



City of Sunnyvale

Notice and Agenda

Board of Library Trustees

Monday, January 6, 2020

7:00 PM

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

CALL TO ORDER

ROLL CALL

PRESENTATION

[20-0088](#)

PRESENTATION - Library Services for Seniors

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address the board 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 board members to take action on an item not listed on the agenda. If you wish to address the board, please complete a speaker card and give it to the Recording Secretary. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

- 1.A [20-0087](#) Approve the Board of Library Trustees Meeting Minutes of November 18, 2019

Recommendation: Approve the Board of Library Trustees Minutes of November 18, 2019 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [20-0148](#) 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 [20-0108](#) Discussion of Options and Benefits of Establishing a Library Foundation

Recommendation: Alternative 4: Postpone a recommendation on this item until a new main library or major renovation of the main library is approved.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

-Staff Comments

ADJOURNMENT

Notice to the Public:

Any agenda related writings or documents distributed to members of this meeting body regarding any item on this agenda will be made available for public inspection in the Sunnyvale Public Library located at 665 W. Olive Avenue, Sunnyvale, California during normal business hours and in the Library Program Room on the evening of the Board of Library Trustees meeting, pursuant to Government Code §54957.5.

Agenda information is available by contacting Library Administration at erich@sunnyvale.ca.gov or (408) 730-7314. 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 Library Administration at (408) 730-7314. 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

20-0088

Agenda Date: 1/6/2020

PRESENTATION - Library Services for Seniors



City of Sunnyvale

Agenda Item

20-0087

Agenda Date: 1/6/2020

SUBJECT

Approve the Board of Library Trustees Meeting Minutes of November 18, 2019

RECOMMENDATION

Approve the Board of Library Trustees Minutes of November 18, 2019 as submitted.



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, November 18, 2019

7:00 PM

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

Special Meeting

CALL TO ORDER

Chair Lai called the meeting to order at 7:02 p.m.

ROLL CALL

Present: 4 - Chair Carey Wingyin Lai
Vice Chair Sharlene Wang
Board Member Daniel Bremond
Board Member Mark Isaak
Absent: 1 - Board Member Tina Hwang

Council Liaison Hendricks (absent)

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

1.A [19-0895](#) Approve the Board of Library Trustees Meeting Minutes of
October 7, 2019

Board Member Isaak moved, and Board Member Bremond seconded, approval of the Board of Library Trustees minutes of October 7, 2019 as submitted. The motion carried by the following vote:

Yes: 4 - Chair Lai
Vice Chair Wang
Board Member Bremond
Board Member Isaak

No: 0

Absent: 1 - Board Member Hwang

PUBLIC HEARINGS/GENERAL BUSINESS

2 [19-1190](#) Library Services for Students in Poverty

Librarian Raina Tuakoi provided information on the Library's outreach efforts, such as: Outreach to low-income neighborhoods through grant funded programs; Columbia Neighborhood Center and the Mayview Clinic; Women, Infant and Children (WIC); and First Five.

Chair Lai opened the public hearing, and there being no public testimony, closed the public hearing.

3 [19-1199](#) Library Services for Disabled Users

Librarian Laurie Borchard provided information to the Board regarding Library services being offered to disabled users, such as: ADA computers, print magnifiers, Americans with Disabilities Act (ADA) compliant website and social media, keyboard & mouse, ebooks, audiobooks, large print books, braille books, homebound delivery, sensory story time, Library tours, and event accommodation. Librarian Borchard also reviewed Library improvements, such as: adjustable desk & tables, adaptive keyboard overlay, spelling and instructional software, screen reading software, visible fire alarms and assisted listening devices.

Chair Lai opened the public hearing, and there being no public testimony, closed the public hearing.

