

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND MOUNTAIN VIEW COMMUNITY TELEVISION FOR MANAGEMENT OF THE
SUNNYVALE GOVERNMENT ACCESS AND PUBLIC ACCESS CHANNELS**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and MOUNTAIN VIEW COMMUNITY TELEVISION ("CONSULTANT") a non-profit corporation.

WHEREAS, CITY is in need of specialized services in relation to the management of the CITY'S Government Access Channel KSUN15 and Channel 26; and

WHEREAS, in reliance upon CONSULTANT's representations regarding its qualifications, CITY finds that CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work". All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be for a three (3) year period, effective July 1, 2026, through June 30, 2029, unless otherwise terminated in accordance with Section 17 below. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager as an amendment in accordance with Section 18 below.

3. Duties of CITY

CITY shall supply to CONSULTANT any documents or information available to CITY and required by CONSULTANT for performance of the services. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Four Hundred and Sixty Thousand Dollars and No/100 (\$460,000.00).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or

accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Wage Rates

CONSULTANT shall comply with the City's the minimum wage set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

7. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

8. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

9. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- B. CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

10. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the 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 CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

11. Hold Harmless/Indemnification

To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONSULTANT or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement.

12. Insurance

The City requires that CONSULTANT maintain insurance requirements on the electronic insurance verification system. CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

13. CITY Representative

David Carnahan, City Clerk, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement

("CITY representative"). All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. CONSULTANT Representative

Alex Doherty, Executive Director, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement ("CONSULTANT representative"). All requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

15. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. 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 business days after mailing.

To CITY: David Carnahan
Office of the City Manager
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Alex Doherty, Executive Director
Mountain View Community Television
2500 Old Middlefield Way, Suite F, Mountain View, CA 94303

16. Assignment

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

17. Termination

A. If CONSULTANT 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 CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon

ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

18. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

19. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

20. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

MOUNTAIN VIEW COMMUNITY
TELEVISION
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Insurance

Exhibit A SCOPE OF SERVICE

CONSULTANT and CITY will work closely together to ensure a successful and professional operation of KSUN Government Access Channels 15 and 26. The Scope of Services includes outcome measures that define an acceptable level of service delivery expected from CONSULTANT.

1. Cablecasting of Public Meetings and Other Programming

CONSULTANT shall provide a trained operator to cover and cablecast live meetings of the Sunnyvale City Council and Planning Commission, produce coverage of other meetings or events such as the Budget Workshop and Council Priority Projects Workshop, and arrange their playback on KSUN Channel 15 (and duplicated as necessary on Channel 26) in accordance with CITY-approved playback schedules.

CITY shall give CONSULTANT at least 72 hours advanced notice of all meetings to be covered. If such 72 hours advanced notice is not given, CONSULTANT shall make every reasonable effort to cover such meetings but is not required to do so.

CITY expects cablecasts of live meetings to be as error-free as possible. Noticeable and significant programming and operator errors within CONSULTANT'S control should be kept to a minimum and should not exceed two (2) instances per six (6) month period. Errors noted by CITY will be reported by the City Clerk and CONSULTANT will keep a record in an online reporting document made available to the City Clerk at all times. CONSULTANT also will document the recommendations for resolution and/or outcomes in the reporting document.

2. Maintaining 24-Hour Programming for KSUN Channel 15 and Channel 26

CONSULTANT shall regularly update and maintain the KSUN Channel 15 programming (and duplicated as necessary on Channel 26) according to the criteria defined below. CONSULTANT shall track time spent programming and include those hours in a monthly service level report.

From time to time, CONSULTANT shall play back other programming (beyond the public meetings cited in Section 1 above) on KSUN Channel 15 for which both the content and scheduling shall be approved in advance by the City Clerk (e.g., public service announcements or public meetings from other agencies).

Programming of video playback and posts to the electronic bulletin board will be completed by CONSULTANT at the request of CITY. Programming will be completed within 2 business days of CITY request, with air at times and dates specified by CITY, and will be properly programmed so that they do not override the City Council and Planning Commission live cablecasts (with the exception of an interruption to announce emergency public information such as a natural disaster or major crisis).

