



City of Sunnyvale

Notice and Agenda

Parks and Recreation Commission

Wednesday, December 11, 2019

7:00 PM

Neighborhood Room - Recreation Center,
Sunnyvale Community Center, 550 E.
Remington Dr., Sunnyvale, CA 94087

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 [19-1013](#) Approve the Parks and Recreation Commission Meeting Minutes of November 13, 2019

Recommendation: Approve the Parks and Recreation Commission Minutes of November 13, 2019 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 **19-1241** Recommend the City Council Approve an Agreement Between the City of Sunnyvale, the Sunnyvale School District, and Fremont Union High School District for the Development and Operation of the Lakewood Branch Library and Learning Center at Lakewood Elementary School

Recommendation: Alternative 1: Recommend that the City Council approve an Agreement with the Sunnyvale School District and Fremont Union High School District for a Joint Use Lakewood Branch Library and Learning Center at Lakewood Elementary School.

- 3 [19-0995](#) Annual Review of Code of Ethics and Conduct for Appointed Officials

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

- [19-1243](#) Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2020

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

-Staff Comments

INFORMATION ONLY REPORTS/ITEMS

- [19-1219](#) 2020 Master Work Plan

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 Community Services Administration 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 Community Services Administration at (408) 730-7336. 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

19-1013

Agenda Date: 12/11/2019

SUBJECT

Approve the Parks and Recreation Commission Meeting Minutes of November 13, 2019

RECOMMENDATION

Approve the Parks and Recreation Commission Minutes of November 13, 2019 as submitted.



City of Sunnyvale

Meeting Minutes - Draft Parks and Recreation Commission

Wednesday, November 13, 2019

7:00 PM

Neighborhood Room - Recreation Center,
Sunnyvale Community Center, 550 E.
Remington Dr., Sunnyvale, CA 94087

CALL TO ORDER

Chair Kenton called the meeting to order at 7 p.m. in the Neighborhood Room at the Community Center, Recreation Building.

SALUTE TO THE FLAG

Chair Kenton led the salute to the flag.

ROLL CALL

Present: 5 - Chair Ralph Kenton
Vice Chair Prakash Giri
Commissioner Henry Alexander III
Commissioner Lauren DeCarlo
Commissioner Mike Michitaka

Council Liaison Melton (present)

City Staff present:

Jim Stark, Superintendent of Parks and Golf

Jennifer Acuna, Administrative Analyst

Jackie Davison, Administrative Aide

PRESENTATION

[19-0893](#) PRESENTATION - State of the City Review

Administrative Analyst, Jennifer Acuna gave a presentation and showed a short video on the 2019 State of the City. Highlights included Mayor's State of the City Address, Community Awards Presentation, event overview, booths, art and other activities, live muralists, chalk art and entertainment.

Commissioners inquired and Ms. Acuna or City staff responded:

- Do you have information on the ice rink? It is scheduled to open on November 22. Additional information can be found in the Superintendent Report.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

[19-0084](#) Approve the Parks and Recreation Commission Meeting Minutes of October 9, 2019

Commissioner Alexander III moved and Chair Kenton seconded the motion to approve the Parks and Recreation Commission Meeting Minutes of October 9, 2019 as submitted. The motion carried by the following vote:

Yes: 4 - Chair Kenton
Vice Chair Giri
Commissioner Alexander III
Commissioner DeCarlo

No: 0

Abstain: 1 - Commissioner Michitaka

PUBLIC HEARINGS/GENERAL BUSINESS

[19-0894](#) Review and Approve Parks and Recreation Commission 2020 Master Work Plan

Superintendent of Parks and Golf, Jim Stark, provided the Commission with a brief overview of the 2020 Master Work Plan.

Commissioners inquired and Superintendent Stark, Council Liaison Melton or City staff responded:

- Could you elaborate on what the Urban Forest Management Plan and Capital Improvement Project Updates entail? Superintendent Stark provided an explanation.

- Could we get an update on the Magical Bridge? Yes, we will add that to the March Capital Improvement Update.

- Do we review operation and budget? Yes, that is provided at the May 20 meeting.

- Do we review Capital budget too? Yes.
- Does Capital include pools? Yes.
- Can we review long term plan with Parks? That is part of the budget review. Superintendent Stark offered to provide the current document with the Commissioners.
- Can we get an update on the Branch Library? Yes, an informational only update can be provided.
- Staff recommended rewording the Update - Study Issues to Study Issues Update (Citywide)

Vice Chair Giri moved and Commissioner Michitaka seconded to approve the 2020 Master Work Plan as amended with adding Magical Bridge update to March, Branch Library Update (Info Only) to April and updating the Update - Study Issues wording.

Yes: 5 - Chair Kenton
Vice Chair Giri
Commissioner Alexander III
Commissioner DeCarlo
Commissioner Michitaka

No: 0

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

[19-1150](#)

Review Draft Study Issue Paper: Evaluate Feasibility of Sunnyvale LCS Hosting Pet Parade Event Annually

Commissioners asked and Superintendent Stark responded:

- How was study issue funding decided. It is a historic ballpark.

The commission noted that staff presented the study issue in the correct way and are ready to move the paper forward.

[19-1151](#)

Review Draft Study Issue Paper: Evaluate Feasibility of Dog Off-Leash Hours at Select Sunnyvale Park(s)

Commissioners asked and Superintendent Stark, staff or Council Liaison responded:

- Any specific parks in mind? That will be part of the study.
- What about dogs off-leash at schools? That will be part of the study.

Chair Kenton invited the public to speak on 19-115. Four members of the public spoke regarding allowing dogs off-leash in parks:

- Norman Nelson
- Paul Besser
- Eric Tuttle
- Cynthia Hayes-Rupp

An additional six community members were in attendance in support of off leash areas in parks.

Vice Chair Giri asked if we could add information in the paper about a potential pilot. Staff noted that we could and clarified the area. Other than this, which will be updated, the commission noted that staff presented the study issue in the correct way and are ready to move the paper forward.

[19-1152](#)

Review Draft Study Issue Paper: Assessment of Needs for Additional/Expanded Outdoor Racket Sports Programs and Facilities

Commissioners discussed timeline and wondered if scope was too large and if should separate. They also discussed what the desired end result was. After discussion and finalizing the end result, the commission noted that staff presented the study issue in the correct way and are ready to move the paper forward.

Council Liaison Melton gave a recommendation to remove the word racket, as cricket was not a racket sport. Staff noted that that change would be made throughout the paper.

19-1087

Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2020

No action was taken. This is a standing item.

NON-AGENDA ITEMS & COMMENTS**-Commissioner Comments**

None.

-Staff Comments

Superintendent Stark passed out the Superintendent's Report and provided information on the following:

- Plaza del Sol (Phase 2): had a walk-through with the consultant on and scheduled the first outreach meeting for December 10. There will be two or three more meetings, then, information will be brought to the commission and then council.

- AMD Project: A part of the in-lieu fees, the City will be getting a new 6.5 acre park. Facilities at park will include: a dog park, picnic area, concrete track around the grass and a multi-functional top. All outreach meetings have been concluded and it is anticipated that this item will come to the Commission in February 2020 as an advisory role to Council.

- 2020 Meetings: The commission meeting will be moving to the Laurel Room at the Senior Center starting in January 2020.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:09 p.m.



City of Sunnyvale

Agenda Item

19-1241

Agenda Date: 12/11/2019

REPORT TO PARKS AND RECREATION COMMISSION

SUBJECT

Recommend the City Council Approve an Agreement Between the City of Sunnyvale, the Sunnyvale School District, and Fremont Union High School District for the Development and Operation of the Lakewood Branch Library and Learning Center at Lakewood Elementary School

BACKGROUND

In July, 2012, the Council held a special joint session with the Board of Library Trustees to study future options for the Library and Civic Center. Staff was directed to explore the construction of a Branch Library at Lakewood Park. The following are a few of the elements that contributed to that decision:

1. Lakewood is the only area in the City where residents must travel more than two miles to access a public library (Attachment 3).
2. Highway 101 serves as a distinct barrier between the Lakewood neighborhood and adjacent neighborhoods.
3. Lakewood has the second lowest percentage of library card holders of any city neighborhood.
4. Significant growth in residential units in the Morse/Tasman Industrial area was anticipated.
5. The Lakewood neighborhood has diverse demographics that reflect inequities in income, educational attainment and access to services. Moreover, Lakewood Elementary School is a Title 1 school which means that at least 40% of the student population qualifies for free or reduced lunch.

In the initial 2012 discussion of a Branch Library, it was anticipated that proceeds from the sale of Raynor Activity Center would be available to fund the project. However, the sale of Raynor Activity Center was delayed due to a lawsuit and funding was not initially available.

The “Lakewood Branch Library and Learning Center” Concept

In June 2016, the Raynor Activity Center lawsuit was resolved and funding became available for the Branch Library project. In July 2016, staff provided an informational memo to Council (RTC No. 16-0605) with an update on the Branch Library project and a recommendation to defer the Fair Oaks Park Project to prioritize and align multiple projects scheduled for Lakewood Park. These projects included the Branch Library, the Lakewood Park Renovation and Enhancement Project, the Demolition of Lakewood Pool Project and Renovation of the Lakewood Park Building. In taking this action to consolidate projects, the vision for a stand-alone Branch Library was redefined to become a Lakewood Branch Library and Learning Center that would serve as a primary resource for literacy, learning and wellness activities for the residents of north Sunnyvale.

The original assumptions for the Branch Library project in 2012 included:

1. A ten to twelve thousand square foot facility; (the building size was increased to seventeen thousand square feet during the FY 16/17 capital project cycle);
2. A level of service equal to 42 hours a week with no services on Friday or Saturday (currently staff is proposing 48 hours per week, closed on Sunday);
3. Limited staff with support from the Main Library on a rotational basis;
4. Construction of a Branch Library within the existing City-owned park, or joint-use field area on Sunnyvale School District (SSD) property; and,
5. Funding would come from the proceeds of the sale of the Raynor Activity Center.

In December 2016, staff initiated a discussion with SSD to determine whether the joint investment and decision-making process that is part of the City's and SSD's successful collaboration at the Columbia Neighborhood Center could be replicated in the Lakewood Branch Library and Learning Center project to leverage resources and enhance the project scope. These discussions proved to be fruitful and resulted in a commitment from the SSD to work with the City in the completion of a feasibility study.

Feasibility Study

The Council approved the concept of a feasibility study at its February 7, 2017 meeting (RTC No. 17-0072).

The desired outcomes of the feasibility study were:

1. Determine if a partnership was viable by:
 - a. Defining the value and benefit for each partner's constituencies
 - b. Defining the framework for governance and operational model (including the contributions of each partner)
 - c. Confirming that a proposed project site could successfully accommodate the partnership model for a Lakewood Branch Library and Learning Center
2. Understand conceptual total project costs;
3. Identify remaining decision points of mutual interest;
4. Gather data to inform subsequent public outreach processes; and
5. Gather data to inform the Lakewood Park Renovation and Enhancement Project scope and budget.

Approval to Negotiate a Memorandum of Understanding

On January 7, 2018, the Parks and Recreation Commission and the Board of Library Trustees held a joint meeting to review the results of the feasibility study and recommended the Council approve negotiating with both SSD and the Fremont Union High School District (FUHSD) an agreement for the construction and operation of the Lakewood Branch Library and Learning Center. FUHSD had been investigating ways to improve services in North Sunnyvale since the closure of Sunnyvale High School and asked to participate in the partnership during this time.

At this joint meeting, the Parks and Recreation Commission and the Board of Library Trustees also supported staff undertaking outreach activities to gather input on the one-story and two-story options for the building suggested in the feasibility study. Community input on potential building options occurred after the most feasible options were identified in the feasibility study. A Tabling Event was held at Lakewood School on April 26, 2018. More than 50 people attended, providing a wide variety of feedback, generally indicating that a single-story facility would be preferred (Attachment 4).

Following the community input, staff from the school districts and the City began negotiating the terms of the Agreement. FUHSD approved the Agreement at their regular meeting on December 3, 2019. SSD is scheduled to approve the Agreement at their regular meeting on December 12, 2019. The Council is scheduled to consider the Agreement on January 14, 2020.

EXISTING POLICY

CC-7.2a: Study the space needs of the Library as the population grows and diversifies and recommend the most appropriate configuration for services and facilities.

CC-10.6: Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities and services, to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

CC-12: Maximum access to recreation services, facilities and amenities. The City strives to maximize access to all services, facilities and amenities.

LT-8.7: Conduct a cost/benefit analysis to determine whether the general community would be well-served during non-school hours by capital improvements to school-owned open space and/or recreational facilities. The cost/benefit analysis should consider ongoing maintenance costs and responsibilities. When it is determined that the community would be well-served by the capital improvement, the City will consider funding a share of the costs of those improvements proportionate to the City's use.

LT-8.8: Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreational facilities based on community need and through such strategies as development of easements and right-of-way for open space use, conversion of sites to open space from developed use of land and land banking.

ENVIRONMENTAL REVIEW

Appropriate environmental review for the Lakewood Branch Library and Learning Center will be completed when the Council decides to move forward with the project and the project reaches the level of design needed to move forward with the environmental review.

DISCUSSION

Philosophy, Approach and Space Programming

The Sunnyvale Public Library is a service-driven organization that operates in a continually evolving and increasingly diverse 21st Century environment where critical thinking, collaboration, creativity, cross-cultural understanding and technology are hallmarks of a learning environment.

The proposed Lakewood Branch Library and Learning Center at Lakewood Elementary is intended to serve as modern library - a place for the community to gather, to learn, to experience and to share in the development of lifelong learning and capacity-building activities.

