunteer work and no long-term operational plan has been developed.

Expansion of the Sunnyvale Heritage Park Museum Site

The SHSMA expressed interest in exploring the possibility of expanding the museum grounds at Orchard Heritage Park further east to Michelangelo Drive. The purpose of the expansion would be to accommodate additional items such as exhibits, historical structures, a windmill and ultimately creating one cohesive location including the orchard. The expansion will require the removal of trees in the orchard.

Study

If approved, this study would engage the community, stakeholders, and current operators and volunteers to:

1. Identify long-term options for operating and maintaining the orchard.
2. Review concepts to expand the current Museum facility, including the identification of boundary limits.

Staff would hire a consultant to develop multiple site plan concepts, identify utility needs, review CEQA, assess potential costs, and complete a community engagement process.

Estimated years to complete study: 2 years

FISCAL IMPACT**Cost to Conduct Study**

Level of staff effort required (opportunity cost):	Major
Funding Required for Non-Budgeted Costs:	\$350,000
Funding Source:	Will seek budget supplement

The cost is for consultant services that are necessary to complete the work effort. The consultant team will require many different levels of expertise including land use, engineering, environmental, economics, and community outreach. Staff would be responsible for managing the project, which includes developing a scope of work, hiring a consultant, managing the consultant, reviewing all work products, participating in all necessary public outreach as well as presentations to commissions and City Council. There has been significant public feedback with regards to the orchard and museum and staff anticipates that this effort will require a community engagement process beyond what is required for a typical Study Issue.

Cost to Implement Study Results

Unknown. Study would include assessment of potential costs, including capital and operating, as well as revenue/savings.

EXPECTED CITY COUNCIL, BOARD OR COMMISSION PARTICIPATION

Council-Approved Work Plan: No

Council Study Session: No

Reviewed by Boards/Commissions: Parks and Recreation Commission

STAFF RECOMMENDATION

Defer. This policy issue merits discussion at a future Study Issues Workshop.

In 2016, there was a significant amount of discussion regarding the orchard and museum. However, at this time the immediate improvements that the Council prioritized are underway and overall the orchard and museum are both functioning as envisioned. The orchard continues to be well maintained and is an asset to the City. The museum is also a City asset, and staff is moving forward with relocating the City maintenance facility and constructing permanent improvements to further enhance the site. The development of an overall vision and a plan for future operations and maintenance may provide benefits to guide future decisions and staff recommends considering this policy issue at a future Study Issues Workshop.

Prepared by: Craig Mobeck, Interim Director, Public Works

Reviewed by: Teri Silva, Interim Assistant City Manager

Approved by: Kent Steffens, Interim City Manager

ATTACHMENT(S)

Report to Council 16-0182



City of Sunnyvale

Agenda Item

17-1094

Agenda Date: 2/16/2018

2018 COUNCIL STUDY ISSUE

NUMBER

ESD 17-01

TITLE Eliminate the Use of Chemical Pesticides on City Owned or Leased Property

BACKGROUND

Lead Department: Environmental Services
Support Departments: Office of the City Manager
Office of the City Attorney
Public Works
Library and Community Services
Sponsor(s): Sustainability Commission
History: 1 year ago: Ranked Priority C
2 years ago: N/A

SCOPE OF THE STUDY

What precipitated this study?

The Sustainability Commission raised concerns that using chemicals to control weeds and pests may contaminate water and soil leading to negative long-term impacts to human health, and non-targeted species (e.g., bees, aquatic life, birds, pets, and beneficial insects). Other cities in the region are investigating elimination of pesticides in city parks (Reference [Menlo Park action in Fall 2015](http://www.menlopark.org/documentcenter/view/7894) [<http://www.menlopark.org/documentcenter/view/7894>](http://www.menlopark.org/documentcenter/view/7894)).

What are the key elements of the study?

The purpose of this study is to evaluate the effectiveness of the City's current Integrated Pest Management Policy, levels of pesticide use on City property, assess community support for eliminating pesticide use on City property, and identify the potential impact on City operations. Additionally, the study will also consider opportunities for educating residents about chemical pesticide alternatives.

Key study elements include:

- Identify current costs to the City for purchasing and applying pesticides (i.e., insecticides, herbicides, fungicides, & rodenticides) that are covered in the Integrated Pest Management Plan (IPM). Separately identify costs of "Pesticides of Concern" and other chemical pesticides (for example glyphosate) used that are not on the 'concern' list. Identify expected net costs of further reducing and eliminating all pesticide use on City property (increased cost of mechanical weed removal, physical barriers, etc. as prescribed in the IPM plan minus savings from not purchasing pesticides).
- Identify benefits to community and environment. These will not be monetized since it is

beyond the scope of this study to assess the value of environmental benefits.