Acceptable programming includes, but is not limited to:

- i. Public service announcements (PSAs);

- ii. Full page still slides for the bulletin board; and
- iii. City Council meetings and Planning Commission meetings.

Priority for public access programming for Channel 26 shall be given to Sunnyvale producers for all prime-time slots. CONSULTANT would work with the community to promote and expand programming to contain a majority of Sunnyvale-based content filled in as necessary by other relevant community programming. CONSULTANT will manage all aspects of the public access channel, to include, but not limited to, working with independent show producers, providing studio space and production training, and providing the cablecasting, scheduling and troubleshooting tools needed.

3. Coordinating, Scheduling and Monitoring Services

CONSULTANT shall administer programming, personnel, scheduling and record-keeping; develop and update procedures associated with channel operations; and regularly provide channel operations management information to CITY. This information shall be in the form of a monthly report which shall include the following items:

- a. Live meetings broadcast (by meeting type, meeting length, date, hours spent on live broadcasting, and name of operator);
- b. Playback programming (by program type, date, and program length);
- c. An itemized description of all preventative maintenance activities undertaken by CONSULTANT and the time allocated to this maintenance;
- b. Number of bulletin board pages input, hours allocated to do so, date, and name of operator; and
- e. Special projects (showing date, description, and hours worked).

4. Preventative Maintenance and Troubleshooting

CONSULTANT shall provide technical assistance, preventative maintenance, troubleshooting and advice regarding the maintenance, operation, repair and replacement of CITY-owned production equipment. "Equipment" is defined as those components that affect cablecasting, production and scheduled programming on Channels 15 and 26. Such service shall be limited to eight hours of CONSULTANT'S engineer time per month; additional hours needed in a month shall be pre-approved by CITY.

CONSULTANT shall notify CITY immediately of any issues affecting cablecasting or playback (e.g., equipment malfunctions) and add the issues to the online reporting document. CONSULTANT and CITY shall work together to determine the appropriate resolution and ensure that cablecasting and programming are restored in a timely manner. Actual equipment repair and replacement costs, including the procurement of any necessary technical vendor services, shall be the responsibility of CITY.

5. Production of Original Programming for City Events

CITY may occasionally request additional services from CONSULTANT such as production or studio services to develop original programming to cover special CITY events such as State of the City. These services may include pre-production planning,

remote production, van rental, production staffing, editing and post-production services and related activities. These services are to be covered under this Agreement as long as rates are in accordance with Exhibit B and the additional costs are within the total not-to-exceed confines of this Agreement.

6. Emergency Public Information

CONSULTANT shall assist CITY in developing plans for operations and training regarding the use of the cable channels for emergency public information.

7. Access To Control Room

CITY will provide CONSULTANT access to the control room for the on-duty board operator or engineer performing maintenance only. Others are only permitted access if approved in advance by the City Clerk or Chief Information Officer.

8. Performance Remedies

CONSULTANT and CITY agree that live television, by nature, is often unpredictable and spontaneous and some operational errors will be beyond CONSULTANT'S control.

The following list contains examples of operational and programming errors that may be beyond the camera operator's control.

1. Power outages.
2. Unexpected equipment failure in the Control Room.
3. Unexpected equipment failure in the Council Chambers.
4. Missing equipment in the Control Room.
5. Missing equipment in the Council Chambers.
6. Pan/tilt controller inaccurate control or error due to design flaws of pan/tilt controller failure.
7. Poor picture quality, caused by cameras needing to be recalibrated.
8. Missing signal caused by cable operator (Comcast) error.
9. General misinformation or misdirection caused by staff during special meetings.
10. Incorrect tags caused by misinformation or misdirection by staff during meetings.
11. Missing tags due to speakers who were not clearly recognized or introduced by either City officials or the speaker themselves.
12. Diminished sound quality caused by speaker talking too close to the microphone, too far away from the microphone or moving the microphone stem.
13. Diminished sound quality caused by speaker's volume.
14. Errors caused by distraction from unnecessary CITY presence in the Control Room while camera operator is trying to concentrate on the meeting.
15. Delayed camera moves due to staff failing to introduce themselves clearly, failing to recognize the speaker, talking out of turn or sitting off camera where the camera operator has trouble locating them.
16. Diminished or incorrect composition due to speaker shifting, leaning or walking off camera.
17. For meetings that run long, without a recess, there may be an extended wide shot while the camera operator takes a bathroom break.