The building is proposed to be located on SSD property, on the site of the unused and closed Lakewood Pool, providing the least impact to existing open space in Lakewood Park at just under two acres. Additionally, the use of existing shared parking preserves open space. Renovation of Lakewood Park will occur following the construction of the Branch Library. The park project's anticipated scope will include: replacement of City athletic fields with synthetic turf, renovation of the existing park building (including restrooms), pathways, lighting, and planting material. Community input on the park renovations is planned as part of the design scope for the park renovation.

The new building's space program of approximately 20,000 square feet includes: approximately 20,000 square feet of space to be operated by City as a Branch Library. The building includes a community room for recreation classes, plus two rooms totaling approximately 2,400 square feet for primary use by SSD and FUHSD. Additional square footage has been included to account for non-assignable square footage such as circulation and restrooms.

Summary of Terms and Conditions

In the proposed Agreement, SSD and (FUHSD) would agree to:

- Lease the project site from SSD to the City for a period of 50 years with an option of an additional 25 years for a total cost of \$1 over the term of the lease;
- Each School District will contribute \$3 million towards the cost of construction of the facility. These contributions are fixed, regardless of the final cost of construction. The City will be responsible for any costs that exceed the current estimated project cost of \$28,341,211;
- SSD will contribute a 10% share of a pro-rata portion of ongoing operations, three staff positions and maintenance costs of the facility. FUHSD will contribute 15%;
 - Design of the project must meet Division of State Architecture standards for buildings located on school property; and
- A joint task force, like the City's current arrangement at the Columbia Neighborhood Center and Columbia Middle School, will provide oversight and guidance to operations of the facility.

The Districts will receive priority use of approximately 2,400 square feet of partner space at the Lakewood Branch Library and Learning Center.

The Fremont Union High School District Board of Trustees acted upon the agreement at their regular meeting on December 3, 2019. The Sunnyvale school District Board of Trustees is scheduled to act on the agreement at their regular December meeting on December 12, 2019.

Next Steps

Staff estimates that the design phase of the project (including environmental review) will begin three months after all parties approve the agreement and is anticipated to take approximately eighteen months, commencing April 2020. Community input will occur in the earlier part of the design phase. Construction is currently anticipated to start Spring 2022 and be completed in late 2023. Grand Opening target date is late 2023 or early 2024.

FISCAL IMPACT

The current City estimated project cost for design and construction of the project is \$28,341,211

(Attachment 2). The FY 2019/20 Budget includes \$20,787,180 for this project, not including the \$6 million contribution from the districts. The Friends of the Sunnyvale Library have also committed \$500,000 toward construction. Once the final design and agreements are completed, staff will bring a Budget Modification to City Council for consideration.

Current estimates for the operating budget, based on an assumption of a 48 hour per week schedule, not adjusted for 2024 inflation, show a total annual operating cost of \$1,450,291. Following reallocation of current Library resources and deduction of partner contributions by Sunnyvale School District (\$77,729) and Fremont Union High School District (\$116,593), additional annual allocation needed will be \$226,839. Staff plan to request this allocation in the General Fund budget process for FY 2023/24, which could potentially be offset through the use of the Service Level Set-aside funding included in the FY 2019/20 Budget. The current ongoing set aside is approximately \$1M per year. (The draft operating budget is included as Exhibit G to the Agreement, Attachment 2).

PUBLIC CONTACT

Public contact was made through posting of the Parks and Recreation 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.

ALTERNATIVES

1. Recommend that the City Council approve an Agreement with the Sunnyvale School District and Fremont Union High School District for a Joint Use Lakewood Branch Library and Learning Center at Lakewood Elementary School.
2. Recommend that the City Council not approve an Agreement for a Joint Use Lakewood Branch Library and Learning Center at Lakewood Elementary School.

RECOMMENDATION

Alternative 1: Recommend that the City Council approve an Agreement with the Sunnyvale School District and Fremont Union High School District for a Joint Use Lakewood Branch Library and Learning Center at Lakewood Elementary School.

Prepared by: Cherise Brandell, Director, Library and Community Services

Reviewed by: Tim Kirby, Director, Finance

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Agreement Between the City of Sunnyvale, Sunnyvale School District and Fremont Union High School District for the Development and Operation of the Lakewood Branch Library and Learning Center at Lakewood Elementary School (with Exhibits A - G)
3. Map of 2-Mile Service Radius to Local Libraries
4. Verbatim responses from April 26, 2018 Tabling Event

ATTACHMENT 1

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

**AGREEMENT BETWEEN THE CITY OF SUNNYVALE,
SUNNYVALE SCHOOL DISTRICT AND
FREMONT UNION HIGH SCHOOL DISTRICT
FOR THE DEVELOPMENT AND OPERATION OF THE
LAKEWOOD BRANCH LIBRARY AND LEARNING CENTER AT
LAKEWOOD ELEMENTARY SCHOOL**

This Agreement is made and entered into this ____ day of _____, 2020 by and between the City of Sunnyvale, a chartered municipal corporation (“City”), the Sunnyvale School District of Santa Clara County (“SSD”), and Fremont Union High School District (“FUHSD”). City, SSD, and FUHSD may be collectively referred to in this Agreement as the “Parties,” and SSD and FUHSD may be collectively referred to as the “Districts.”

RECITALS

- A. The Parties share common objectives to support the positive development of youth; to expand access for persons of all ages to programs and services that foster creative expression, education, skill development and personal enrichment and to create opportunities for community engagement that contribute to healthy living and stronger neighborhoods.
- B. FUHSD and SSD provide children in the City with public education services from grades preschool through 12th grade, including before- and after school programs, classes supporting life-long learning opportunities for youth and adults, career and technical training, and employment skills.
- C. Over the past twenty-five years, the City and SSD have successfully collaborated in the development and operation of the Columbia Neighborhood Center ("CNC"), a school-based family resource center, to provide a variety of important services for the benefit of the students of Columbia Middle School, the residents of the adjacent neighborhood, and all residents of the City.
- D. Based in part on the success of the CNC and additional community needs, the Parties believe that they can achieve their common objectives by undertaking the collaborative planning, construction and operation of the Lakewood Branch Library and Learning Center (“LBLLC”), a joint-use branch library and learning center at Lakewood Elementary School in North Sunnyvale that would be available to students, faculty, staff, and the general public for community purposes.
- E. A partnership between the City, SSD, and FUHSD, the LBLLC is envisioned as a community hub and gathering place for the Sunnyvale community that supports the positive development of youth; fosters creative expression, academic success, personal enrichment and healthy living for persons of all ages; and promotes opportunities for the community to be actively involved in shaping the quality of life in their neighborhood.

- F. In entering this cooperative agreement for the provision and maintenance of LBLLC programs, facilities and services, the Parties seek to create a continuum of services that are responsive to the needs of a diverse and continually evolving population that can best be served collectively.
- G. Section 10900 et seq. of the California Education Code authorizes and empowers cities and school districts to cooperate with one another to organize, promote and provide community recreation programs. Education Code Section 17050 specifically authorizes school districts to enter into contracts with the county, or other appropriate entity having responsibility for the provision of public library services, in which the district is located for the purpose of operating a joint-use branch library and learning center at a school site owned by the district.
- H. The Parties wish to develop and manage the LBLLC in accordance with the principles contained in this Agreement and such additional policies and procedures as may be developed, for the purpose of enhancing the services and facilities that might be offered by each party individually.
- I. The Parties are separate government agencies and will be using separate sources of funding for their respective contributions to Project costs. The Parties desire to cooperate to comply with the legal requirements for their separate sources of funds.
- J. The Parties also desire to set forth their respective rights, duties, obligations and procedures to facilitate cooperation concerning the contributions for construction, maintenance and operation of the LBLLC, and provisions for joint use of the LBLLC, including the method for sharing capital and operating costs, the Parties' relative responsibilities for the operation and staffing of the center, and other terms pertinent to the construction, operation, and use of the LBLLC.

NOW, THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the City, SSD, and FUHSD agree as follows:

1. PURPOSE AND OBJECTIVES OF THE AGREEMENT.

The purpose of this Agreement is to set forth the terms and conditions for the timely and efficient coordination of the Parties' resources in the establishment of the LBLLC. The objectives of this Agreement include:

- a. Providing for the design, construction and funding of the LBLLC on land owned by SSD to be leased to the City; and
- b. Defining the Parties' relative responsibilities for the operations, maintenance and use of the LBLLC.

2. LBLLC DESCRIPTION.

The LBLLC will be a joint use facility of approximately 20,000-square feet, more or less, to be constructed on the grounds of SSD's Lakewood Elementary School, 750 Lakechime Drive, Sunnyvale, California 94089 (the "Site"). The portion of the Site dedicated to the construction of the LBLLC is shown as Exhibit A – General Location of LBLLC. The Parties intend that the LBLLC will be constructed as generally depicted in Exhibit B– Center Elements attached hereto, in accordance with plans and specifications to be developed by City as described in section 4 of this Agreement and approved by the Parties and the Division of the State Architect as described herein.

3. JOINT LBLLC TASK FORCE AND LEADERSHIP TEAM.

- a. Joint Task Force Established. The Parties hereby form a Joint Task Force (the "LBLLC Task Force") to provide for development of programming supportive of Districts' school programs and needs and operation and oversight of the LBLLC to ensure that the Parties are coordinating services in furtherance of the goals set forth in section 1 of this Agreement.
- b. Task Force Members. The LBLLC Task Force shall consist of teams appointed at the discretion of the City Manager and Districts' Superintendents from time to time, which may, but are not required to include the following representatives:
 - (1) For City:
 - ☐ Assistant City Manager or Designee
 - ☐ Director of Library and Community Services
 - ☐ Director of Public Safety or Designee
 - ☐ Supervising Librarian assigned to LBLLC
 - (2) For SSD:
 - ☐ Superintendent of Schools or Designee
 - ☐ Director of Special Education and Pupil Personnel
 - ☐ Principal of Lakewood Elementary School
 - ☐ Library & Media Instructional Coach
 - (3) For FUHSD:
 - ☐ Superintendent or Designee
 - ☐ Associate Superintendent
 - ☐ Principal of Adult School
- c. Additional Members. Additional members may be appointed as determined appropriate by the City Manager and Superintendents of SSD and FUHSD. In making appointments, the City Manager and Superintendents will consider factors relevant to efficient and effective operation of the LBLLC, such as continuity and relevant programmatic knowledge or experience.

- d. Role of the LBLLC Task Force. The LBLLC Task Force shall act in coordination with City's Supervising Librarian assigned to LBLLC, and make recommendations to relevant approval authorities of each Party related to the programs and services to be provided at the LBLLC that are supportive of the local community, including school-age youth, as further described in Section 9 hereof.
- e. Evaluations of LBLLC Programs and Objectives. Each year, the LBLLC Task Force shall submit a written report to the City Manager and Superintendents of SSD and FUHSD relative to the operation of the LBLLC.

4. DESIGN AND CONSTRUCTION OF LBLLC.

- a. Design and Construction. The City shall be fully responsible for the design and construction of the LBLLC and for entering into all agreements required for, and relating to, the construction of the LBLLC, including but not limited to engaging an architect, construction contractor and manager, and other experts as necessary (including, but not limited to, civil engineers, geotechnical engineers, CEQA consultants, and legal counsel) with respect to the planning, and ultimate construction, of the LBLLC; provided, however, that SSD shall hire the Inspector of Record and any other contractors necessary to meet inspections on the DSA approved DSA-103 form, and coordinate with the City's project manager to avoid duplication of services. The cost of hiring such contractors by SSD shall be reimbursed by City within thirty (30) days of receipt of an invoice from SSD.
- b. Design Requirements. The LBLLC shall be an approximately 20,000-square foot building, more or less, comprised of approximately 17,600 square feet of space to be operated by City as a branch library (the "Library"), plus two rooms of approximately 2,400 total square feet for primary use by SSD and FUHSD (the "Partner Space") as further described in section 9 of this Agreement. City shall also construct external improvements necessary or desirable for the operation of the LBLLC, which shall include vehicle parking areas, access, and landscaping. The LBLLC shall comply with the requirements of the Division of State Architect (DSA), including all special inspections required by DSA, with all the appropriate submittals and approvals.
- c. Design Approval. SSD and FUHSD shall review and approve the LBLLC plans and schedules prior to submittal to DSA for approval through their respective project representatives designated pursuant to section 4(e). Floor plans, exterior elevations, colors, and layouts must coordinate with the Lakewood Elementary School. SSD and FUHSD shall be provided a full size set of construction drawings at the 50% design development, 100% design development, 50% construction documents, and 100% construction documents phases of design as well as a conforming set of plans with all pre-bid addenda. The documents shall be provided to SSD in hard copy and electronic form. SSD and FUHSD shall provide written comments and approvals within two weeks of being provided design information and plans for review and City will provide written responses to all written comments from SSD and FUHSD. SSD and

FUHSD agree that if no review comments are provided to City within two weeks, that design submittal is considered approved.

