



August 26, 2008

SUBJECT: Agreement Between the City of Sunnyvale and Silicon Valley Leadership (Formerly Leadership Sunnyvale) to Provide Leadership Sunnyvale Training Program

REPORT IN BRIEF

In accordance with City Council's policy governing "Relationships with Outside Groups," and Council's adoption of the FY 2008/09 budget, this report reviews a proposed agreement between the City and Silicon Valley Leadership (SVL), an independent, non-profit organization that provides leadership training for Sunnyvale community members.

SVL's leadership training activities are consistent with the City of Sunnyvale's Community Engagement Sub-Element, but are not offered by the City. SVL has expressed a desire to continue providing these services through a written agreement with the City for a period of two years. Please see Attachment A, *Agreement Between City of Sunnyvale and SVL*.

Staff recommends that Council approve the new SVL Agreement dated July 1, 2008, and authorize the City Manager to enter into said Agreement on behalf of the City.

BACKGROUND

On June 3, 2008, Council authorized one-time funding of \$8,000 in FY 2008/2009 to Silicon Valley Leadership (SVL) with the approval of Budget Supplement No. 15 - *Outside Group Funding Request from Silicon Valley Leadership for Leadership Sunnyvale Program* (RTC No. 08-176). The budget supplement of \$8,000 will be identified in the General Fund for reimbursement to SVL for services provided during FY 2008/09.

RTC-08-176 indicated that this direct financial support would be included in a two-year Agreement between the City of Sunnyvale and SVL which also supports SVL for Leadership Sunnyvale through the use of City facilities, City staff presentation support, and a commitment to enroll one City staff member in Leadership Sunnyvale. These in-kind services are valued at approximately \$6,190. Direct financial support of \$8,000, plus \$1,600 for enrollment of one City staff member totals \$9,600. In-kind services and direct financial support totals \$15,790 annually.

This proposed agreement is consistent with the arrangement the City has had with SVL for the past eight years. Staff provides the proposed new SVL Agreement dated July 1, 2008, for Council consideration. The agreement proposed in this report is also consistent with the *Relationships with Outside Groups* Council Policy. See attachment B, Council Policy 7.24, *Relationships with Outside Groups*.

EXISTING POLICY

Community Engagement Sub Element of Sunnyvale General Plan:

An Involved Community

Goal 7.B

Achieve a community in which all community members can be actively involved in shaping the quality of life and participate in local community and government activities.

Policy 7.2B.1

Provide opportunities for and encourage community involvement in the development and implementation of City and community policies, activities, programs and services.

7.2B.2b Facilitate the development of relationships and partnerships among community organizations and the business community to achieve common goals.

7.2B.3c Identify and build on opportunities for partnerships between the City and community members which can leverage resources to meet community needs.

Council Policy, 7.2.4 - Relationships with Outside Groups

DISCUSSION

The *Relationships With Outside Groups Policy* facilitates the provision of programs by an outside group that provides a community service, or promotes an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses, and/or has as its purpose the raising of funds and provision of financial support for the City's programs.

Staff proposes the City renew its agreement with SVL whereby SVL provides leadership training via the *Leadership Sunnyvale* program, to a minimum of 18 Sunnyvale community members per year. SVL students, staff and board members will also provide volunteer labor to assist with City events and activities. SVL will provide a minimum of 50 volunteer hours per year.

In exchange, the City will provide the following:

- As available, use of a Sunnyvale Community Center classroom 12 times per year for SVL Board of Directors' meetings, and 12 times per year for alumni meetings.
- As available, use of the following facilities for the *Leadership Sunnyvale* training sessions:

- Park building, once per year
- Department of Public Safety classroom (or similar classroom facility), nine times per year.
- Community Center meeting room, once per year
- Public Works Corporation Yard, training room, once per year
- *SmartStation*, training room, once per year
- As available, City staff to provide presentations on City-related business, totaling approximately 24 presentation hours per year. City to determine appropriate staff.
- One City staff per year to enroll in the *Leadership Sunnyvale* program. City to pay tuition at the rate of \$1,600 per student.