4 [19-1166](#) Approve 2020 Master Work Plan

Board Member Isaak moved and Board Member Bremond seconded the motion to approve the 2020 Master Work Plan as presented. The motion carried by the following vote:

Yes: 4 - Chair Lai
Vice Chair Wang
Board Member Bremond
Board Member Isaak

No: 0

Absent: 1 - Board Member Hwang

5 [19-1165](#) Annual Review of Code of Ethics and Conduct for Elected and

Appointed Officials

Superintendent Steve Sloan reviewed the 2019 Code of Ethics and Conduct for Elected and Appointed Officials with the Board.

Chair Lai opened the public hearing, and there being no public testimony, closed the public hearing.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

The Board requested a presentation on critical thinking and made comments about the RepairCafe Library event.

-Staff Comments

Superintendent Steve Sloan provided the Board with an update on: New Director of Library and Community Services, Cherise Brandell; drag queen storytime; discontinuing Kanopy; eBook collection with Cloudlink; Diwali and Day of the Dead celebrations; the Friends of the Library book sale; group study room; tech lab; carpet replacement; public address system; and video camera installations.

ADJOURNMENT

Chair Lai adjourned the meeting at 8:41 p.m.



City of Sunnyvale

Agenda Item

20-0148

Agenda Date: 1/6/2020

REPORT TO BOARD OF LIBRARY TRUSTEES

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 2016/17 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 approved 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 approved the Agreement at their regular meeting on December 3, 2019. The Sunnyvale school District Board of Trustees approved the Agreement at their regular 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 using 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 Board of Library Trustees agenda on the City's official-notice bulletin board, and by making the agenda and report available at the Office of the City Clerk and on the City's website.

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

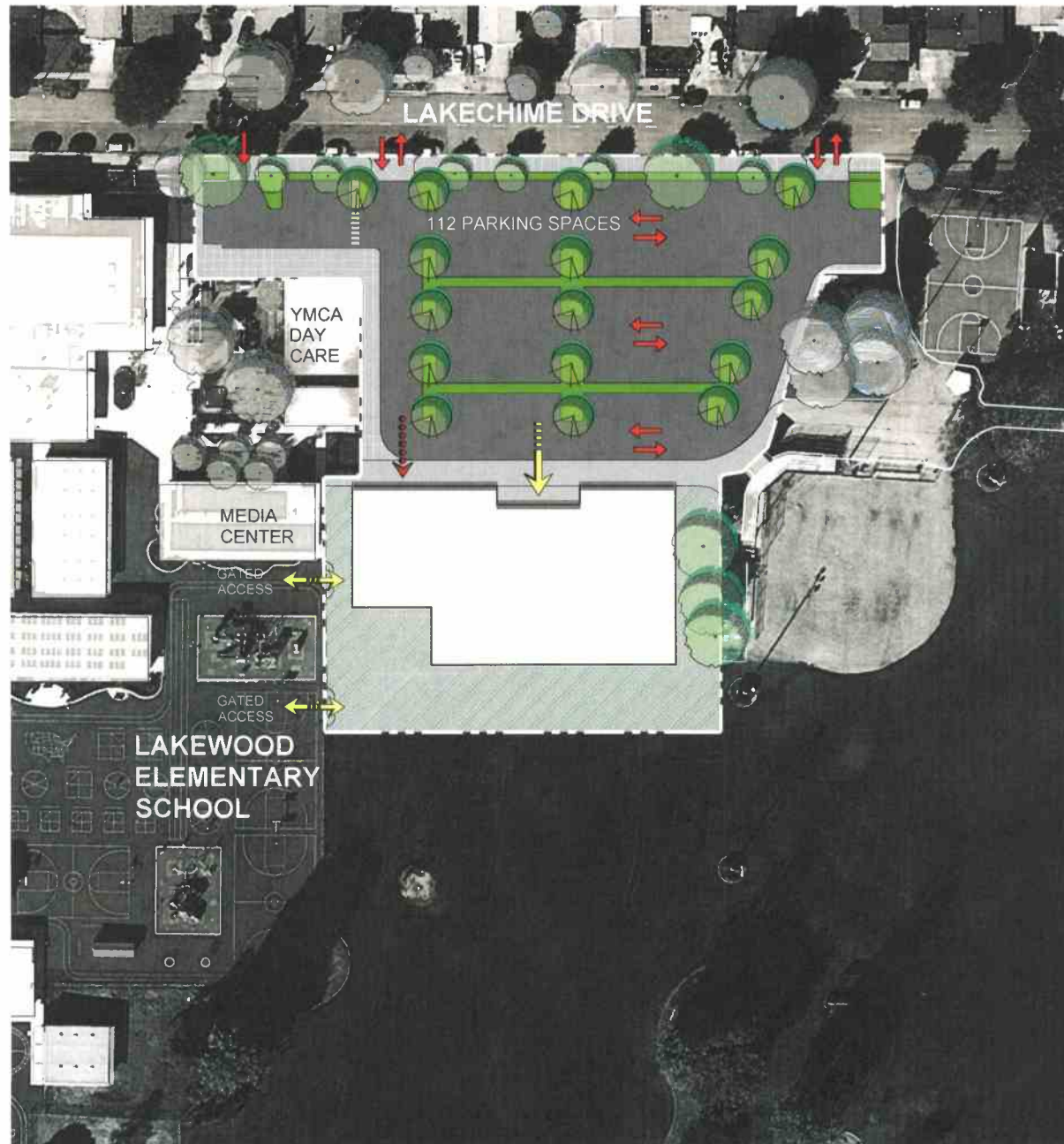
APPROVED AS TO FORM:

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 not 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 Hands 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, vcnr, 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

The Parties agree to share in the expense of the following capital improvements in accordance with the overall cost sharing allocation of seventy-five percent (75%) City, ten percent (10%) Sunnyvale School District and fifteen percent (15%) Fremont Union High School District.

I.

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	

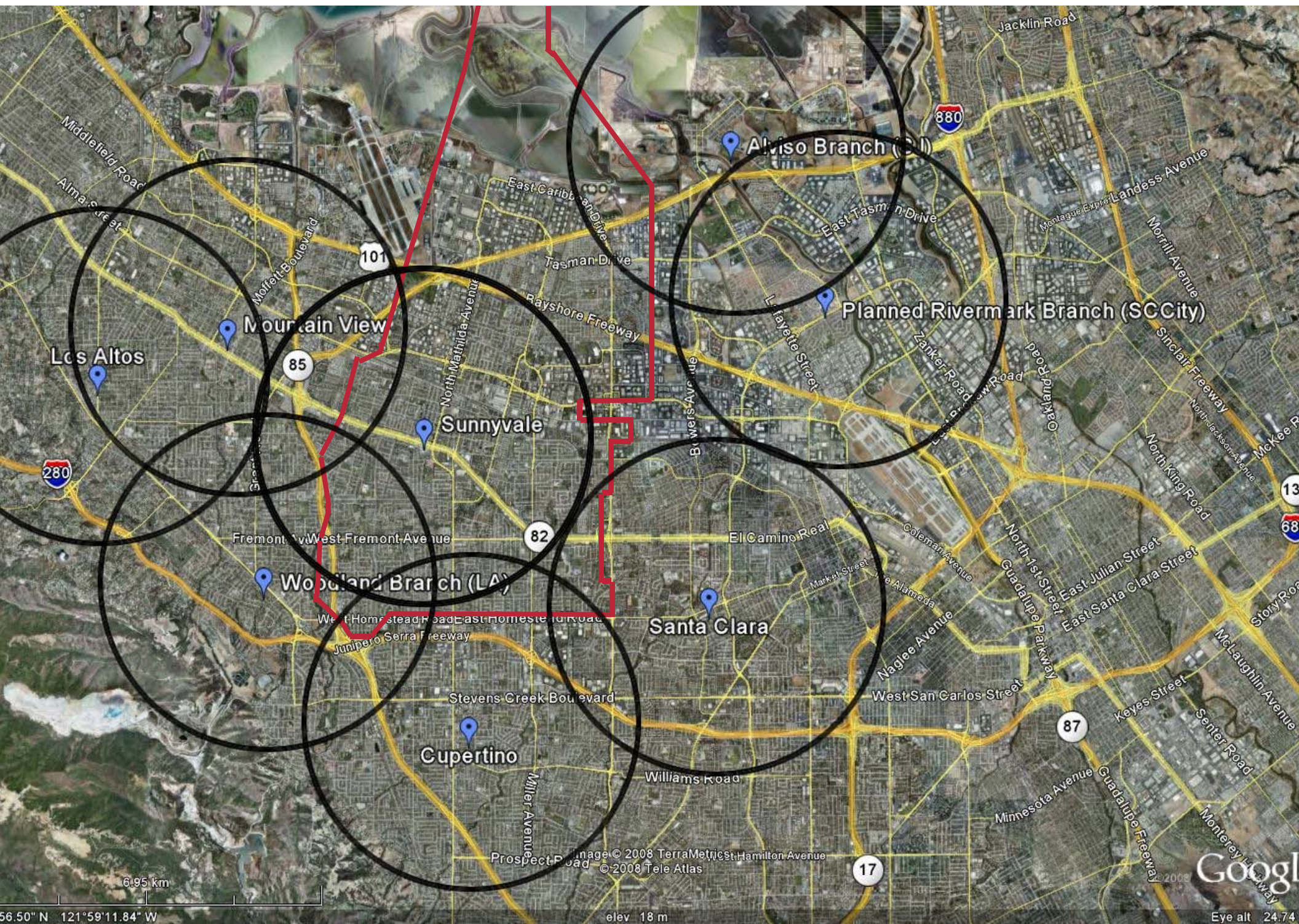
2. Total Cost Summary				
		Eligible for Cost Share?	Fremont Share	SSD Share
Salary and Benefits	\$1,000,702	Partial	\$63,258	\$42,172
Purchased Goods and Services				
- Library Acquisitions - Books	46,111			
- Library Acquisitions - Audiovisuals	38,192			
Internal Service Charges				
- Technology	74,617	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