- d. Project Approvals. City shall be responsible for obtaining all necessary approvals and permits for construction of the LBLLC, except that SSD shall cooperate with City to obtain approval by DSA of the LBLLC plans and specifications, and any other project -related items required by DSA, including entering into contracts as described above in subsection (a).
- e. Project Coordination during Design and Construction. City shall assign a single Project Manager who shall have overall responsibility for the progress and execution of design and construction of the LBLLC. SSD and FUHSD shall each name a single point of contact that will serve as a liaison to the City during the design and construction of the LBLLC (the “District Liaisons”). District Liaisons shall be invited to all regularly scheduled construction project meetings. The role of the District Liaisons will be to facilitate review by SSD and FUHSD, which shall not be unreasonably withheld or delayed. The Parties agree to fully cooperate on issues relating to the LBLLC and to address any areas of concern that might impact the success of the LBLLC.
- f. Project Coordination following Occupancy. Upon occupancy of the LBLLC, the Director of Library and Community Services or his or her designee shall serve as the Project Manager for the LBLLC with day-to-day assistance from City staff as outlined in section 8 of this Agreement.
- g. Construction.
 - (1) City as Lead Agency. The City shall cause the LBLLC to be constructed and completed as indicated in a forthcoming construction contract with the successful bidder and in accordance with all applicable public works contracting requirements. Construction of the LBLLC shall substantially comply with the design approved by City prior to selecting the construction contractor. Prior to any substantial deviation from said design, the City, its agents or representatives shall meet and confer with the Districts.
 - (2) Contractor Selection. City shall be responsible for selecting qualified contractors, subcontractors, construction manager or managers and related consultants necessary to build the LBLLC, subject to any and all bidding requirements as provided by applicable law. The Districts shall coordinate with the City to provide information regarding any laws and requirements applicable to the Districts’ source(s) of funding.

- (3) Project. The design and construction of the LBLLC (“the Project”) consists of the preparation of working drawings and plans and specifications for the construction of the facility; compliance with the California Environmental Quality Act and regulations promulgated thereunder; legal advertisements to the public and to qualified bidders; conducting and administering the bidding process for construction; awarding the construction contract(s) and contract(s) for supervision and administration of construction; payment of amounts due to the architect, contractor and other persons providing services in support of the Project; administration and resolution of any claims or disputes in connection with the design and construction of the Project; and acquisition of equipment and furnishings to be used in the LBLLC. Amounts expended for the purposes enumerated in this paragraph are designated as “Project Improvement Costs.”
- (4) Project Improvement Cost Estimate. The Parties agree that a reasonable cost estimate for all Project Improvement Costs is \$28,341,211 (“Estimated Project Cost”), inclusive of contingencies, as further described in Exhibit D – Project Timeline.
- (5) Construction Contractor Bids. The Parties shall follow the following procedure related to contractor bids for construction of the LBLLC:

 - a. City, in the preparation of working drawings, plans and specifications, legal advertisements and notices to proposed bidders, shall identify and designate those minor physical components of the Project, if any, which could be eliminated from the project without significant consequences. City shall require each bidder to bid a specific price for each such component as well as for the Project as a whole.
 - b. Upon completion of the working drawings and the plans and specifications, the City shall advertise, conduct and administer the bidding process for construction of the facility.
 - c. After the opening of the bids, City shall determine the lowest responsible bid for such construction and shall evaluate the total Project Improvement Cost, as defined in subsection 4(g)(3) resulting from such bid.
 - d. If, after opening bids, City determines that the LBLLC Total Project Construction Cost falls within the Estimated Project Cost, the City will award a construction contract with a set contingency percentage to account for change orders and other unanticipated costs that totals an amount within the Estimated Project Cost.

- e. If, after opening bids, City determines that the total Project Improvement Costs will exceed the Estimated Project Cost, the City shall determine whether the elimination from the Project of any separately priced minor physical components would reduce total Project Improvement Costs so as not to exceed the Estimated Project Cost. If the City determines that such elimination would meet the objective of Project cost reduction without impacting the size or elements of the Partner Space, the City shall decide, in conjunction with SSD and FUHSD, which component or components shall be eliminated and City shall award the contract to the lowest responsible bidder with respect to the Project as so modified.
- f. If, after opening bids, City determines that the total Project Improvement Costs will exceed the Estimated Project Costs, and that elimination of components as provided in subsection 4(g)(5)(e) will not resolve the cost excess or cannot be accomplished without altering the Partner Space, the City shall have the right, in its sole discretion, to abandon the project and terminate this Agreement; provided, however, that City shall, at its sole cost and expense, complete the demolition and infill of the pool located on the Site notwithstanding a decision to otherwise abandon the Project. Such abandonment and/or termination shall not relieve any Party of its obligation for Project costs, including design and predevelopment costs incurred up to the notice of termination. The Parties shall also split all costs, on a basis proportional to the initial contributions of each party (15% each for SSD and FUHSD and 70% for City) associated with the abandonment and/or termination including, without limitation, all payments due to the architect, inspector(s), contractor(s) and other entities contracted to perform work on the Project, based on work performed and/or claims made due to the abandonment and/or termination.

(6) Change Orders and Claims. All change orders to the LBLLC shall be resolved between the City and the Districts as follows:

- a. Any change to the LBLLC shall be reflected in written change order(s) approved by the City and the contractor(s) in accordance with processes defined in the construction contract between City and the contractor(s). City shall have full discretion, after consultation with Districts and agreement from SSD (for any changes that affect partner space or DSA requirements), to approve change orders within the construction contract and contingency amount awarded by the City Council, subject to provisions described in subsection (b), below.
- b. The City shall pay the cost of any change orders that would result in exceeding the total approved construction contract and contingency

amounts (“Change Order Excess”). The City, in approving any change order, may reduce the scope of the LBLLC to bring the total costs of the LBLLC to, or below, the LBLLC Construction Cost, so long as the consultation and approval process described in subsection (a), above, has been completed.

- c. The City shall not be liable to the Districts, or in any way in breach of this Agreement, because of any delay in the design and/or construction of the LBLLC.
- (7) Contractor Process Payments. The City shall review, approve and administer all contractors’ payment applications as indicated in the City’s contract with contractor(s).
- (8) Insurance during Construction. The City shall cause general contractor(s) to provide all risk property coverage including builder’s risk protection during the course of construction, covering the full replacement value of the LBLLC constructed on or about the property. Builder’s risk insurance shall include debris removal, fire, flood, and earth movement by value of risk at time of loss (VARTOL). The City, FUHSD, and SSD shall all be named as Additional Insured on the Builder’s Risk Policy by separate endorsement.
- (9) Survey. SSD shall cooperate with City at mutually agreed upon times to provide access to the project site for any and all surveys required for design and construction.
- (10) Construction timetable, notice. SSD shall approve the phasing and scheduling included in the construction bid documents for all construction activities on the Site, which shall be coordinated with the school year calendar. City will give SSD at least 30 days’ notice of commencement of construction and a proposed timetable of commencement and completion of construction. Prior to commencement of construction, City and SSD shall have agreed upon a fencing plan and laydown/staging areas to be used by Project personnel.
- (11) Project updates. City shall monitor the construction and keep SSD and FUHSD informed on a periodic basis of the status of construction. District Liaisons shall be invited to all weekly construction project meetings.

5. CONTRIBUTIONS FOR CONSTRUCTION OF LBLLC.

- a. City Contribution of LBLLC Facility. City shall build the LBLLC, which will consist of a building of approximately 20,000-square feet, more or less, as well as related external improvements including parking, patio, and landscaping, subject to and including the contribution requirements for Districts as set forth in this

Agreement. The City's financial contribution shall be inclusive of a contribution from the Friends of the Sunnyvale Public Library and funds previously earmarked for the re-purposing of the Lakewood Pool site.

b. SSD Contribution of Real Estate Lease.

(1) SSD shall contribute a real estate lease, as a ground lease to City, together with the right of public access (the "Lease"). Title to the Premises shall otherwise remain in SSD. The Lease shall be for a period of 50 years with an option to extend, in the City's sole discretion without approval by SSD, for 25 years. City shall pay SSD one dollar for the total term of the Lease, including any extensions. The Lease shall be a separate document entered into between City and SSD by no later than start of construction.

c. SSD and FUHSD Financial Contributions for LBLLC Design and Construction. SSD shall contribute a sum of \$3,000,000, and FUHSD shall contribute a sum of \$3,000,000 to be used toward the Total Project Construction Cost.

d. District Contribution Payments. SSD and FUHSD shall each pay to the City 20% of their respective contributions (\$600,000.00 each) within 30 calendar days of award of the design contract by the City; forty percent (40%) within 30 calendar days of commencement of construction, and forty percent (40%) within 30 calendar days of completion of fifty percent (50%) of construction.

6. **OWNERSHIP OF LBLLC.**

For the duration of the Lease, including any extension, City shall own the LBLLC. On termination or expiration of the Lease, ownership of the LBLLC will transfer from City to SSD. City shall have the right to remove up to 85% of all furniture and fixtures that are not permanently attached. All other external improvements shall be owned by SSD on termination or expiration. In the event City is unable or unwilling to remove the furniture and fixtures due to lack of funds or any other reason within 120 days of termination or

expiration, the ownership of said furniture and fixtures shall vest in SSD. City shall execute such documents as necessary to perfect vesting of title to SSD.

7. MAINTENANCE AND IMPROVEMENTS OF LBLLC.

- a. General Standards of Maintenance at LBLLC. City shall determine the standards of maintenance for LBLLC, consistent with City's standard maintenance policies and procedures for similar City facilities. Districts shall be provided with a copy of all City maintenance policies and standards.
- b. Routine Maintenance and Security. City shall be responsible for all routine maintenance and security of the LBLLC, which shall include regular janitorial service; cleaning and repair/replacement of LBLLC furniture, fixtures and equipment; security cameras, guards, and alarms; and landscape maintenance. At the end of each calendar quarter, City shall submit invoices to SSD and FUHSD for the cost of such maintenance, with 10% of costs payable by SSD and 15% of costs payable by FUHSD, which SSD and FUHSD shall pay no later than 60 days from the date of invoice.
- c. Equipment and Information Technology. A summary of projected IT infrastructure and equipment is included as Exhibit E – Equipment & Information Technology. At the end of each calendar quarter, City shall submit invoices to SSD and FUHSD for the cost of such maintenance, with 10% of costs payable by SSD and 15% of costs payable by FUHSD, which SSD and FUHSD shall pay no later than 60 days from the date of invoice.
- d. Utilities. City shall be responsible for payment of the costs of all utilities that service the LBLLC, including water, gas, electricity, garbage, and sewer service. At the end of each calendar quarter, City shall submit invoices to SSD and FUHSD of the cost of such maintenance, with 10% of costs payable by SSD and 15% of costs payable by FUHSD, which SSD and FUHSD shall pay no later than 60 days from the date of invoice.
- e. Capital Improvements. The Parties agree that all capital improvements to the LBLLC, as opposed to ordinary maintenance and repair described in sections 7(a)-(d), shall be contracted for by City. The City shall determine required capital improvements, consistent with its process for other like City buildings and facilities, and the Parties, through the LBLLC Task Force, shall review the City's capital improvement project list and schedule for the LBLLC annually. SSD and FUHSD, through the LBLLC Task Force, may provide input on the installation of all capital improvements; provided, however, that SSD retains the right to approve all deferred maintenance projects and schedules. A projected list and schedule for major capital improvement projects to the LBLLC is attached as Exhibit F – Capital Improvements). SSD and FUHSD agree to reimburse City for its costs with 10% of costs payable by SSD and 15% of costs payable by FUHSD, for the cost of LBLLC capital improvement projects,. The City shall invoice SSD and FUHSD for their share of each improvement with payment due no later than the end of the fiscal year in which the capital improvement is completed.

8. STAFFING OF LBLLC.

- a. Staffing of LBLLC. The Parties have agreed to share in the cost of the following three positions (collectively referred to in this Agreement as the “LBLLC Staff”), or positions of equivalent pay category and range:
 - (1) One full-time Supervising Librarian (1.2 FTE);
 - (2) One full-time Library Assistant (1.2 FTE); and
 - (3) One part-time Facility Attendant II (0.6 FTE)
- b. Employees of the City. The LBLLC Staff shall be employees of the City, with responsibilities as defined in the City’s class specifications for such positions. City shall be responsible for the recruitment, selection, supervision and compensation of these positions, subject to reimbursement from the Districts as provided in this Agreement.
- c. SSD and FUHSD Reimbursement for Staffing Compensation. At the end of each calendar quarter, City shall submit invoices to SSD and FUHSD for the cost of the LBLLC Staff, with 10% of costs payable by SSD and 15% of costs payable by FUHSD, which SSD and FUHSD shall pay no later than 60 days from the date of invoice.
- d. Cost of Staffing Compensation Defined. For purposes of this Agreement, compensation of LBLLC Staff shall include the costs of:
 - (1) Salary or wages, including paid leave, holiday, vacation, compensatory time, overtime, and other provisions approved from time to time by the City Council.
 - (2) Health insurance paid by the employer, including medical, dental, vision, and employee assistance, but not including costs reimbursed by the employee to the employer.
 - (3) Insurances paid by the employer, including accidental death and dismemberment, disability, life, workers’ compensation, and unemployment, but not including costs reimbursed by the employee to the employer.
 - (4) Contributions by the employer to the retirement system.
 - (5) Contributions by the employer toward deferred compensation, excluding contributions resulting from employee elections to defer portions of their salary and wages.
 - (6) Payroll Taxes or charges imposed upon the employer by the state or federal governments in addition to amounts withheld from the salary or wages of the employee.
 - (7) Lump sum payments of accrued vacation or paid time off in connection with separation from employment, to the extent the payments are attributable to service by an employee at the LBLLC.