Exhibit B COMPENSATION

1. **Base Compensation.** In consideration for the following CONSULTANT provided services annually, as described in EXHIBIT A, CITY shall pay CONSULTANT an annual minimum sum of \$126,000.00, payable in 12 equal monthly payments of \$10,500.00, for the following monthly usages:

- (a) Cablecast of all City Council, City Planning Commission meetings, and all-day Special Event: up to 50 hours per month
- (b) All Programing, Scheduling, and Coordination: up to 12 hours per month
- (c) Information Technology (IT) Support: up to 8 hours per month. Unused IT service hours carry forward month-to-month, except at the end of each calendar year, 50% of any unused IT Support hours will carry forward to the next calendar year.

This base annual amount is subject to the potential annual changes defined in Section 5 below.

2. **Consultant Hours Tracking and Invoicing.** CONSULTANT shall keep a running total of its hours spent for each category above and with sufficient detail (date of service, provider, issue) and report such to CITY on a monthly basis.

3. **Compensation for Additional Hours.** If the monthly usage of services exceeds the number of hours set forth in section 1 above, CITY shall pay the \$150 per hour. Consultant will provide a detailed invoice to City for all additional hours.

4. **Optional Services.** CONSULTANT may, at CITY's written request, provide the following optional original programming services for the prices indicated. Programs would be recorded for later viewing (aired on cable channel, website and Roku) with basic slate graphic at beginning and end:

- a. **External Study Sessions** (1 crew) – \$600 for 1 camera and one crew member for 4 hours minimum (includes setup and breakdown.) After 4 hours, the service will be assessed at \$150 per hour.
- b. **External Study Session with Multicamera Live Production** (4 crew) – \$2400 for 3 cameras, live production kit, one (1) director, and three (3) crew members for 4 hours minimum. This includes a 1-hour pre-production site visit, set up, and breakdown. After 4 hours, the production rate will be assessed at \$450 per hour.
- c. **School Graduations, Events & Sports with Multicamera Live Production** (3 crew) - - \$1875 for 3 cameras, live production kit, one director, and two crew members for 5 hours minimum. After 5 hours, the production rate will be assessed at \$375 per hour.
- d. **Community Events with Multicamera Live Production** (3 crew) - \$1875 for 3 cameras, live production kit, one director, and two crew members for 5 hours minimum. After 5 hours, the production rate will be assessed at \$375 per hour.
- e. **Emergency Public Safety, Service or Health Announcements** (1 crew) – Emergency public announcements are provided to CITY and nonprofit organizations as needed for free as part of KMVT's membership in CADRE (Collaborating Agencies Disaster Relief Effort).

f. **Non-emergency Public Service Announcements** (1-2 crew) - These media projects can be produced at a rate of \$125 per hour at the KMVT studio with one crew member, or on-site for \$250 with two crew members.

5. **CPI Increase.** Starting at the beginning of the second year of this Agreement, and annually thereafter during the remainder of the Term of this Agreement, all prices herein shall change by the percentage amount of or change in the Consumer Price Index for the San Francisco-Oakland-San Jose Area for the previous year, as published by the United States Bureau of Labor Statistics at:

[http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?data_tool=dropmap&series_id=CUU
RA422SA0,CUUSA422SA0](http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?data_tool=dropmap&series_id=CUU
RA422SA0,CUUSA422SA0).

Exhibit C INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this Agreement for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant'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.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the Consultant requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic 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 and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.