FISCAL IMPACT

Costs for facility rentals will be absorbed in the adopted FY2008/09 Community Building, Civic Engagement and Volunteering Program budget. The tuition cost for one City staff participant, and the staff presentations will be absorbed in the respective adopted FY2008/09 department budgets. No additional appropriation of funding is required.

As identified below, the total value of in-kind contributions is valued at \$6,190 (based on current rates). The total value of direct contributions is \$9,600. The combined total of annual support to SVL is approximately \$15,790.

Community Center meeting rooms	\$ 1,750
Public Safety Classroom (<i>valued at Community Center rate</i>)	2,700
Public Works Training Room (<i>valued at Community Center rate</i>)	150
Park building	90
Staff presentations	<u>1,500</u>
<i>Total In-kind Services</i>	<i>\$ 6,190.</i>
Tuition Payment for one City staff participant	\$1,600
Budget Supplement FY 2008-2009	<u>8,000</u>
<i>Total direct payments to SVL</i>	<i>\$9,600</i>
<i>Total In-kind services and direct payments</i>	<i>\$15,790</i>

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk. A draft report was reviewed in advance by SVL representatives.

ALTERNATIVES

1. Approve the two-year Silicon Valley Leadership Agreement, depicted by Attachment A, to provide \$6,190 of in-kind support and \$9,600 of direct funding support to Silicon Valley Leadership for leadership training via the *Leadership Sunnyvale* program, to the Sunnyvale community, and authorize the City Manager to enter into said Agreement.
2. Do not approve the Silicon Valley Leadership Agreement.
3. Other action as determined by Council.

RECOMMENDATION

Staff recommends Alternative No. 1. Approve the two-year Silicon Valley Leadership Agreement, depicted by Attachment A, to provide \$6,190 of in-kind support and \$9,600 of direct funding support to Silicon Valley Leadership for leadership training via the *Leadership Sunnyvale* program, to the Sunnyvale community, and authorize the City Manager to enter into said Agreement. This alternative leverages resources and provides the opportunity for community members to participate in leadership training activities that are consistent with the City of Sunnyvale's Community Engagement Sub-Element, but are not offered by the City.

Reviewed by:

Robert Walker, Assistant City Manager
Prepared by: Patricia Lord, Community Resources Manager

Reviewed by:

Mary Bradley
Director, Finance

Approved by:

Amy Chan
City Manager

Attachments

- A. Agreement between City of Sunnyvale and SVL
- B. Council Policy 7.2.4, Relationships with Outside Groups

Attachment A

AGREEMENT BETWEEN CITY OF SUNNYVALE AND SVL

THIS AGREEMENT dated July 1, 2008 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SVL ("GROUP").

WHEREAS the CITY desires to support independent organizations providing services beneficial to the Community; and

WHEREAS SVL wishes to provide non-profit services to benefit the CITY not otherwise offered or duplicated by the City of Sunnyvale; and

WHEREAS SVL wishes to use the City facilities and City staff for that purpose at no cost; and

WHEREAS SVL wishes to assist the CITY in providing Council-approved service delivery to the public in exchange for a reduced rate; and

WHEREAS, the parties desire to continue such arrangement up to June 30, 2008, under the terms and conditions specified in this Agreement,

NOW THEREFORE, in accordance with the CITY's Relationships with Outside Groups Policy, the CITY and SVL enter into this Agreement.

1. Obligations of CITY

CITY shall provide SVL facilities use as noted below, without any special cleaning or building preparations during the following dates and times in FY 2008/09:

Murphy Park Building, 7:30 a.m. – 5 p.m.

- October 16, 2008

Community Center Meeting Room, 7:30 a.m. – 1 p.m.

- May 14, 2008

Public Works Corporation Yard, Training Room, 1-5 p.m.

- May 14, 2008

Public Safety Headquarters, 700 All America Way
Training classroom, 8 a.m. – 1 p.m.