- e. Hiring, Screening, and Training of Staff and Volunteers Assigned to LBLLC by Any Party.
- (1) Fingerprinting. No Party shall allow any employee, contractor, volunteer, or other representative to provide services at LBLLC until such employee has undergone criminal background screening through the California Department of Justice as provided in Penal Code Section 11105.3. No person who has been convicted of a violation or attempted violation of any offense specified in Penal Code Section 11105.3 or Public Resources Code Section 5164 shall be permitted to provide services at LBLLC under this Agreement. Each Party shall maintain a current list of all employees or other persons acting on that Party's behalf, together with evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee.
 - (2) Tuberculosis Testing. The Parties shall comply with all applicable federal, state, and local regulations, ordinances, policies, and procedures regarding employee health and safety. Each Party shall ensure that no person paid or unpaid by that Party shall be permitted to provide services at LBLLC requiring contact with children unless that Party has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code, verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two years old (if newly hired) or within four years (if current employee) of the date of execution of this Agreement. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. Each Party shall keep on file each "Certificate" of clearance for the persons described above. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association, which indicates freedom from active tuberculosis.
 - (3) Mandated Abuse Reporting. Each Party shall ensure that no person paid or unpaid by that Party shall be permitted to provide services at LBLLC requiring contact with children or dependent adults until that Party has trained that person on mandated child or dependent adult abuse reporting laws, as applicable, and shall maintain documentation, signed by each staff member receiving such training. Each Party shall maintain confidential records of any report of suspected abuse and shall inform the City in writing within 24 hours of becoming aware of circumstances including, but not limited to allegations of abuse occurring at the LBLLC involving an employee, volunteer or agent.
- f. Additional Staffing. The City may, at its sole discretion, provide additional staffing at its own expense beyond that described in this Agreement to serve at the LBLLC.

- g. Independent Contractor. The Party that hires and/or employs any staff member or volunteer is responsible for his or her supervision and compensation, except and to the extent that the Parties have agreed to share costs as provided in this Agreement.

9. LBLLC PROGRAMMING AND OPERATIONS.

- a. General Operational Guidelines. The Parties hereby agree to cooperate in coordinating programs and activities conducted at the LBLLC so as to promote complimentary programming and avoid conflicting or competing uses.
- b. Scheduling Responsibility and Coordination of Scheduling.
 - (1) City shall be fully responsible for scheduling all use of the LBLLC. The designated representatives of all parties shall meet at least annually, to discuss operations and scheduling of the LBLLC for the upcoming fiscal year and make any necessary adjustments. The Supervising Librarian assigned to LBLLC, in consultation with the LBLLC Task Force, will be responsible for arrangement, general site and administrative supervision, and monitoring of the programs and services provided at the LBLLC, including determining appropriate locations and scheduling of the various programs, services, and activities within the LBLLC.
 - (2) City shall work cooperatively with SSD and FUHSD to create and sustain programs, equipment and library material collections at the LBLLC that are supportive of students and youth, and to create physical space, including dedicated and appropriately safeguarded computer equipment, at the Library for students to study, complete homework, access the Internet, perform research and similar activities. Programs and activities may include tutoring support, clubs, reading circles, homework assistance, and training in online research and similar activities. All such programs and activities shall be reviewed annually, and regular input on library collections, materials, and equipment shall be sought by City from the Districts through the LBLLC Task Force.
- c. Hours of Operation. The City shall determine the hours of operation of the LBLLC and may adjust hours periodically at its discretion; provided, however, that the Partner Space shall be open to SSD and FUHSD at the times described below in subsection (d).
- d. Priority Use of Partner Space. SSD and FUHSD shall share priority use of the Partner Space from Monday through Thursday, 7:30am to 9:00pm, year round. SSD and FUHSD shall coordinate their respective uses during priority times, and if needed, resolve any disputes or scheduling conflicts that may arise. City may use the Partner Space for City sponsored programs or events outside of these priority times reserved for Districts, or when neither SSD or FUHSD are using the space.

- e. Access to Partner Space at LBLLC. SSD and FUHSD shall work with the City's assigned staff at LBLLC to ensure that Districts are able to access the Partner Space consistent with the District priority uses described above.
- f. Administration of Public Use and Rental of LBLLC Rooms. City shall have discretion to establish and administer a policy and fees for public use and/or rentals of LBLLC facilities by the general public, including the Partner Space outside of the priority use periods established in this Agreement for Districts. If City chooses to establish such a policy, all fees collected by City for the rental of the Partner Space shall be credited to SSD and FUHSD in proportion to the operation and maintenance contribution of each District.
- g. LBLLC Rules and Policies. The City may, in its sole discretion, adopt and amend policies and rules from time to time that apply at the LBLLC. Districts acknowledge and agree that these policies include, but are not limited to, practices related to free and open internet usage (internet access is not "filtered" in City libraries) and policies providing for excluding any user for certain disruptive conduct.

10. CITY USE OF LAKEWOOD ELEMENTARY SCHOOL FACILITIES.

Facilities and spaces at Lakewood Elementary School not already available to the City under the Open Space Agreement by and between City and SSD dated as of May 27, 2016, may be made available to the City upon application made pursuant to the Civic Center Act (Ed. Code, Section 38130 et seq.) and applicable District policies and procedures in accordance with the discounted rental value fee schedule.

11. INSURANCE AFTER CONSTRUCTION.

- a. Insurance Requirements for City, SSD, and FUHSD. Each party shall maintain the insurance set forth in Exhibit B – Insurance, with each of the other entities and their respective officers, employees, agents, independent contractors, and elected and appointed officials named as additional insured.
- b. Property Insurance. City shall provide property and general liability insurance for the LBLLC in the same manner and at the same level as it does for other City facilities located on property owned by City, except that it shall add by endorsement to its general liability policy, SSD and FUHSD and their officers, agents, employees, independent contractors and elected and appointed officials, as additional insured and meet any other insurance requirements contained in the Lease.
- c. Additional Insured Requirements. Each Party shall require and verify that all contractors, service providers, and other parties hired to perform work at the LBLLC purchase and maintain coverage at least as broad as specified in this

Agreement to the extent those requirements apply to the scope of the contractor's work, with the same Certificate of Insurance requirements and naming as additional insureds all Parties to this Agreement.

12. INDEMNITY.

- a. Indemnity Arising From Construction of the LBLLC. City shall defend, indemnify and hold harmless SSD, FUHSD, their Boards, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, permit fees, inspection fees, costs of compliance with environmental laws and regulations, costs of compliance with zoning laws and regulations, costs of compliance with building codes and regulations, any penalties assessed, and all other costs of construction, including reasonable attorney fees and costs, arising out of or related to the construction of the LBLLC.
- b. Indemnity After Construction.
 - (1) City Indemnification. City shall defend, indemnify and hold harmless SSD and FUHSD, their Boards, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the following: (a) The negligence, willful misconduct, or intentional misconduct of any officer, agent or employee of the City in the course of maintenance of the LBLLC; (b) negligence, willful misconduct, or intentional misconduct of any officer, agent or employee of the City in the course of conducting any program or activity at the LBLLC pursuant to this Agreement; and (c) use of any premises under the ownership or position of City in connection with this Agreement, except where such liability arises out of the sole negligence of SSD or FUHSD, their officers, employees or agents.
 - (2) SSD Indemnification. SSD shall defend, indemnify and hold harmless City and FUHSD, their Boards, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the following: (a) The negligence, willful misconduct or intentional misconduct of any officer, agent or employee of SSD in the course of conducting any program or activity at the LBLLC; (b) SSD's use, operation, supervision, and/or maintenance of the LBLLC and any equipment used by SSD at the LBLLC; and (c) any dangerous or defective condition of SSD property, except where such condition is solely attributable to the negligence, willful misconduct or intentional misconduct of any officer, agent or employee of City or FUHSD.
 - (3) FUHSD Indemnification. FUHSD shall defend, indemnify and hold harmless City and SSD, their Boards, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the following: (a) The

negligence, willful misconduct or intentional misconduct of any officer, agent or employee of FUHSD in the course of conducting any program or activity at the LBLLC; and (b) FUHSD's use, operation, supervision, and/or maintenance of the LBLLC and any equipment used by FUHSD at the LBLLC.

- c. Survival. The indemnity obligations of this Agreement shall survive the expiration or earlier termination of this Agreement.
- d. Notification to Other Parties. Each of the Parties shall notify the other Parties, where appropriate, of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to matters covered under this Agreement. Nothing set forth in this Agreement shall establish a standard of care or create any legal rights for any person not a party to this Agreement.

13. NONDISCRIMINATION.

- a. No Party to this Agreement shall discriminate against any participant, student, employee or applicant for employment under this Agreement because of race, religion, creed, color, gender, age, disability, national origin or any other basis to the extent prohibited by federal, state or local law.
- b. During the term of this Agreement each Party shall comply with all applicable federal, state and local laws and regulations relating to the LBLLC. The Parties shall also comply with all City policies, including but not limited to the Library and Community Services Division and City use of facilities policies, as may be amended from time to time at City's sole discretion. Each Party shall provide services at the LBLLC in a manner that complies with the Americans with Disabilities Act (ADA) including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation. Each Party hereby acknowledges and agrees that they accept all risks and responsibilities for its failure to comply with any law, regulation, or applicable policy and shall indemnify each of the other Parties under the provisions of section 12 (Indemnity) of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of that Party's failure to comply with such laws, regulations or policies.

14. DISPUTE RESOLUTION.

- a. Cooperation in Resolving Disputes. In the event of a dispute between the Parties, with respect to the provisions of this Agreement, representatives of Parties shall meet to resolve the dispute. In the event the dispute is not successfully resolved in such joint session, any Party may then seek relief in a court of competent jurisdiction. Venue shall be Santa Clara County.

- b. Attorneys' Fees; Litigation. In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.

15. PARTY EMPLOYEES.

For purposes of this Agreement, all persons employed in the performance of services and functions for each Party shall be deemed employees of that Party, and no employees of the other two Parties shall be considered as employees of that party.

16. NOTICES.

Notices required or permitted to be given by a Party hereunder shall be sufficiently given if made in writing and delivered either personally or by certified mail, postage prepaid; delivery by an overnight service such as FedEx; facsimile or electronic mail to the other Party at the following addresses or to such other address as may be designated from time to time in a written notice given pursuant hereto by the concerned Party:

To City: Office of the City Manager
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94088

To SSD: Superintendent
Sunnyvale School District
819 West Iowa Avenue
Sunnyvale, CA 94086

To FUHSD: Superintendent
Fremont Union High School District
589 West Fremont Avenue
Sunnyvale, CA 94087

17. TERM AND TERMINATION.

- a. This Agreement shall be effective on final execution by all three parties and terminate on December 31, 2069, unless sooner terminated pursuant to this section or extended by City for an additional 25-year period as provided in Section 5(b) of this Agreement.
- b. This Agreement may be terminated at any time prior to June 30, 2069, only upon the mutual consent of the City Council and the Boards of Education of SSD and FUHSD.
- c. Notwithstanding anything to the contrary in this Section 17, FUHSD may terminate its participation in this Agreement without cause upon six (6) month's written notice to the other Parties delivered no sooner than fifteen (15) years after the

effective date of this Agreement. At such time as FUHSD exercises its rights under this Section, (a) FUHSD's obligation to make the ongoing payments described in Sections 7 and 8 hereof shall cease; (b) SSD shall assume FUHSD's priority use of the Partner Space; (c) City and SSD shall assume FUHSD's share of the ongoing payments on an equal basis.

- d. Any Party may terminate this Agreement upon written notice to the other Parties delivered at least six months prior to the date of termination for another Party's failure to undertake or continue performance of its obligations to provide any program, services or activity required under this Agreement.
- e. On delivery of any notice of intent to terminate this Agreement early by any Party pursuant to subdivision (d) above, the Parties shall, promptly and in good faith, meet and confer in an effort to reach mutual agreement on any continuing responsibilities for any continued operation of the LBLLC or any continuing participation in any program, service or activity at LBLLC.
- f. If this Agreement is terminated pursuant to subdivision (d) above without the consent of City, and the Parties are unable to reach mutual agreement pursuant to subdivision (d) above for shared responsibilities for continued operation of the LBLLC, the City shall have the right to continue to operate LBLLC programs, services and activities at the LBLLC facility at the City's sole cost and expense, including but not limited to costs for maintenance of the LBLLC until such time as the Agreement would otherwise have expired according to its term (including any option by the City for extension).

18. AMENDMENTS.

This Agreement, including Exhibits attached hereto, sets forth the entire agreement between the Parties, and any modifications must be in the form of a written amendment agreed to by the Parties.

19. MISCELLANEOUS.

- a. Entire Agreement. This document is the entire and integrated agreement between the City, SSD, and FUHSD and supersedes all prior negotiations, representations or agreements, either written or oral, with the exception of the Open Space Agreement by and between the City and SSD, which contains terms relevant to the use of portions of the Lakewood Elementary School campus. No subsequent agreement, representation, or promise made by and Party, or by or to an employee, officer, agent or representative of any Party hereto shall be of any effect unless it is in writing and executed by the Party.
- b. No Assignment. The rights and duties of any Party to this Agreement shall not be assignable or transferable unless such assignment or transfer is required by law and is not within the control of the Party making the assignment or transfer.

- c. Force Majeure. If, due to act of God, fire, flood, storm, inclement weather, earthquake, drought, riot, war, infestation, sudden or severe energy shortage, work stoppage or slowdown or similar concerted job action, or other condition of emergency or disaster beyond the control of any party which makes performance of any obligations under this Agreement impossible, that obligation will be suspended during the time such condition(s) exist.
- d. Laws of California. This Agreement is made in the State of California, under the Constitution and laws thereof, and shall be construed and enforced in accordance with the laws of such State.
- e. Time of the Essence. Time is of the essence of every provision of this Agreement in which time is an element.
- f. Waiver. The failure of any Party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
- g. Section Headings. The section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.
- h. Third Parties. This agreement shall not be construed or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action for any cause whatsoever based on this Agreement.
- i. Successors. This Agreement shall be binding upon and shall insure to the benefit of the successors of the Parties hereto.
- j. Severability. If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, illegality, or unenforceability shall not be construed to have any effect on the validity, legality, or enforceability of the remaining provisions or portions of this Agreement.
- k. Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes and objections to this Agreement, including cooperation in matters relating to the accounting, litigation and public relations.

