



Council Meeting: February 12, 2013

SUBJECT: Approve In-Kind Services Agreement between the City of Sunnyvale and Silicon Valley Leadership to Provide Leadership Sunnyvale Training Program

BACKGROUND

On June 19, 2012, Council authorized one-time funding of \$6,000 in FY 2012/13 to Silicon Valley Leadership with the approval of *Budget Supplement No. 1 – Outside Group Funding Request from SVL for Leadership Sunnyvale Program*. As addressed in the Budget Supplement, the City has typically provided two types of assistance to this program – direct financial support via the Outside Group Funding process and in-kind services, such as use of City facilities at no cost.

A contract setting the parameters for the disbursement of the Council-approved Outside Group Funding has been executed. The attached proposed *In-Kind Services Agreement between City of Sunnyvale and SVL* (Agreement) identifies the specific in-kind services requested by SVL.

City support for FY 12/13, including Council's previously approved Outside Group Funding (\$6,000) and proposed in-kind services value (\$4,620), comes to a total of \$10,620.

EXISTING POLICY

Council Policy 7.2.1 Community Engagement

- **Goal 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 B.1:** Encourage community involvement in the development and implementation of City and community activities, programs and services.

Council Policy 7.2.4 - Relationships with Outside Groups

DISCUSSION

The purpose of this report is to recommend approval of the attached SVL Agreement and authorize the City Manager to enter into said Agreement on behalf of the City. The Agreement as drafted is similar to the arrangement the City has had with SVL in previous years, including FY 2011/12.

As noted in the Agreement (Attachment A), SVL will provide leadership training via the *Leadership Sunnyvale* program to City staff members at a reduced rate of \$800 each (to the extent that the City provides staff members to attend) and

will provide a minimum of 50 volunteer hours per year, at no cost to the City, to assist with City events and activities.

In exchange, the City will provide the following:

- As available, use of the following facilities for the *Leadership Sunnyvale* training sessions:
 - City facilities (e.g. park building, program room);
 - Department of Public Safety classroom (or similar classroom facility); and
 - Community Center meeting rooms.
- As available, presentations by City staff on City-related business totaling approximately 24 presentation hours per year.

As detailed below, the total estimated value of in-kind services requested by Silicon Valley Leadership is \$4,620. In exchange, the City will receive a savings of \$800 per student in tuition and 50 volunteer hours, worth approximately \$1,209 (\$24.18/hr).

Requested Amenity	Value
Community Center Meeting Room (9 hrs @ \$60/hr)	\$540
Public Safety Classroom (35 hrs @ \$60/hr, LCS rate)	\$2,100
Other City facilities (8 hrs @ \$60/hr)	\$480
Staff presentations (24 hrs @ \$62.50/hr)	\$1,500
Total In-kind Services	\$4,620

Option for Renewal

One change to the Agreement Council will notice is an option for renewal. The proposed language would authorize the City Manager to renew the original Agreement annually for four additional one-year periods so long as both parties agree. This authority to renew would expedite and simplify the implementation of the in-kind services component of the City's support of this annual training program.

FISCAL IMPACT

The cost of tuition for City staff participants in the training program and the total cost of in-kind services will be absorbed in the respective adopted FY 2012/13 department operating budgets. No additional appropriation of funding is required.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

ALTERNATIVES

1. Approve Attachment A, *In-Kind Services Agreement between the City of Sunnyvale and SVL, Outside Group Funding* and authorize the City Manager to enter into said Agreement.
2. Other action as directed by Council.

RECOMMENDATION

Staff recommends Alternative 1: Approve Attachment A, *In-Kind Services Agreement between the City of Sunnyvale and SVL, Outside Group Funding* and authorize the City Manager to enter into said Agreement.

This agreement is consistent with Council's approval of *Budget Supplement No. 1 – Outside Group Funding Request from SVL for Leadership Sunnyvale Program* and previous action by the City in support of this program.

Reviewed by:

Robert Walker, Assistant City Manager
Prepared by: Yvette Blackford, Senior Management Analyst

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. *In-Kind Services Agreement between the City of Sunnyvale and Silicon Valley Leadership.*

**IN-KIND SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND SILICON VALLEY LEADERSHIP**

THIS AGREEMENT, dated July 1, 2012, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SILICON VALLEY LEADERSHIP ("SVL" or "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, 2013, 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 ("PARTIES") 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 2012/13:

Community Center Neighborhood Room, 8 a.m. – 5 p.m.

- Friday, October 19, 2012

SMaRT Station, 8 a.m. – 4 p.m.

- Friday, April 19, 2013

Public Safety Headquarters, Training Classroom, 8 a.m. – 1 p.m.

- Saturday, December 8, 2012
- Saturday, February 2, 2013
- Saturday, February 23, 2013
- Saturday, March 16, 2013
- Saturday, April 20, 2013
- Saturday, May 18, 2013
- Saturday, June 8, 2013

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.

2. Obligations of SVL

GROUP shall comply with the obligations stated in the Outside Group Funding (OGF) Agreement (including all Exhibits) dated July 1, 2012 between the CITY and SVL.

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 (alumni, staff and/or board members) shall provide, at no cost to the CITY, 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 City staff members at a rate of \$800 each to the extent that the City provides staff members to attend.

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 Assistant City Manager 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 to be rendered under this Agreement shall be coordinated through the GROUP representative.

10. Notices

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

To CITY: City Manager
CITY OF SUNNYVALE
PO Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7480

To GROUP: Board President, SVL
P.O. Box 61435
Sunnyvale, CA 94088-1435

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

11. Assignment

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

12. Duration of Agreement

The term of this Agreement shall be from July 1, 2012, through June 30, 2013, unless otherwise terminated in accordance with Section 13 below. So long as the Agreement has not been terminated and upon expiration of the original term, the PARTIES may renew this original Agreement annually for four (4) additional one-year periods. Each annual renewal shall be evidenced by mutual written agreement by the PARTIES and all provisions of the original Agreement shall apply with equal force to any renewal.

13. Termination

If GROUP defaults in the performance of this Agreement or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to GROUP.

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”)

City Clerk

By _____
Gary M. Luebbers, City Manager

APPROVED AS TO FORM:

City Attorney

SVL

By _____
Board President