- Identify cost of a pilot study in selected parks or City properties to measure costs/savings in a real application.
- Study cost of implementing a public outreach program to encourage pesticide elimination at homes, schools and businesses and provide information on alternative control means.
- Through a survey of residents and businesses, identify level of awareness and concern by the public on this topic and the desire for the City to devote attention to further pesticide reduction and eventual elimination.
- Benchmark and monitor progress of other cities in the region who have undertaken similar actions.
- Review the City's IPM Plan (effective June 1, 2010) and consider cost/benefit to add:
 1. Public notification prior to the application of pesticides in public areas;
 2. Reporting measures to allow the public to be informed on the quantities of each chemical pesticide used by the City (or associated contractors) on an annual basis; and
 3. Annual targets for reduction of pesticide use down to zero.

Estimated years to complete study: 1 year

FISCAL IMPACT

Cost to Conduct Study

Level of staff effort required (opportunity cost):	Major
Funding Required for Non-Budgeted Costs:	\$100,000
Funding Source:	Will seek budget supplement

The Study will be completed with existing staff time and additional consultant services. DPW is responsible for landscape management including the application of pesticides and herbicides on City property. ESD, with support from DPW, will take the lead in evaluating the public outreach aspects of the study and complete a survey of residents and businesses. The consultant with management from ESD and support from DPW staff will survey and monitor what other cities in the area have undertaken for similar projects, complete a cost analysis for current practices and possible changes, identify options for a pilot project and costs associated with it. The cost does not anticipate a time-in-motion study to estimate potential cost impacts of chemical alternatives such as mechanical weed removal. The determination of the net cost impact of chemical alternatives, as identified in the study scope, would be estimated based on research of cost impacts experienced by the benchmarked communities. Additional funding beyond the \$100,000 would be needed to conduct time-in-motion studies and such costs will be included in the development of the potential pilot project to measure costs/savings in a real application as identified in this Study Issue.

Cost to Implement Study Results

Unknown. Study would include assessment of potential costs, including capital and operating, as well as revenue/savings.

EXPECTED CITY COUNCIL, BOARD OR COMMISSION PARTICIPATION

Council-Approved Work Plan: No

Council Study Session: No

Reviewed by Boards/Commissions: Sustainability, Parks and Recreation

STAFF RECOMMENDATION

Support. This policy issue merits discussion at the 2018 Study Issues Workshop.

The City's current IPM policy has been in place since 2010. City maintenance staff receives annual training on the IPM policy and contractors are required to also comply with the policy when working on City property. In accordance with the IPM policy, pesticides are used only after other controls have been considered and applied. Additionally, the City provides education on IPM at environmental outreach events and participates in regional educational campaigns and hosts sustainable landscaping classes in partnership with the Bay Area Water Supply and Conservation Associate in spring and fall. While staff believes that the City's IPM Policy has been effective and overall use of pesticides of concern is minimal, staff supports the study and an evaluation of program.

Prepared by: Melody Tovar, Interim Director, Environmental Services

Reviewed by: Teri Silva, Interim Assistant City Manager

Approved by: Kent Steffens, Interim City Manager



City of Sunnyvale

Agenda Item

17-1153

Agenda Date: 12/4/2017

Review Draft 2018 Work Plan Calendar

2018 Draft Master Work Plan

Parks and Recreation Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 17	<ul style="list-style-type: none"> • Brown Act Review • Master Plan for Public Art (Joint meeting with Arts Commission)
February 14	<ul style="list-style-type: none"> • Musical Playground • Park Dedication Fund
March 14	<ul style="list-style-type: none"> • Volunteer Program Overview • New Park at the Vale
April 11	<ul style="list-style-type: none"> • Study Issue Overview • Sister City Relationship
May 9 or 16	<ul style="list-style-type: none"> • Review Recommended Budget (Joint meeting with Arts Commission)
June 13	<ul style="list-style-type: none"> • Recognition of Service • Washington Community Swim Center Update
July 11	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
August 8	<ul style="list-style-type: none"> • Age Friendly Cities and Communities
September 12	<ul style="list-style-type: none"> • Capital Improvement Projects Update
October 10	<ul style="list-style-type: none"> • Review 2019 Draft Master Work Plan • Magical Bridge Update
November 14	<ul style="list-style-type: none"> • Final month to approve 2019 Master Work Plan • Animal Assisted Happiness Update
December 12	<ul style="list-style-type: none"> • Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date