IN WITNESS WHEREOF, the City of Sunnyvale, the Sunnyvale School District, and the Fremont Union High School District have entered into this Agreement as of the dates set forth below.

“CITY”

CITY OF SUNNYVALE, a municipal
corporation

By _____
KENT STEFFENS
City Manager

ATTEST:

By _____
DAVID CARNAHAN
City Clerk

APPROVED AS TO FORM:

By _____
MELISSA C. TRONQUET
Assistant City Attorney

“FUHSD”

FREMONT UNION HIGH SCHOOL
DISTRICT

By _____
POLLY BOVE
Superintendent

APPROVED AS TO FORM:

By _____
Name: _____
Title: _____

“SSD”

SUNNYVALE SCHOOL DISTRICT OF
SANTA CLARA COUNTY

By _____
BENJAMIN H. PICARD
Superintendent

APPROVED AS TO FORM:

By _____
Name: _____
Title: _____

Exhibits:

- A. General location of Lakewood Branch Library and Learning Center
- B. Insurance
- C. Center Elements
- D. Project Timeline
- E. Equipment & Information Technology
- F. Capital Improvements
- G. Proposed Operating Budget

Lakewood Library and Learning Center Feasibility Study



Study Scenario

1 story : City, SESD, FHSD

FLOOR 1 : 20,068 SF

*Single story study results in less gross square footage because vertical circulation is no required.

Parking Summary

Existing	52 spaces
Req. for New Building	52 spaces
Provided	112 spaces
Parking Overage	8 spaces

THESE STUDIES ARE THE RESULTS OF CAREFUL SPATIAL ANALYSIS. THEY ARE FEASIBILITY SITE PLAN STUDIES, NOT ARCHITECTURAL OR LANDSCAPE ARCHITECTURAL PLANS.

LEGEND

SITE OUTLINE	MAIN LIBRARY ENTRY
BIO-TREATMENT AREA	LOADING
EXISTING BUILDINGS	SCHOOL ACCESS POINT
JOINT USE FACILITY	DRIVING DIRECTION
PARKING	EXIST. TREE - TO PRESERVE
PED. AND VEHIC. PATH	EXIST. TREE - BEYOND SITE BOUNDARY - PRESERVE
CONC. DRIVE	EXIST. TREE - DEMO
SIDEWALK	PROPOSED TREE
PERM. HARD- AND SOFT-SCAPE (EXTERIOR PROGRAM SPACE)	EXIST. LIGHT - PRESERVE
PLANTED AREAS	EXIST. IRR. VALVE - PRESERVE
	EXIST. BACK FLOW PREVENTER - DEMO
	EXIST. LIGHT - DEMO



EXHIBIT B **INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS FOR CONTRACTS

Each party 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 each party, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Each party shall maintain limits no less than:

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 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. Each party 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. Each Party, 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 each party; products and completed operations of each party; premises owned, occupied or used by each party; or automobiles owned, leased, hired or borrowed by each party. The coverage shall contain no special limitations on the scope of protection afforded to each party, its officers, employees, agents or volunteers.
2. For any claims related to this project, each party's insurance shall be primary. Any insurance or self-insurance maintained by each party, its officers, officials, employees, agents and volunteers shall be excess of each party'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 each party, its officers, officials, employees, agents or volunteers.
4. Each party'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 each party.

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

Each party shall furnish the 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 each party prior to commencement of work.

EXHIBIT C
CENTER ELEMENTS

Sunnyvale Lakewood Branch Library and Learning Center
Draft Space Program

	PROGRAM ELEMENT	NET PROGRAM	GROSS PROGRAM
A	Library Entrance/Lobby		
	Friends' Book Storage	50	63
	Friends' Booksale Area	48	60
	Library Entrance/Lobby Total	98	123
B	Market Place		
	Marketplace Entry	75	95
	Media (Adult and Languages)	480	605
	Children's Materials (including Media)	40	50
	New Books	280	353
	Market Place Total	875	1103
C	Community Collaboration		
	Community Room	1500	1890
	Community Room Storage	200	252
	Library Program Room	805	1014
	Library Program Room Storage	200	252
	Community Room Kitchen	180	227
	Camp Storage	200	252
	Community Info	30	38
	Partner Space: Program Room "A"	1000	1260
	Partner Space: Program Room "A" Storage	130	164
	Partner Space: Program Room "B"	1000	1260
	Partner Space: Program Room "B" Storage	130	164
	Partner Space: Hoteling (four 48 sf open office spaces)	192	242
	Community Collaboration Total	5567	7014
D	Technology Space		
	Tech/Maker Space	600	756
	Storage for Tech/Maker Space	200	252
	Internet Café	400	504
	Technology Space Total	1200	1512
E	Checkout Area		
	Greeter Pod	88	111
	Check-Out & Reserves	218	275
	E-Branches	60	76
	Print & Copy Area	60	76
	Main Service Point	150	189
	Checkout Area Total	576	726
F	Children's Area		
	Family Place	1271	1601
	Family Place Storage	118	149
	Computers for Children	94	118
	Children's Collection & Children's Seating	1108	1396
	Children's Hand's On	200	252
	Children's Area Total	2791	3517

EXHIBIT C
CENTER ELEMENTS

G	Teen Area		
	Teen Space	703	886
	Teen Area Total	703	886
H	Adult Area		
	Adult Collection & Seating	1400	1764
	Display Collection	0	0
	Group Study Room (2-4 person)	100	126
	Group Study Room (6 person)	120	151
	Group Study Room (8-10 person)	160	202
	Living Room	400	504
	Adult Area Total	2180	2747
I	Languages		
	Language Collection & Seating	380	479
	Languages Total	380	479
J	Staff Area		
	Book Return Area	60	76
	Branch Manager's Office	106	134
	Check-In Area	300	378
	Delivery Area	50	63
	Staff Lounge & Lockers	261	329
	Enclosed Storage Space	100	126
	Supplies & Equipment	100	126
	Work Area	580	731
	Staff Area Total	1557	1962
	TOTAL SPACE	15927	20068
	Net Assignable Square Footage	15927	
	Non-Assignable Square Footable (@26% of Gross):	1.26	
	Subtotal	20068	
	Gross Square Footage:	20068	
	Parking	52 Spaces	
	Parking Space Factor	2.6 spaces per 1000 sf	

EXHIBIT D
PROJECT TIMELINE

TENTATIVE BASED ON
AGENCY APPROVAL DATES

Environmental Review	April 2020* – December 2020
Design (including bid and award of contract)	January 2021 - June 2023
Construction	July 2023 – October 2024
Grand Opening	November 2024

*Starts 3 months after final approval

EXHIBIT E

EQUIPMENT & INFORMATION TECHNOLOGY

Building IT Infrastructure Buildout	Units	Unit Cost	Total Startup Cost	Annual Cost	Notes
Electrical					
Network (wired & wireless)					
Phones Lines	6				
UPS (optional)					
Generator (optional)					
Equipment/Hardware					
Public PCs - Dell Optiplex 7450 All-in-One	28	\$ 1,200.00	\$ 33,600.00	\$ 4,800.00	7 year replacement cycle; 20 Tech ctr; 8 OPAC (3 Adult, 3 Kids, 2 Teen)
Staff PCs - Dell Optiplex 7450 All-in-One	6	\$ 1,200.00	\$ 7,200.00	\$ 1,028.57	7 year repl cycle; 1 Lib, 2 Circ Svc Pts; 4 Back
Dell Adjustable Height Stand	34	\$ 82.50	\$ 2,805.00		Replace as needed
Dell Keyboard / Mouse Combo	34	\$ 30.00	\$ 1,020.00		Replace as needed
Copier/Printer/Scanner - Patron	1	\$ -	\$ -	\$ -	Supplied/maintained by vendor. Copier, vcnnd, print release, card dispenser
Copier/Printer/Scanner - Staff	1		\$ -	\$ -	
Phones	6	\$200	\$ 1,200.00	\$ 171.43	7 year replacement cycle
Phone System (port extender)	2	\$4,000	\$ 8,000.00	\$ 1,142.86	7 year replacement cycle, plus maintenance
Router	1	\$ 6,000.00	\$ 6,000.00	\$ 1,200.00	5 year replacement cycle, plus maintenance
Switch	1	\$ 7,000.00	\$ 7,000.00	\$ 1,400.00	5 year replacement cycle, plus maintenance
Wireless Access Points	3	\$850	\$ 2,550.00	\$ 510.00	5 year replacement cycle, plus maintenance
Wireless Controller	1	\$ 12,000.00	\$ 12,000.00	\$ 2,400.00	5 year replacement cycle, plus maintenance
CCTV	1		\$ -	\$ -	
Network Storage	1		\$ -	\$ -	
RFID Tags	65,000	\$ 0.19	\$ 12,350.00	\$1,055	5,555 tags per year @ \$0.19/tag
Automated Material Handling System	1	\$98,000	\$ 98,000.00	\$ 14,000.00	5-bin; 1 public return; 1 staff return; 7-year replacement cycle / 21-bin sorter = \$50k M/S
Bibliotheca Smartserve 400 Single Aisle Se	1	\$14,389	\$ 14,389.00	\$ 1,803.00	7 year replacement cycle, plus maintenance / \$1,500 annual M/S
Large Display Monitor	1	\$ 2,500.00	\$ 2,500.00	\$ 357.14	7 year replacement cycle
Bibliotheca: Smartserve 1000 Freestanding	3	\$13,900	\$ 41,700.00	\$ 7,365.00	7 year replacement cycle, plus maintenance / ~ \$400 annual M/S
Public Address System			\$ -	\$ -	
Digital Signage					
Open+ System (Lobby Entry after hours)			\$ -	\$ -	
Community Room Equipment:					
Epson Projector (with 2 years extended serv	1	\$ 1,072.00	\$ 1,072.00	\$ 153.14	7 year replacement cycle **Pending Info re Monitors
InFocus Manual Projector Screen	1	\$ 182.00	\$ 182.00		
SIIG Universal Projector Mount	1	\$ 77.00	\$ 77.00		
Assisted Listening Devices					
Podium					
Library Program Room Equipment:					
Epson Projector (with 2 years extended serv	1	\$ 1,072.00	\$ 1,072.00	\$ 153.14	7 year replacement cycle** Pending Info re Monitors
InFocus Manual Projector Screen	1	\$ 182.00	\$ 182.00		
SIIG Universal Projector Mount	1	\$ 77.00	\$ 77.00		
Assisted Listening Devices					
School District Program Room Equipment:					
Epson Projector (with 2 years extended serv	1	\$ 1,072.00	\$ 1,072.00	\$ 153.14	7 year replacement cycle **Pending Info re Monitors
InFocus Manual Projector Screen	1	\$ 182.00	\$ 182.00		
SIIG Universal Projector Mount	1	\$ 77.00	\$ 77.00		
Chromebooks					
Chromebook Charging Cart					
Assisted Listening Devices					

EXHIBIT E

EQUIPMENT & INFORMATION TECHNOLOGY

Group Study Room (8-10 persons)					
Smartboard					
Group Study Room (6 persons)					
Smartboard					
Group Study Room (6 persons)					
Smartboard					
Group Study Room (2-4 persons)					
Smartboard					
Group Study Room (2-4 persons)					
Smartboard					
Tech/Maker Space:					
Internet Café:					
Sub-Total		\$ 161,351.69	\$ 252,976.00	\$ 31,710.71	
Software					
Self-check software:					
Bibliotheca: liber8 Unlimited Site license	1	\$ -	\$ -	\$ -	Self-check software already part of Bibliotheca maintenance contract
Bibliotheca: Smartserve 1000 UCP iSelf Chl	3	\$ 3,495.00	\$ 10,485.00	\$ 1,048.50	
Innovative catalog software:					
Innovative: Scoping	1	\$1,750	\$ 1,750.00	\$ 250.00	
Innovative: SIP2 License	7	\$2,376	\$ 16,632.00	\$ 2,268.00	SIP2 for 1 Security gate, 3 self-check machines, 1 gate tracker PC, 2 AMH returns
Innovative: Floating Collection Module	1	\$9,900	\$ 9,900.00	\$1,782	Innovative Quote 2/19/18
Tech Center Public PC software:					
Office 2010	20	\$ 332.00	\$ 6,640.00	\$ 948.57	7 year replacement cycle
Patron Timeout Software	20	\$50	\$ 1,000.00	\$ 142.86	
Deepfreeze	20	\$ 115.00	\$ 2,300.00	\$ 328.57	7 year replacement cycle
Windows 10	20		\$ -	\$ -	
Catalog PC software:					
Deepfreeze	8	\$ 115.00	\$ 920.00	\$ 131.43	
Staff PC software:					
Office 2010	6				
Windows 10	6		\$ -	\$ -	
Adobe Acrobat Pro DC	6	\$ 150.00	\$ 900.00	\$ 128.57	
Other software:					
Room reservations	1	\$ 5,000.00	\$ 5,000.00	\$ 714.29	Placeholder
Firecast/Aerva (or similar) display manager	1				
Sub-Total		\$ 23,283.00	\$ 55,527.00	\$ 7,742.79	
Network					
Public - CENIC 1 Gbps connection	1			\$2,500	
Staff - 100 Mbps	1			\$ 30,000.00	\$2500/month
T1's (voice)	1			\$ 1,200.00	\$100/month
Sub-Total		\$ -	\$ -	\$33,700	
Total		\$ 184,634.69	\$ 308,503.00	\$ 73,153.50	

EXHIBIT F

CAPITAL IMPROVEMENTS

- I. The Parties agree to share in the expense of the following capital improvements in accordance with the overall cost sharing allocation of seventy percent (70%) City and fifteen percent (15%) per District.