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

20-0108

Agenda Date: 1/6/2020

REPORT TO BOARD OF LIBRARY TRUSTEES

SUBJECT

Discussion of Options and Benefits of Establishing a Library Foundation

BACKGROUND

On March 7, 2019, the City Council approved a study issue to consider Options and Benefits of Establishing a Library Foundation (Attachment 2).

Sunnyvale's Friends of the Sunnyvale Public Library (Friends) (a 501 (c) 3 non-profit), established in 1965, has provided generous financial support for library programs. The Friends generate roughly \$200,000 annually through sales of donated books and other marketing collateral (such as book bags). Following several years of research, the Friends determined they do not currently have the interest or capacity for launching, advocating for and managing a major capital campaign in support of a new or expanded library facility although they do have a dormant Capital Campaign Committee.

The purpose of this report is to outline the process and options for forming a body to focus on a capital giving campaign for a new or expanded main library facility that would be separate and distinct from the City and the regulations and restrictions the City faces related to fundraising, etc.

The City Council is scheduled to consider this item on Tuesday, February 4, 2020.

EXISTING POLICY

Council Policy 6.2B states: Provide library services to help community residents find and use the materials and information they need.

General Plan Policy CC-7 states: Provide access to the library and materials.

ENVIRONMENTAL REVIEW

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

DISCUSSION

Differences between Friends of the Library organizations and Library Foundations:

Friends of the Library Organizations

- Friends of the Library groups, such as Sunnyvale's Friends, are generally membership organizations.
- Friends groups are usually made up of community members with a strong interest in books and libraries.

- Typical activities of Friends groups include book sales and volunteer activities within library buildings.

Library Foundations

- Library Foundations have donors, not members.
- Foundations are generally staff-driven, employ staff fundraising expertise, and are made up of a community's "movers and shakers."
- Typical activities include managing annual fund-raising and/or capital campaigns, advocacy in general or for specific bond measures, corporate giving programs, facilitating naming programs, and soliciting major gifts from individuals, including non-library users.
- Effective fundraising strategies for Foundations often include capital campaigns, annual giving campaigns, planned giving programs and annual fundraising events such as auctions or dinners.