- October 18, 2008
- November 8, 2008
- December 13, 2008
- January 17, 2009
- February 21, 2009
- March 21, 2009
- April 18, 2009

- May 16, 2009
- June 6, 2009, 8 a.m. – 2 p.m.

Senior Center, 550 East Remington Drive
Laurel Room, 6 - 7:30 p.m.

Alumni Board Meetings

- July 7, 2008
- August 4, 2008
- September 8, 2008
- October 6, 2008
- November 3, 2008
- December 1, 2008
- January 5, 2009
- February 2, 2009
- March 2, 2009
- April 6, 2009
- May 4, 2009
- June 1, 2009

Community Center, 550 East Remington Drive
Neighborhood Room, 6 - 7:30 p.m.

SVL Board Meetings

Third Wednesday of the month:

- July 16, 2008
- August 20, 2008
- September 17, 2008
- October 15, 2008
- November 19, 2008
- December 17, 2008
- January 21, 2009
- February 18, 2009
- March 18, 2009
- April 15, 2009
- May 20, 2009
- June 17, 2009

As available, CITY shall provide SVL with appropriate staff for approximately 24 hours of presentations on City-related business. City to determine appropriate staff based on topic requested.

CITY shall provide one City staff member to attend *Leadership Sunnyvale* at a tuition rate of \$1,600.

2. Obligations of SVL

GROUP shall provide proof of non-profit status and shall remain non-profit during the life of this Agreement.

GROUP shall maintain a Board of Directors of at least 51% Sunnyvale residents.

GROUP shall train a minimum of 18 Sunnyvale community members in the *Leadership Sunnyvale* program.

GROUP shall comply with all Federal, State and local laws.

GROUP shall comply with all CITY rental use policies.

GROUP shall leave the building in the same or better condition then it was found.

GROUP shall maintain insurance in accordance with Section 7 below.

GROUP shall provide the following services at no cost to the CITY:

GROUP (alumni, staff and/or board members) shall provide a minimum of fifty (50) volunteer hours per year to the City. The CITY shall determine volunteer activities.

GROUP shall limit its use of City facilities to the activities identified directly above.

GROUP shall train one City staff member at a cost of \$1,600.

3. Conflicts of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement GROUP shall not accept employment or an obligation which is inconsistent or incompatible with GROUP's obligations under this Agreement.

4. Compliance with Laws

GROUP shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin or any other basis to the extent prohibited by federal, state or local law.

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.

5. Independent CONTRACTOR

GROUP is acting as an independent contractor in furnishing any services or materials and performing work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and GROUP. GROUP is responsible for paying all required state and federal taxes.

6. Indemnity

GROUP agrees to indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of GROUP, its officers, employees, agents, GROUP, subgroups or any officer, agent or employee thereof in relation to GROUP's performance under this Agreement.

7. Insurance

GROUP shall, at its own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

- a) Combined single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, CITY shall be named as an additional insured in all insurance policies.
- b) Worker's compensation insurance and employer's liability insurance for all employees of Licensee.

8. CITY Representative

The Manager of Community Resources or such other person as may be designated by the City Manager, shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

9. GROUP Representative

The President of the SVL Board of Directors shall represent GROUP in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of GROUP pertaining to the services or materials

Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice before the event to the other party.

14. Entire Agreement; Amendment

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

15. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

ATTEST:

CITY CLERK

CITY OF SUNNYVALE ("CITY")

Deputy City Clerk

By _____
City Manager

APPROVED AS TO FORM:

City Attorney

SVL

By _____
Daisy Nishigaya, President

Attachment B

Policy 7.2.4 Relationships with Outside Groups

POLICY PURPOSE:

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

POLICY STATEMENTS:

Eligibility

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

Types of Support

1. Financial Support

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

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

2. Use of City Facilities

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

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

Publicity

Groups seeking assistance with publicity shall comply with the following:

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

Other Support (Special Agreements)

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

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

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

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

Lead Department: Department of Parks and Recreation