Carpet	15 years
Roofing	TBD based on type and assessment
Landscaping & Irrigation	As needed, addressed through project budget
Storm Water Treatment	As needed, addressed through project budget
Interior Painting	As needed
Exterior Painting	15 years
Electrical Systems	As needed, addressed through project budget
Plumbing	As needed, addressed through project budget
Parking Lot	Annual survey, addressed through project budget
HVAC	TBD based on type and assessment
FFE for Dedicated Space	TBD as needed, funding in operating budget

- II. Upon completion of design and annually thereafter, annual CIP costs and replacement schedule to be updated based on useful life and current value of asset. Districts to transfer share of costs to City on an annual basis by the end of the fiscal year following completion of improvements.
- III. Parties agree that additional items not listed above may be added based upon need and annual review of the LBLLC.

Exhibit G

Proposed Lakewood Branch Library Operating Budget

1. Personnel Summary										
Position	Positions	FTE	Bi-Weekly Hours	FTE Cost	Total Cost	In Current LCS Budget	Eligible for Cost Share?	Fremont Share	SSD Share	
Supervising Librarian	1	1.2	96	193,541	232,249	0.2-Y	Y	34,837	23,225	
Librarian	1	1.73	136	140,657	243,336	0.73-Y				
Library Assistant	1	1.2	96	114,699	137,639	Y	Y	20,646	13,764	
Part-time Facilities Attendant II	1	0.6	48	86,382	51,829		Y	7,774	5,183	
Part-time Librarian	1	0.53	42	133,254	70,625	Y				
Part-time Library Specialist II	4	0.7065	106	73,624	208,061					
Staff Office Assistant (Placeholder for New Tech !	1	0.53	42	107,477	56,963					
Totals	11	8.6			\$1,000,702			\$63,258	\$42,172	

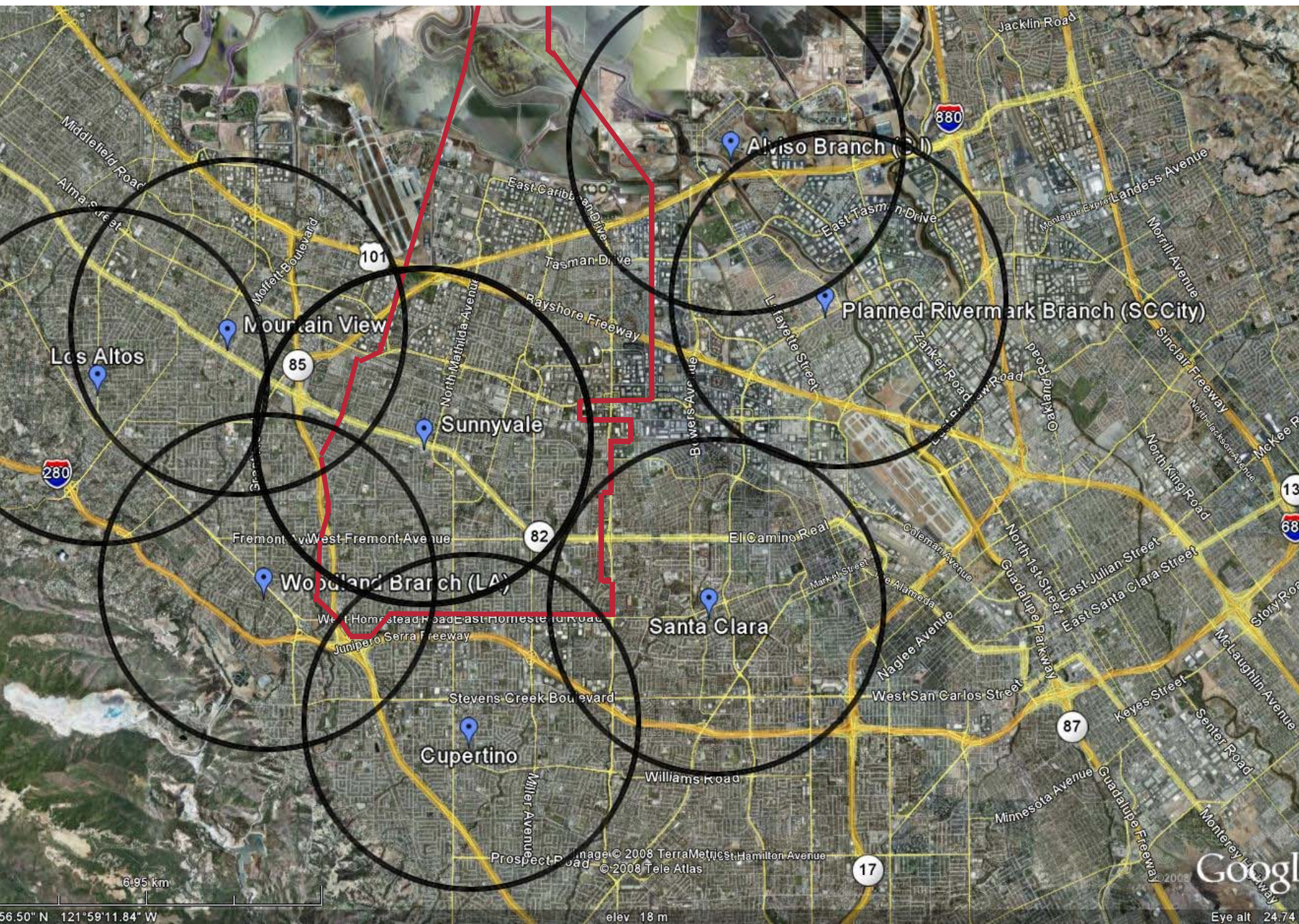
2. Total Cost Summary				
		Eligible for Cost Share?	Fremont Share	SSD Share
Salary and Benefits	\$1,000,702	Partial	\$63,258	\$42,172
Purchased Goods and Services				
- Library Acquisitions - Books	46,111			
- Library Acquisitions - Audiovisuals	38,192			
Internal Service Charges				
- Technology	74,617	Y	11,193	7,462
- Fleet	9,717			
- Facilities*	280,952	Y	42,143	28,095
Totals	\$1,450,291		\$116,593	\$77,729

*Current rate of \$14.00 per square foot

3. Current Sunnyvale Resources to Reallocate	
Salary and Benefits (Operating Shift)	349,652
Staffing Offsets (AdmLib, 2PTLSIII, 2PTLSI)	383,400
Current Project Operating Budget	296,079
Total	\$1,029,131

4. Partner Shares	
Sunnyvale	1,255,969
Fremont	116,593
Sunnyvale School District	77,729
Total Sunnyvale Cost	\$1,450,291

5. Sunnyvale Share	
Total Cost	1,450,291
Less School District Shares	(194,322)
Less Current Sunnyvale Resources	(1,029,131)
Total Sunnyvale Cost	\$226,839



Google
2008

Eye alt 24.74

elev 18 m

Image © 2008 TerraMetrics
© 2008 Tele Atlas

1

Questions:

1. What do you like about option #3? What questions/concerns do you have about option #3?
2. What do you like about option #4? What questions/concerns do you have about option #4?
3. What excites you most about the project?
4. What thoughts do you have for generating excitement and/or volunteerism in support of the project?

Yellow table – Facilitator: Mitch, Scribe: Sue

Question 1:

- Will there be a fence behind the library?
- Security safety between school and library
- Could “L” shape be flipped?
- Outdoor programming space – not a priority

Question 2:

- Just want a library, don’t care if it’s one or two stories
- If there is more square footage or more expense to build – will that mean less hours?
- Why consider two story if it’s more expensive?
- Excited about maker space media center
- Kid programs computer lab (training) laptops

Question 3:

- Computer programs that you can’t buy
- Study/meeting rooms
- Adult programs, same programs as main
- Lots of outlets/USB
- Science labs
- Bike fixing program
- Computer cart with laptops instead of computer lab

Question 4:

- Lots of opinionated people who don’t understand issues – get them to volunteer
- Find groups who have specific interest – e.g. bike get local stores, riding clubs
- Interest will be when people see a new library
- Public art would excite people

2

Black table – Facilitator: Marie, Scribe: Trenton

Question 1:

- Like 1 story
- Don't like wide open space
- Likes less expensive
- Likes easier for staff
- Likes safer, avoids the stairs
- Likes happy more parking
- Is it too small?
- Dislikes school, when taking kids who else will be in there? Safety main concern
- Smaller kids going up/down stairs
- Word gets around & might be a parking problem
- Impacting parking
- Hard to get around with school going
- Need signage for cars driving speed bumps, signs, patrols

Question 2:

- Likes more opportunity for natural sunlight, kids love the natural light
- Smaller footprint, larger facility
- Access from school to library is good
- Good to have meeting in one space and program in other spaces
- Rec programs
- Safety concerns, same as question 1
- Might need more staff

Question 3:

- Walking, accessibility
- Meeting space
- Classrooms, really like that idea
- Stay time is great
- ESL classes
- Exercise classes, option to take classes outside

Question 4:

- Talking about possibilities
- Being able to see what it would look like
- Libraries are dead, gathering spaces are good, find a way to say thanks
- Don't see young single guys, tech workers here at meeting
- Tech workers to teach classes
- What's going to happen... (park, school, etc.) explain what is going on with park
- Invite others to be on committees

3

- Park dept needs to be upfront about plans
- Ask for others to get involved, information, input
- School pickup is a concern, worried about shared parking
- Need input from school parents
- Need a drop-off area in front or by parking
- People drive wrong way in lots
- Focus on traffic patterns, observe what happens
- Mark different spots for school vs library
- Police need to be involved for a while this could be a huge issue
- SC branch didn't get used
- What if an economic down turn?
- Setup a financial reserve to plan for future
- Don't need another downtown SV

Brown table – Facilitator: Nancy T., Scribe: Elaine

Question 1:

- Likes the lower cost, lower operational cost
- Likes that it's roughly the same square footage
- Single story = more convenient and more spacious (2nd floor seems small)
- Likes that the square shape is less narrow than L-shape
- How would the design incorporate with the outdoor space? (Will there be enough)
- Would like to see library – specific (dedicated) outdoor space
- Would like to see visible bike racks/lockers
- How will the space be partitioned?
- Neighborhood traffic increase

Question 2:

- Natural lighting possibilities – more windows with 2 stories
- More outdoor space – already integrated
- More trees to be planted. Will make the neighborhood more pleasant.
- 2-story might block light plane impacts on school playgrounds
- Neighborhood traffic increase
- Dominate views, not as scenic as 1-story
- How would space be utilized (on the second floor particularly?)
- Flexibility of floor plan with narrower building
- 2nd story provides opportunity for children to get separated from parents

Question 3:

- Access to library programs
- Walking distance for a lot of us
- Benefit for Lakewood & the high school district
- Integration with the park, multi-use

4

- Excited by the partnerships & collaboration
- Possibility of large group/community spaces
- Indoor spaces, multi-purpose areas
- Programs/uses – polling, programs (art classes, story time, etc.), calendar of events, study rooms, outdoor space can be used for fitness classes, music programs, computer lab, tech classes, café, snacks

Question 4:

- Flyers, outreach, door to door
- Grand opening BBQ
- Movie night – announcements
- Have events in the park where people can see it
- Advertise in the Sunnyvale paper
- Keep current information on the website – provide updates to project
- Social media – Facebook, Twitter
- Friends of the Library, other groups to help get word out
- Outreach meetings – large dense neighborhoods, targeted marketing
- Target corporate partners, could support money, books, volunteering, etc.

Gray table – Facilitator: Rudy, Scribe: Angela

Question 1:

- Fit in with neighborhood better/aesthetics
- More natural light with option 4
- Accessibility
- General small child friendly for safety (ie earthquakes)
- No open/outside space
- Walk more with this option

Question 2:

- Better use of space
- Less footprint
- Seems more intentional for specific uses
- Options for space use/more square footage
- More soundproof? More space?
- Disruption with noise/meeting space/family space
- Outdoor space option
- Concerns after outside traffic using building for other purposes
- Traffic – limited access into area, limited parking, little league, other events
- After hours use – conflict with parking. Adult Ed programs, sports, etc.

Question 3:

- Innovation
- Getting a facelift but public buildings need updating/stuck in the 60's

5

- ESL/Work programs – Adults in community, not just the children. Seniors in the neighborhood. How many make it to senior center
- Programs for all ages/New possibilities
- Social lounge area. Something for everyone
- Something to rally around. Bring people out
- Meet your neighbor/community
- Lakewood pride
- Opportunity for school age kids
- More tech in library than in schools – bring out school age kids
- Can use both library, park free
- Active activities (i.e. Zumba outside)

Question 4:

- Diverse activities in this part of the city
- Library will provide computers/printing/tech, access to all
- Learn to use tech Resident do have with library's help
- Connect new/older technology
- If you like program, help facilitate as a volunteer
- Internship opportunities
- Earn credit (ie community college)
- Offer incentives to volunteer
- Keep high school students busy, out of trouble. Some kind of credit through high school
- Appreciation event for volunteers, thank volunteers
- Sort books in library
- Friends of the Library do their own thing. Their own organization make money
- External speakers
- Storytime/arts/not just tech related
- Computer club with experts 1x/mb/free talk/how to use internet; people come with questions
- Bring world here
- 1,000 books before kinder
- National programs

Orange table – Facilitator: Christine, Scribe: Michael

Question 1 & 2:

- Less staffing & cost for 1 story option
- More light with option 4
- Option 3 feels more accessible
- Option 3 feels of higher ceiling
- Neighbors across street may not be a big concern because away from street
- Option 4 concern if elevator breaks, interrupts accessibility
- Option 4 afterschool use is upstairs – concern of supervision?
- If expanding, is it easier to expand in future to a 2-story option?