Library Foundations that are classified as public charities under section 501(c)(3) of the Internal Revenue Code, often invest their funds through Community Foundations or bank trust companies or other money managers. Money raised by the Foundation does not belong to the Library or the City and is not subject to government control or regulation. Donations are tax-exempt. Dispersal of funds is typically decided between the Foundation Board and the Library Board of Trustees.

In some models, cities or counties employ the staff of the Foundation who report to the Library Director. The City might also supply office space and equipment, assist with financial reporting, and provide marketing and volunteer support through an operating agreement.

Process for Creating a Foundation

1. Most Library Foundations are formed when a compelling need to fundraise is identified, for example, if a new library or major renovation requiring a bond measure is planned. Fund raising best practices call for a well-crafted needs statement, called a case statement, prior to recruiting volunteers or planning a campaign.
2. Make a list of possible Library Foundation Board members, including the initial champions of the effort who will manage the process of forming the Foundation and recruiting the initial board. Initial Board members often include high profile community and corporate leaders.
3. Seek professional advice for structuring the foundation and preparing the legal documents needed to establish the Foundation.
4. Apply to the IRS for federal tax-exempt status.
5. It is often necessary to hire a director for the Foundation with fund development experience.
6. Determine community resources that will be used for deposit of monies raised, such as a community bank trust or community foundation.
7. Develop both a long-range plan for the Foundation as well as the fundraising campaign strategy that supports the case statement developed above.

Options for formation of a Library Foundation

Best practices identify two options for establishing a Library Foundation:

1. Establish a stand-alone 501(c)(3) Library Foundation: this option involves recruiting community members to form a Library Foundation charged with fund raising for library

infrastructure. Benefits include the singular purpose of having an organization focused on raising funds, especially in a community with a history of philanthropy and a compelling case statement for additional/new library infrastructure. Downsides can include the confusion of having multiple organizations serving a single library; and competition between those organizations for resources such as funding, donors, board members and community attention. Additionally, administrative requirements associated with maintaining IRS tax-exempt status could require outside counsel and/or staff training and would involve additional costs.

2. An emerging model in cities of all sizes, including San Francisco, is a merged Friends/Foundation pattern of organization. This model has the benefits of eliminating confusion caused by two separate library support organizations. It also focuses staff resources and streamlines communication, decreases competition and broadens the range of community participants, enhancing visibility and credibility in the community. Additionally, a merged model provides just one nonprofit organization that needs to recruit board members and file annual reports with the state and IRS, thus reducing administrative overhead. Communities using this model indicate a downside is the “mixed mission” that occurs when charging a Friends group with these additional responsibilities. One key to success in overcoming this negative is a comprehensive committee structure allowing individuals from the Friends and the Foundation Committee to align with and engage in the activities for which they have the greatest passion.

FISCAL IMPACT

Although the purpose of a foundation would be to raise funds to support a library capital campaign, there could be certain fiscal impacts depending on how the foundation is structured, the exact amount of which are undetermined at this time. If the group were to hire a staff member to conduct fund raising activities; however, depending upon how that position is organized, there could be a cost to the City and supervisory responsibility added to the LCS Director. Many Library Foundations, through MOUs with the local Library, County or City, receive services such as office space, financial reporting, and marketing support for which the Library may charge the Foundation.

PUBLIC CONTACT

Public contact was made through posting of the Board of Library Trustees 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 create a Council Subcommittee to undertake the process of developing a case statement (need statement) and initial list of champions to recruit potential Foundation Board members and ultimately for a Library Foundation or Friends Foundation Committee.
2. Recommend that the Council supplement the current Friends fundraising structure by adding professional fund raising staff through an Agreement with the Friends.
3. Consider other alternatives as suggested by the Board of Library Trustees.
4. Postpone a recommendation on this item until a new main library or major renovation of the main library is approved.