6

Question 3:

- Access to com room
- North Sunnyvale is lacking
- Excited for access
- Library next to elementary school and work together
- Mostly for children programs
- Open meeting areas
- Excited to see a space for kids to fall in love with books
- Parenting classes, relationship classes, games to check out
- Given a bag to checkout as much as you can “the place of yes”
- Science kits to check out
- Access is paramount, mirror everything from South Sunnyvale
- Public art displays installation with flexible seating, interactive art and power points
- Interact with the rest of the park
- Kid-a-zens – Build a city with Legos.

Question 4:

- Describe benefit of volunteering
- Getting community involved now
- A contest of my dream library & opening day have a gallery of walk of those projects
- A jar of questions & put a ball in the jar
- Some concept of a place of yes
- Being transparent with parents and families
- Go back to old school communication
- Multi-generational space
- Seniors with story time telling their stories to the next generations
- Story corp - <https://storycorps.org/animation/the-bookmobile/>
- Children take over
- Podcast with “story pirates”
- Fun, hands on, interactive
- Teen center would be nice
- Video version of story corp
- Questions they want to know about post on the wall and we answer

Green table – Facilitator: Graham, Scribe: Chris

Question's 1 & 2:

- Is there room for an outdoor pavilion? Pavilion in front or back?
- Will there be an elevator (option 4)
- Safety is a concern – what safety procedures will be in place?
- Adequate parking space
- What will operating hours be?

7

- Conflicts with weekend sporting events
- Lots more light – would like that in option 3
- Would soccer parking encroach on library?
- Security cameras in the building
- Extra daylight in 2 story building
- 2 story has small footprint
- 2 story provides more shade
- Protective awning in the front
- 2 story allows more outdoor space
- Single story skylights
- Flexible space is good
- Will either design be leed platinum or better
- How often will parking lot be cleaned/maintained?

Question 3:

- Computer classes
- Tech/stem festivals for kids/adults
- Storytime space
- Well-designed children's area
- ESL programs
- Citizenship
- Multilingual collection
- Organizing spaces outdoors
- Place to eat
- Study space that allows food
- Bike trail connection
- After school homework help
- Big screen for movies
- Will branch have connection with homeless shelter

Question 4:

- Hold events at the branch such as movie night in the park, tree lighting, cultural celebrations, summer programs
- Name the branch contest
- Summer daycare connections with the library
- Summer reading program quiz for branch library
- Is there library space that can be freed up in the school?
- Door to door canvassing in multi languages
- Door hangers to promote grand openings in several languages
- One of the best planning projects?
- Will baseball diamond be relocated?
- Make sure that school has access to the fields

8

Red table – Facilitator: Abby, Scribe: Steve

Question 1:

- Traffic impact
- What will city do for us?
- Lakewood Dr. no crosswalks, no red curbs
- Happy with street lights
- Try to implement good, encourage volunteers
- More sales, not as much investment in Lakewood area
- Don't have anything representing our city
- Bring in a lot of population – how do you feel?
- Concern about parking
- Bike lanes – why can't city put these in?
- Brass rail going away – population impact
- Who to call to take care of the trash? Dumping @Lakewood shopping center
- Parade – everyone wants one, but no one wants to get involved
- Love nextdoor.com

Question 2:

- Will there have more police?
- Kids smoking weed in park
- Car break-ins working with police
- Need people to get involved
- Need to be informed – Nextdoor, neighborhood outreach
- What happens if kidnapping happens here?
- Police substation needed
- Walk with chief in neighborhood
- Car jacked up – no action
- Library is focal point for neighborhood
- People who go to library are responsible
- Library will help increase
- Looking forward to having a place to meet friends
- High school meet to study
- Homework activities – library is so far away – lots of time going to main
- Bus #55 goes here
- Traffic
- VTA has good linkage – good syncing with open hours/closing of library
- People trashing park – need to talk to city
- Man taking recycling, took pictures
- Solar at the library
- Money for city? Where's funding?
- Homeless? You folks are kind at main library but we have homeless here too – what is planned for them?
- 2-story block view of any residences?

9

- Cut down trees to build it?
- Light rail – they cut all trees?
- Option 4 has a setback – allows for you to come up the building instead of in your face
- Option 4 is more attractive

Question 3:

- Like services – being able to come here
- Walk here
- Lots of kids/families that can't afford there they can go for free
- Do homework
- Great opportunity to have city resources right here. Hosting site when city can provide service – it's an opportunity

Question 4:

- Like utilizing nextdoor.com, social media, neighborhood associations
- Have a place for volunteers to join/participate
- Program announcements – volunteer need. Help build programs for kids
- Ask community to get involved
- Nice warm room for meetings
- Like high school district because they have adult education – nice to be in community – being able to help
- Other schools looking for service opportunities.
- More retired families – having something close is good – can be more social and get involved.
- Hope for everyone to know their neighbors
- People putting cones to protect parking. Parking is an issue.
- Chief of police walk
- Mobile service for homebound residents?
- 3rd party? Any company or university partnering? Get education for us
- Community college district?
- Google could do something
- Recognize google support
- Raising price of homes
- Have our own node, project
- Like to have arts classes
- What is plan for interim when branch is built, park building still in use
- Very windy at park
- Option 4 gives more opportunities, space – break up teen, adult areas etc.



City of Sunnyvale

Agenda Item

19-0995

Agenda Date: 12/11/2019

Annual Review of Code of Ethics and Conduct for Appointed Officials



City of Sunnyvale

2019 Code of Ethics and Conduct for Elected and Appointed Officials

"Conduct is three-fourths of our life and its largest concern."

-- Matthew Arnold

Table of Contents

<u>Title</u>	<u>Page No.</u>
A. Ethics	3
B. Conduct	5
1. Elected and Appointed Officials' Conduct with One Another	5
2. Elected and Appointed Officials' Conduct with City Staff	7
3. Elected and Appointed Officials' Conduct with the Public	10
4. Council Conduct with Other Public Agencies	12
5. Council Conduct with Boards and Commissions	12
6. Conduct with the Media	13
C. Sanctions	14
D. Principles of Proper Conduct	16
E. Checklist for Monitoring Conduct	17
F. Glossary of Terms	17
G. Implementation	17
APPENDIX A - Model of Excellence Member Statement	19

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

Policy Purpose

The Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The citizens and businesses of Sunnyvale are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Sunnyvale Commitment to Excellence, the effective functioning of democratic government therefore requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The Ethics section of the City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Sunnyvale and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Sunnyvale City Council, boards and commissions.
2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the laws of the nation, the State of California and the City of Sunnyvale in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; the Sunnyvale City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.
3. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.
4. Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

5. Conduct of Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.
6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. Communication. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.
8. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.
9. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. Confidential Information. Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. Use of Public Resources. Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
12. Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
13. Advocacy. Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

Councilmembers and board and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, board/commission meetings, or other official City meetings.

14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Sunnyvale City government as outlined by the Sunnyvale City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of boards and commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT

The Conduct section of the City's Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City staff, constituents, and others they come into contact with in representing the City of Sunnyvale. It reflects the work of a Council Policy and Protocol Subcommittee that was charged with defining more clearly the behavior, manners, and courtesies that are suitable for various occasions. The Subcommittee also considered a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected and appointed officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers and board and commission members to do the right thing in even the most difficult situations.

1. Elected and Appointed Officials' Conduct with One Another

"In life, courtesy and self-possession, and in the arts, style, are the sensible impressions of the free mind, for both arise out of a deliberate shaping of all things and from never being swept away, whatever the emotion, into confusion or dullness."

-- William Butler Yeats

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

Elected and appointed officials are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

1(a). In Public Meetings

Use formal titles

Elected and appointed officials should refer to one another formally during public meetings, such as Mayor, Vice Mayor, Chair, Commissioner or Councilmember followed by the individual's last name.

Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose. In private settings, board and commission members may communicate at any time and on any subject with individual members of the City Council, and may express to them individual viewpoints and opinions. In public, however, all members shall represent the official policies or positions of their board or commission, with the following exception. During a Council public hearing on any item addressed by the board or commission, any member may speak under standard time limits, but shall indicate whether their testimony represents an official position (majority opinion) or a minority opinion of the board/commission to which they belong. The chair shall represent the majority view of the board or commission, but may report on any minority views as well, including his or her own. When an official

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

board or commission position differs from staff's recommendation on a particular policy issue, then at the Mayor's discretion additional time may be provided to the chair of the board or commission (or his/her designee) to explain the position of the board/commission or to rebut statements made by staff or the public. If new information is brought to light during a public hearing which was not shared previously with the board or commission, the Mayor may allow the board or commission chair to respond. If the Council deems the new information sufficient to warrant additional study, then by majority vote Council may remand the issue back to the board or commission for further study prior to taking other action itself.

Individual opinions and positions may be expressed by board and commission members regarding items that have not come before the particular board/commission to which they belong. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

Although a board or commission may disagree with the final decision the Council makes, the board or commission shall not act in any manner contrary to the established policy adopted by the Council.

1(b). In Private Encounters

Continue respectful behavior in private

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and E-mail

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speaker phone in a full office? What would happen if this E-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

Even private conversations can have a public presence

Elected and appointed officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

In private, board and commission members may communicate at any time and on any subject with the City Council, and may express to Council individual viewpoints and opinions.

2. Elected and Appointed Officials' Conduct with City Staff

"Never let a problem become an excuse."

-- Robert Schuller

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implements and administers the Council's

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Member questions/inquiries to City staff

1. General. Council and board/commission communications with City staff should be limited to normal City business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day.
2. Routine Requests for Information and Inquiries. Members may contact staff directly for information made readily available to the general public on a regular basis (e.g., “What are the library’s hours of operation?” or “How does one reserve a tee time at the golf course?”). Under these circumstances staff shall treat the member no differently than they would the general public, and the member shall not use their elected status to secure preferential treatment. The city manager does not need to be advised of such contacts.
3. Non-Routine Requests for Readily Available Information. Members may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., “How many traffic lights are there in the City?” or “Under what circumstances does the City lower its flags to half mast?”).
4. Non-Routine Requests Requiring Special Effort. Any member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the city manager, or to the city attorney, as appropriate (e.g., “How many Study Issues completed over the past five years have required 500 or more hours of staff time?”, or “What is the logic behind the City’s sign ordinances affecting businesses along El Camino Real?”). The city manager (or city attorney as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers (if originating from a Councilmember), relevant board or commission members (if originating from a board or commission member), the city manager, the city attorney as appropriate and affected department directors.
5. Meeting Requests. Any member request for a meeting with staff must be directed to the city manager or city attorney, as appropriate.
6. Public Safety Restrictions. Under certain circumstances, requests for information regarding operations or personnel of the Department of Public Safety may be legally restricted. Applicable statutes include: The Peace Officers’ Procedural Bill of Rights (California Government Code Section 3300, et seq.), Confidentiality of Peace Officer Records (California Penal Code Section 832.5-7), and a number of exceptions to the California Public Records Act, defined in Government Code Section 6254. Providing information in response to such requests could violate the law, and might also violate due process rights that have been defined for peace officers in the State of

For ease of reference in the Code of Ethics and Conduct, the term “member” refers to any member of the Sunnyvale City Council or the City’s boards and commissions established by the City Charter, City Ordinance or Council policy.

California. Accordingly, it shall be the policy of the City of Sunnyvale to strictly comply with all applicable legal authorities governing the release of Department of Public Safety information and records.

Do not disrupt City staff from their jobs

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

Never publicly criticize an individual employee

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the city manager through private correspondence or conversation. Comments about staff in the office of the city attorney should be made directly to the city attorney. Appointed officials should make their comments regarding staff to the city manager or the Mayor.

Do not get involved in administrative functions

Elected and appointed officials must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. [See Code of Ethics] The Sunnyvale City Charter, Section 807, also contains information about the prohibition of Council interference in administrative functions.

Check with City staff on correspondence before taking action

Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under the City's policies governing volunteers. (Council Policy 7.2.19, Boards and Commissions.)

Limit requests for staff support

Routine secretarial support will be provided to all Councilmembers. The Council Executive Assistant opens all mail for Councilmembers, unless a Councilmember requests other arrangements. Mail addressed to the Mayor is reviewed first by the city manager who notes suggested action and/or follow-up items.

Requests for additional staff support – even in high priority or emergency situations – should be made to the city manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

3. Elected and Appointed Officials' Conduct with the Public

"If a man be gracious and courteous to strangers, it shows he is a citizen of the world, and that his heart is no island cut off from other lands, but a continent that joins to them."

-- Francis Bacon

3(a). In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

Be welcoming to speakers and treat them with care and gentleness. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

"I give many public presentations so standing up in front of a group and using a microphone is not new to me. But I found that speaking in front of Council was an entirely different experience. I was incredibly nervous and my voice was shaking. I think the reason was because the issue was so personal to me. The Council was going to take a vote that would affect my family's daily life and my home. I was feeling a lot of emotion. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity."

Be fair and equitable in allocating public hearing time to individual speakers.

"The first thing the Mayor said to me was to be brief because the meeting was running late and the Council was eager to go home. That shouldn't be my problem. I'm sorry my item was at the end of the agenda and that there were a lot of speakers, but it is critically important to me and I should be allowed to say what I have to say and believe that the Council is listening to me."

The chair will determine and announce limits on speakers at the start of the public hearing process. Questions should not be asked for the express purpose of allowing one speaker to evade the time limit imposed on all others (e.g., "Was there something else you wanted to say?"). Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed ten. If many speakers are anticipated, the chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the chair requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.

Give the appearance of active listening

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials. To express an opinion or pass judgment prior to the close of a public hearing casts doubt on a member's ability to conduct a fair review of the issue. This is particularly important when officials are serving in a quasi-judicial capacity.

Ask for clarification, but avoid debate and argument with the public

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

If speakers become flustered or defensive by questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by members to the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

No personal attacks of any kind, under any circumstance

Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

Follow parliamentary procedure in conducting public meetings

The city attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The chair, subject to the appeal of the full Council or board/commission makes final rulings on parliamentary procedure.

3(b). In Unofficial Settings

Make no promises on behalf of the Council, board/commission or City

Members will frequently be asked to explain a Council or board/commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council or board/commission action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

Make no personal comments about other members

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other members, their opinions and actions.

Remember that despite its impressive population figures, Sunnyvale is a small town at heart
Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Sunnyvale. Honesty

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

and respect for the dignity of each individual should be reflected in every word and action taken by members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

4. Council Conduct with Other Public Agencies

"Always do right. This will gratify some people and astonish the rest."
-- Mark Twain

Be clear about representing the City or personal interests

When representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose.

When representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Correspondence also should be equally clear about representation

City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the Council Executive Assistant to be filed in the Council Office as part of the permanent public record.

City letterhead should not be used for non-City business nor for correspondence representing a dissenting point of view from an official Council position.

5. Council Conduct with Boards and Commissions

"We rarely find that people have good sense unless they agree with us."
--Francois, Duc de La Rochefoucauld

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a board or commission meeting, be careful to only express personal opinions

Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

Limit contact with board and commission members to questions of clarification

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

It is inappropriate for a Councilmember to contact a board or commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact board or commission members in order to clarify a position taken by the board or commission.

Remember that boards and commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

Be respectful of diverse opinions

A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

Keep political support away from public forums

Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

6. Conduct with the Media

*"Keep them well fed and never let them know that all you've got is a chair and a whip."
-- Lion Tamer School*

Board and commission members are not authorized to represent the City outside of official board/commission meetings unless specifically authorized to do so.

Councilmembers are frequently contacted by the media for background and quotes.

The best advice for dealing with the media is to never go "off the record"

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

The Mayor is the official spokesperson for the City on City positions.

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

Choose words carefully and cautiously

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

C. SANCTIONS

*"You cannot have a proud and chivalrous spirit if your conduct is mean and paltry;
for whatever a man's actions are, such must be his spirit."
-- Demosthenes*

Model of Excellence

City Councilmembers, Board and Commission Members, and Council appointees who do not sign the Model of Excellence (Appendix A) shall be ineligible for intergovernmental assignments or Council subcommittees.

Ethics Training for Local Officials

City Councilmembers, Board and Commission Members, and Council appointees who are out of compliance with State- or City-mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council sub-committees, and may be subject to sanctions.

Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

Inappropriate Staff Behavior

Councilmembers should refer to the city manager any City staff or to the city attorney any City Attorney's staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

Councilmembers Behavior and Conduct

Compliance and Enforcement. The Sunnyvale Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Sunnyvale City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Sunnyvale or with inter-government agencies) or have official travel restricted.

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

Board and Commission Members Behavior and Conduct

Counseling, verbal reprimands and written warnings may be administered by the Mayor to board and commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective board or commission, the city clerk, the city attorney, the city manager, and the City Council. Written reprimands administered by the Mayor shall not be included in packets for public meetings and shall not be publicized except as required under the Public Records Act.

The City Council may impose sanctions on board and commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation. The Report to Council shall be distributed in accordance with normal procedures, including hard copies to numerous public facilities and posting online. Any Report to Council addressing alleged misconduct by a board or commission member shall be routed through the Office of the city attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

When deemed warranted, the Mayor or majority of Council may call for an investigation of board or commission member conduct. Should the city manager or city attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the city manager and/or the city attorney to investigate the allegation and report the findings.

The results of any such investigation shall be provided to the full Council in the form of a Report to Council, and shall be placed on the agenda of a noticed public meeting as "Information Only". Any such report shall be made public and distributed in accordance with normal procedures (i.e., hard copies to numerous public locations and posted online). Any report to Council addressing the investigation of board and commission members shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

It shall be the Mayor and/or the Council's responsibility to determine the next appropriate action. Any such action taken by Council (with the exception of "take no further action") shall be conducted at a noticed public hearing. These actions include, but are not limited to: discussing and counseling the

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

individual on the violations; placing the matter on a future public hearing agenda to consider sanctions; forming a Council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Council consideration.

Under the City Charter, the City Council also may remove members of boards and commissions from office. A violation of this Code of Ethics and Conduct shall not be considered a basis for challenging the validity of a Council, board or commission decision.

D. PRINCIPLES OF PROPER CONDUCT

Proper conduct IS ...

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct IS NOT ...

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

It all comes down to respect

Respect for one another as individuals ... respect for the validity of different opinions ... respect for the democratic process ... respect for the community that we serve.

E. CHECKLIST FOR MONITORING CONDUCT

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?

For ease of reference in the Code of Ethics and Conduct, the term “member” refers to any member of the Sunnyvale City Council or the City’s boards and commissions established by the City Charter, City Ordinance or Council policy.

- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?
- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?
- Do I question and confront different points of view in a constructive manner?
- Do I work to resolve differences and come to mutual agreement?
- Do I support others and show respect for their ideas?
- Will my conduct cause public embarrassment to someone else?

F. GLOSSARY OF TERMS

attitude	The manner in which one shows one's dispositions, opinions, and feelings
behavior	External appearance or action; manner of behaving; carriage of oneself
civility	Politeness, consideration, courtesy
conduct	The way one acts; personal behavior
courtesy	Politeness connected with kindness
decorum	Suitable; proper; good taste in behavior
manners	A way of acting; a style, method, or form; the way in which things are done
point of order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
point of personal privilege	A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive
propriety	Conforming to acceptable standards of behavior
protocol	The courtesies that are established as proper and correct
respect	The act of noticing with attention; holding in esteem; courteous regard

G. IMPLEMENTATION

As an expression of the standards of conduct for members expected by the City, the Sunnyvale Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Sunnyvale Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

(Adopted: RTC 08-113 (4/8/08), Update: RTC 09-036 (2/3/09); Updated: RTC 09-047 (2/24/09); Approved with no changes: RTC 10-078 (3/23/10); Approved with no changes: RTC 11-058 (3/29/11); Approved with no changes: RTC 12-067 (3/20/2012); Updated: RTC 13-060 (3/19/13); Approved with no changes: RTC 14-0211 (3/18/14); RTC 15-0050 (3/24/15); RTC 16-0360 (4/5/16); RTC 17-0161 (3/28/17); RTC 18-0036 (1/9/18)

Lead Department: Office of the City Manager

APPENDIX A - Model of Excellence Member Statement

MODEL OF EXCELLENCE

Sunnyvale City Council, Boards and Commissions

MEMBER STATEMENT

As a member of the Sunnyvale City Council or of a Sunnyvale board or commission, I agree to uphold the Code of Ethics and Conduct for Elected and Appointed Officials adopted by the City and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Sunnyvale;
- Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of Sunnyvale Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

City Council Seat #____

For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.



City of Sunnyvale

Agenda Item

19-1243

Agenda Date: 12/11/2019

Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2020
Proposed Study Issues*

Date	Working Title	Summary of Scope	Staff Comments
6/12/19	Sunnyvale Parks Waste Reduction Initiative	By creating opportunities to recycle in public spaces, municipalities can capture more materials for recycling, create and support a culture of recycling, and demonstrate the value of recycling materials. As a City, Sunnyvale has an opportunity to lead efforts to reduce garbage going to the landfill. The success of public space recycling programs involves community collaboration, infrastructure investments, and setting realistic goals that benefit residents, visitors, businesses and the environment. Success also comes from raising awareness about waste reduction, and the environmental and economic benefits resulting from recycling. Public space recycling can help communities move toward zero-waste programs and community-wide composting efforts. Public space recycling highlights a	The purpose of this study is to consider options for better managing garbage at City Parks to reduce waste. The Study will look at various options including, but not limited to recycling, food scraps and composting in City Parks. It's possible that by separating waste sooner in the collection stream at City parks that Sunnyvale may be able to significantly reduce waste produced at the parks going into landfills. The Study would identify best practices for minimizing refuse going to the landfill and analyze associated costs for the various options. Cost analysis would include such things labor, additional refuse retainers and infrastructure upgrades.

	community's commitment to the environment and sustainability, while increasing livability.	
--	--	--

9/17/19	Evaluate Feasibility of Sunnyvale LCS Hosting Pet Parade Event Annually	<p>The DuoDuo Project (a nonprofit organization), has been hosting Halloween Pet Parade in Sunnyvale Downtown and Sunnyvale City has been a significant co-sponsor for the event providing fee waivers, grant, marketing support, DPS officers, permit waivers etc. Pet Parade is a positive family venture focused towards the youth of our community. Participants and public who attended the event have felt that it represented their interests and is acceptable and inclusive way to promote work-life balance regardless of culture, income, gender or health. The event fits well with the City's commitment to encourage family and children related events. Considering that since 2008 the DuoDuo project has relied primarily on city sponsorship for the event and has come back to the council/PRC for budget on multiple occasions, request staff to study the feasibility of city LCS hosting this event annually as part of one of the larger community event already hosted by LCS with support from DuoDuo volunteers.</p>	<p>The scope requests that city staff study the feasibility of having the Library and Community Services Department assume host/organization responsibilities for the Sunnyvale Halloween Pet Parade as part of an existing (potentially larger) annual event already offered by the Library and Community Services Department. The scope also identifies maintaining staff/volunteer support from the Duo Duo Project.</p>
---------	---	--	---

9/17/19	Evaluate Feasibility of Dog Off-Leash Hours in Select Sunnyvale Park(s)	<p>There has been an increased community interest in establishing off-leash hours in a designated areas of public parks conveniently located within city limits so that residents and their well-behaved canine companions can exercise & play in a clean, safe environment. Creating a pet-friendly, well-maintained space would allow all dog lovers a place to bring their four-legged friends (who would be willing to uphold the rules and restrictions of the area, such as picking up after their dogs and maintaining up-to-date vaccinations) during hours when parks are not being used for other activities. Request staff to study the feasibility of off-leash dogs hour in select areas of select park(s) and potential impacts on other recreation uses, health, safety, environment, funding and maintenance. If necessary, create an off-leash pilot program in a select neighborhood park to understand the impacts in detail and also look into the study results from trials in neighboring cities.</p>	<p>The purpose of the Feasibility Study (Study) is to provide the City a guide for establishing off leash dog hours at City Parks. The Study will determine the options and opportunities for creating off leash dog park areas at select areas of select park(s) and specified times during the day. It will also consider the potential impacts on other recreational uses. Consideration will also be given to concerns such as public health and safety, the environment, capital costs as well as any increase in maintenance costs. The study should also consider creating a pilot program in a select City park to better understand the impacts in detail. In addition, similar study issues that may be available from other similar Cities should be reviewed.</p>
---------	---	---	---

9/23/19	Assessment of Needs for Additional/Expanded Outdoor Racket Sports Programs and Facilities	Recent and dramatic shifts in Sunnyvale's resident demographics, especially when considering youth, population aging and countries of origin, have been increasing the demand for certain outdoor racket sports, especially Pickleball, Tennis and Cricket. These take advantage of our favorable year-round weather while providing excellent exercise in either social or competitive play. Northern California continues to be a hot-spot of activity for Tennis in the U.S., Pickleball play is growing rapidly in many neighboring South Bay cities, and Cricket is now gaining popularity. Completion of this Study will assure that Sunnyvale is meeting current and new Resident's recreational needs and is properly planning for future growth requirements in these important recreational areas. A competitive analysis including other South Bay cities will assure that we are on the right track.	The purpose of this study is to consider current recreation trends and community needs relative to certain outdoor racket sports, especially Pickleball, Tennis and Cricket. The study would look at what neighboring cities offer in terms of programs and facilities; as well as engage the Sunnyvale community through surveys and needs assessments relative to the activities outlined above. The study should also include current facility use and demand, the long-range park capital projects plan and consider future opportunities and partnerships relative to land use and service delivery for the identified recreation needs.

*The study issues have been proposed for future sponsorship

Toward the end of the calendar year, no later than October, boards and commissions will review the list of proposed study issues and officially vote on sponsorship for each individually listed study issue. Official sponsorship means that the study issue is approved for ranking with a majority vote of the board or commission. Staff will then prepare the sponsored study issue papers, including fiscal impact **but not** the staff recommendation.



City of Sunnyvale

Agenda Item

19-1219

Agenda Date: 12/11/2019

2020 Master Work Plan

2020 Master Work Plan

Parks and Recreation Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 8	<ul style="list-style-type: none"> Rank Study Issues by January 31
February 12	<ul style="list-style-type: none"> Study Issues Overview Study Issues Update (Citywide)
March 11	<ul style="list-style-type: none"> Community Services Annual Events Calendar Capital Improvement Projects Update (Magical Bridge)
April 8	<ul style="list-style-type: none"> Animal Assisted Happiness Update Branch Library Update (Information Only)
May 20 Special Meeting	<ul style="list-style-type: none"> Review Recommended Budget (Joint Meeting with Arts Commission)
June 10	<ul style="list-style-type: none"> Recognition of Service Study Issues Update (Citywide)
July 8	<ul style="list-style-type: none"> Parks & Recreation Month Report Selection of Chair and Vice Chair
August 12	<ul style="list-style-type: none"> Urban Forest Management Plan
September 9	<ul style="list-style-type: none"> Capital Improvement Projects Update
October 14	<ul style="list-style-type: none"> State of the City Review Fee Waiver Report Study Issues Update (Citywide) PRC Study Issue Sponsorship
November 11	<ul style="list-style-type: none"> Review and Approve 2021 Master Work Plan Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials
December 9	<ul style="list-style-type: none"> Final month to Approve 2021 Master Work Plan