RECOMMENDATION

Alternative 4: Postpone a recommendation on this item until a new main library or major renovation of

the main library is approved.

The Lakewood Branch Library and Learning Center is fully funded. Given that the primary purpose of a Library Foundation is fundraising for major capital campaigns and a compelling case statement is required for volunteer recruitment and effective fundraising, staff recommends that a decision be made regarding future main library replacement or renovation prior to the creation of a new Foundation or Friends/Foundation committee. Should construction of a new main library or major renovation be planned, staff recommends working with the Friends to add suitable Board Members to form a Foundation Committee under a merged model, including raising funds for a professional staff to manage fundraising efforts.

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

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. March 28, 2017 Staff Report on 2017 Proposed Study Issue

ATTACHMENT 1

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



City of Sunnyvale

Agenda Item

18-1017
Agenda Date: 3/7/2019

2019 COUNCIL STUDY ISSUE

NUMBER

LCS 19-01

TITLE Options and Benefits of Establishing a Library Foundation

BACKGROUND

Lead Department: Library and Community Services

Support Departments: Office of the City Manager

Office of the City Attorney

Sponsor(s): Board of Library Trustees

History: 1 year ago: N/A

2 years ago: N/A

SCOPE OF THE STUDY

What precipitated this study?

Since 1965, the Friends of the Sunnyvale Public Library, a 501(c)3 non-profit organization, has provided generous donations to support library services through a longstanding relationship with the City. When Council approved construction of a new branch library at Lakewood Park, the Friends recognized a need to focus public attention on library services, facilities and needs and stimulate monetary donations through fundraising, endowments, and bequests. In 2014, the Friends formed a sub-committee to achieve this goal. The sub-committee was conceived as a mechanism by which a library foundation could grow out of and be legally created, and structuring it in this way was consistent with the mission and bylaws of the Friends. However, the sub-committee has thus far been unable to attract the key stakeholders that would be needed to organize an effective fundraising effort. For this reason, the Board of Library Trustees suggested a study by staff to raise awareness of the options and benefits of establishing a library foundation for the City and its residents.

What are the key elements of the study?

The study issue would describe the benefits of a library foundation, research the different models for establishing a library foundation, and organize a forum of experts to share best practices. The research would include legal structures, state requirements, federal tax-exempt requirements, ongoing recordkeeping requirements, activities that could jeopardize status, effective fundraising strategies, and relationships with stakeholders, including City staff and the City Council. The forum would be open to the public, include speakers from neighboring jurisdictions operating successful foundations, and feature best practice information on topics such as fundraising, community engagement, operational effectiveness, and volunteer recruitment and retention.

Estimated years to complete study: 6 months

FISCAL IMPACT**Cost to Conduct Study**

Level of staff effort required (opportunity cost): Moderate
Funding Required for Non-Budgeted Costs: \$0

The Study would require moderate staff time from the Department of Library and Community Services to conduct policy research and analysis on the Study. Staff time would also be required from the Office of the City Manager and Office of the City Attorney to review and advise on results of research.

Cost to Implement Study Results

Minimal or no cost expected to implement.

EXPECTED CITY COUNCIL, BOARD OR COMMISSION PARTICIPATION

Council-Approved Work Plan: No

Council Study Session: Yes

Reviewed by Boards/Commissions: Board of Library Trustees

STAFF RECOMMENDATION

Support. This policy issue merits discussion at the 2019 Study Issues Workshop.

Maintaining appropriate library facilities based on changing community needs is Goal CC-7 of the General Plan. In November 2013, Council approved the construction of a new branch library facility, and in September 2018, Council approved the Civic Center Modernization Master Plan which includes a new main library facility. A library foundation could play an important role in supporting these capital projects. The proposed study issue would provide a valuable tool to raise the awareness of the options and benefits of a library foundation for the City and its residents.

Prepared by: Steve Sloan, Administrative Librarian

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

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager