



City of Sunnyvale

Notice and Agenda

Board of Library Trustees

Monday, June 3, 2019

7:00 PM

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

CALL TO ORDER

ROLL CALL

PRESENTATION

[19-0612](#)

PRESENTATION - Multi-lingual Services and English as a
Second Language

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 [19-0619](#) Approve the Board of Library Trustees Meeting Minutes of
May 20, 2019

Recommendation: Approve the Board of Library Trustees Minutes of May 20,
2019 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [19-0008](#) Recommend that the City Council Approve and Authorize the
City Manager to Execute an Amended and Restated
Agreement Between the City of Sunnyvale and the Friends of
the Sunnyvale Public Library.

Recommendation: Recommend that the City Council approve and authorize the City Manager to execute an Amended and Restated Agreement Between the City of Sunnyvale and the Friends of the Sunnyvale Public Library.

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 sbarajas@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))



Sunnyvale

City of Sunnyvale

Agenda Item

19-0612

Agenda Date: 6/3/2019

PRESENTATION - Multi-lingual Services and English as a Second Language



Sunnyvale

City of Sunnyvale

Agenda Item

19-0619

Agenda Date: 6/3/2019

SUBJECT

Approve the Board of Library Trustees Meeting Minutes of May 20, 2019

RECOMMENDATION

Approve the Board of Library Trustees Minutes of May 20, 2019 as submitted.



City of Sunnyvale

Meeting Minutes - Draft Board of Library Trustees

Monday, May 20, 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 7:00 p.m.

ROLL CALL

Present: 5 - Chair Carey Wingyin Lai
Vice Chair Daniel Bremond
Board Member Tina Hwang
Board Member Mark Isaak
Board Member Sharlene Wang

Council Liaison Fong (present)
Board Member Hwang arrived at 7:15 p.m.

ORAL COMMUNICATIONS

Linda Davis spoke regarding electing Sunnyvale's City Council.

CONSENT CALENDAR

1.A [19-0539](#) Approve the Board of Library Trustees Meeting Minutes of
April 1, 2019

Vice Chair Bremond moved and Board Member Wang seconded, approval of the Board of Library Trustees minutes of April 1, 2019 as submitted. The motion carried by the following vote:

Yes: 5 - Chair Lai
Vice Chair Bremond
Board Member Hwang
Board Member Isaak
Board Member Wang

No: 0

- 1.B** [19-0540](#) Approve the Board of Library Trustees Meeting Minutes of April 17, 2019

Vice Chair Bremond moved and Board Member Wang seconded, approval of the Board of Library Trustees minutes of April 17, 2019 as submitted. The motion carried by the following vote:

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

No: 0

Abstain: 1 - Board Member Isaak

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [19-0538](#) Review and Approve Fiscal Year 2019/20 Recommended Budget

Cynthia Bojorquez, Director of Library and Community Services introduced Tim Kirby, Director of Finance. Director Kirby spoke about the 2019/20 budget and explained to the Board that this year is a project budget review year. The FY 2019/20 recommended budget includes:

- Program Space
- Restroom Renovation
- Public Address System
- Security Cameras

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

Board Member Bremond moved, and Board Member Isaak seconded, to recommend to Council the approval of the FY 2019/20 budget as presented. The motion carried by the following vote:

Yes: 5 - Chair Lai
Vice Chair Bremond
Board Member Hwang
Board Member Isaak
Board Member Wang

No: 0

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

The Board inquired about:

- Library staffing
- Library catalog being offered in multiple languages

-Staff Comments

Director Bojorquez informed the Board of the following:

- Update on various grants the Library has received.
- Trustees roles in other organizations.

ADJOURNMENT

Chair Lai adjourned the meeting at 7:44 p.m.



19-0008

Agenda Date: 6/3/2019

REPORT TO BOARD OF LIBRARY TRUSTEES

SUBJECT

Recommend that the City Council Approve and Authorize the City Manager to Execute an Amended and Restated Agreement Between the City of Sunnyvale and the Friends of the Sunnyvale Public Library.

BACKGROUND

Since FY 2004/05, there has been an agreement between the City of Sunnyvale and the Friends of the Sunnyvale Public Library (Friends). Prior to FY 2004/05, the Friends was a co-sponsored group and a contributor to the Library for more than 20 years. The group has tax-exempt status under Section 501 (c)(3) of the Internal Revenue Service Code. The purpose of the organization is to focus public attention on library services, facilities, and needs; and to stimulate gifts of books, magazines, desirable collections, endowments, and bequests. The Friends raise and expend private funds for the purpose of enhancing City funding for programs, services, and operations of the Library as requested by Library staff. The Friends also serve as advocates and assist with programs for the public and other events as requested by Library staff.

The City Council is scheduled to consider this item on June 25, 2019. The current agreement with the Friends expires on June 30, 2019.

EXISTING POLICY

Partnering with groups in the community to enhance library services, programs and materials to serve the public is supported by the following City goals and policies:

General Plan, Chapter 4 - Community Character

Goal CC-7: Maintain library facility and purchase materials that are easily obtainable and appropriate based on changing community needs

Policy CC-7.2: Maintain a full service library adequate to meet community needs

Goal CC-8: Provide a broad and diverse collection of books and other materials to meet the varied interests and needs of the community

Policy CC-8.1: Provide a collection of materials in print, audiovisual and electronic formats in support of all library services

Policy CC-8.2: Give high priority to the following: Collection of materials for children and their parents, teachers and caregivers; Collections that support reference services; Providing educational support for library users of all ages; Developing the library's collection of popular materials

Council Policy

Policy 6.2C: Provide library programs and publications to educate, enrich and enlighten library users

Policy 6.2F.1: Establish cooperative relationships to maximize the effectiveness of Library services

Policy 7.2.4 Relationships with Outside Groups Policy

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) and 15378(b)(5) in that it is a fiscal and governmental organizational or administrative activity that will not result in direct or indirect changes in the environment and does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

The Relationships with Outside Groups Policy facilitates the provision of programs that 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 as their purpose the raising of funds and provision of financial support for the City's programs.

The existing agreement between the City and the Friends has been in effect since July 1, 2014. The proposed amended and restated agreement between the City and the Friends will be presented to Council for consideration on June 25, 2019 (Attachment 1). Besides edits for clarifications, the proposed Agreement contains the following changes:

- Adds an obligation of the City to provide program and meeting space at no cost to Friends at the discretion of the Director of Library and Community Services in acknowledgement of the Friends ongoing efforts to fundraise and support the City. Approved spaces may be utilized by the Friends for holding monthly Board meetings and up to four members-only events per year for the purposes of (1) conducting fundraising to support the Friends, (2) encouraging membership and participation in the Friends through special programming, teambuilding, and/or a holiday party, (3) recognizing the Friends contributions to the support of the Library, including volunteer recognition. In order to minimize the impact on the public, Friends events may be scheduled only when spaces are available during regular operating hours, or after-hours, subject to availability after regular city programming and public rental requests are fulfilled.
- Adds a provision allowing the Friends to apply for grants from third-parties for the benefit of the Library, where the Library itself is not eligible to submit an application due to the terms of the grant.
- Adds a provision allowing the Friends to maintain a web and social media presence in order to promote Library services and events, solicit donations, recruit volunteers and other activities that support the Library.
- Maintains the five-year term, and adds an option for the Director of Library and Community Services to extend the Agreement for up to two additional two-year terms, not to exceed a total term of nine years, with mutual agreement of the Friends.

The Friends donate monies to the Library in response to specific funding requests made by Library

staff. The Agreement continues the following services that the City provides to the Friends in exchange for their monetary contributions:

- Books and other materials donated to the Library and discarded Library materials;
- As available, physical space to collect, sort and store books and other donated and discarded materials for Friends book sales;
- A space to hold Friends book sales in the Library, when possible;
- The following staff assistance: collect money from the Friends lobby area sales, a Library manager to serve as liaison to the Friends, maintain records of the Library's expenditures from Friends' donations, provide copies of these records to the Friends, and publicize the Friends events, fundraisers, and membership as appropriate.

FISCAL IMPACT

The Friends raise funds to enhance Library services to the community. In the past two fiscal years, the Friends donated more than \$100,000 to the Library. The Friends also recently pledged \$500,000 for furniture, furnishings, and equipment at the Lakewood Branch Library and Learning Center. The funds provided by the Friends permit the purchase of materials, equipment/furniture, programs and other items which support the goals of the Library and help supplement the Library's budget. The Agreement between the Friends and the City states that the Friends will give at least 90% of the total monetary donations it receives to the Sunnyvale Public Library.

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 approve and authorize the City Manager to execute an Amended and Restated Agreement Between the City of Sunnyvale and the Friends of the Sunnyvale Public Library.
2. Other recommendation as determined by the Board of Library Trustees.

RECOMMENDATION

Recommend that the City Council approve and authorize the City Manager to execute an Amended and Restated Agreement Between the City of Sunnyvale and the Friends of the Sunnyvale Public Library.

Prepared by: Steve Sloan, Superintendent of Libraries

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Amended and Restated Agreement Between the City and the Friends of the Sunnyvale Public Library

ATTACHMENT 1

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

AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF SUNNYVALE AND
THE FRIENDS OF THE SUNNYVALE PUBLIC LIBRARY

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation (“CITY” or “Library”), and the Friends of the Sunnyvale Public Library, a non-profit 501(c)(3) organization (“FRIENDS”).

RECITALS

WHEREAS, the City desires to accommodate independent organizations providing services beneficial to the Community and has maintained an agreement with the Friends of the Sunnyvale Public Library for many years; and

WHEREAS, the Friends of the Sunnyvale Public Library is an association of persons interested in books and libraries; and

WHEREAS, the Friends of the Sunnyvale Public Library have provided generous donations, programming and support to the Sunnyvale Public Library throughout is longstanding relationship with the City; and

WHEREAS, the Friends of the Sunnyvale Public Library wish to continue focusing public attention on local public library services, materials, facilities and needs; and

WHEREAS, the Friends of the Sunnyvale Public Library wish to continue stimulating gifts of books, desirable collections, endowments and bequests to benefit the Sunnyvale Public Library; and

WHEREAS, the Friends of the Sunnyvale Public Library wish to continue raising money through book sales and other means to contribute to the enhancement of library services, equipment and materials;

NOW THEREFORE, in accordance with the City’s “Relationships with Outside Groups Policy”, the City and the Friends of the Sunnyvale Public Library enter into this agreement.

1. Obligations of City

(a) CITY shall provide FRIENDS with space at the discretion of the Director of Library and Community Services (the “Director”) to collect, sort and store books and other donated and discarded print and non-print materials for FRIENDS book sales (the “Friends Collection Area”).

(b) CITY shall provide at the discretion of the Director , books and other materials donated to the Sunnyvale Public Library and discarded library materials to the FRIENDS.

(c) CITY shall provide a location within the Library for an on-going FRIENDS book sale when appropriate.

(d) CITY shall provide FRIENDS with the following staff assistance as available: (1) collect money from FRIENDS' library lobby sale area sales, (2) provide a Library staff liaison to the FRIENDS board, (3) maintain records of the Library's expenditures from FRIENDS' donations, (4) provide copies of these records to the FRIENDS, and (5) publicize the FRIENDS' events, fundraisers, and membership as appropriate.

(e) CITY shall provide space to hold up to six FRIENDS book sales per calendar year at no cost on a space-available basis with dates and times mutually agreed upon between the Director and Friends representative.

(f) CITY shall provide program and meeting space at no cost to FRIENDS at the discretion of the Director in acknowledgement of the FRIENDS ongoing efforts to fundraise and support the CITY. These spaces may be utilized by the FRIENDS for holding monthly Board meetings and up to four members-only events per year for the purposes of (1) fundraising to support the FRIENDS, (2) encouraging membership and participation in the FRIENDS through special programming, teambuilding, and/or a holiday party, and (3) recognizing the FRIENDS contributions to the support of the Library, including volunteer recognition. Space usage requests will be submitted in writing by FRIENDS for approval to the Director. In order to minimize the impact on the public, FRIENDS events may be scheduled only when spaces are available during regular operating hours, or after-hours, subject to availability after regular city programming and public rental requests are fulfilled. FRIENDS use of any Library space pursuant to this provision shall be subject to all CITY policies, including rules related to alcohol use/consumption in CITY facilities.

2. Obligations of Friends of the Sunnyvale Public Library

(a) FRIENDS shall provide a verified statement or a declaration under the penalty of perjury, signed by the president or other duly authorized officer of the organization, indicating that the organization qualifies as tax exempt under federal or state income tax laws. FRIENDS shall notify CITY within 30 days if the organization no longer qualifies as tax exempt under federal or state income tax laws.

(b) FRIENDS shall encourage membership, especially among Sunnyvale residents, and actively recruit and train new members to carry on Friends of the Sunnyvale Public Library activities on behalf of Sunnyvale Public Library.

(c) FRIENDS shall annually provide a Board member list to the Library, complete with addresses and other contact information.

(d) FRIENDS shall comply with all Federal, State and local laws.

(e) FRIENDS shall comply with all CITY facility access, fingerprinting, volunteer and any other relevant policies and rules as established by the Director. Friends will not allow volunteers less than 13 years of age in the Friends Collection Area and will require all volunteers to wear name/volunteer tags while working in the Friends Collection Area.

(f) FRIENDS shall raise and expend private funds for the purpose of enhancing City funding for programs, services, and operations of the Library, contributing at least 90% of total monetary donations to the Sunnyvale Public Library on an annual basis. Donation may be for special equipment/furniture, programs, materials and services and other library needs as requested by Library staff.

(g) FRIENDS may make monetary donations, not to exceed 10% of the total monetary donations it distributed to the CITY in the previous fiscal year, to other organizations which promote literacy, after prior discussion with the Director or his/her designated representative. Materials purchased for donation to an organization are included as part of the 10% of total monetary donations. FRIENDS may make donations of materials to other organizations and individuals, provided the materials have been determined to have no resale value.

(h) If, at any time, the FRIENDS organization should dissolve or the agreement should be terminated by either body, at least 90% of any remaining FRIENDS funds shall be donated to the Sunnyvale Public Library within 90 days. Up to 10% may be donated to other Sunnyvale literacy-related initiatives, after prior discussion with the Director of Library and Community Services

(i) FRIENDS may apply for grants from third-parties for the benefit of the Library, where the Library itself is not eligible to submit an application due to the terms of the grant. The Library, through the Director or his/her designee, and FRIENDS will mutually agree in advance to all grant applications that FRIENDS intend to submit. The Library and FRIENDS will ensure that acceptance and administration of any funds obtained through such grants comply with applicable CITY requirements and the requirements of the grantor. Neither FRIENDS nor the CITY have the authority to bind or make any commitment on behalf of each other.

(j) FRIENDS shall not permit any officer, employee, agent, or volunteer to provide services to FRIENDS under this Agreement on City premises or in City facilities until such person has been referred to City's volunteer program and has undergone criminal background screening through the California Department of Justice as provided in Penal Code 11105.3. FRIENDS agree that no person who has been convicted of a violation or attempted violation of any offense specified in Penal Code 11105.3 or Public Resources Code 5164 shall be permitted to provide services under this Agreement.

(k) FRIENDS may maintain a web and social media presence, including but not limited to Facebook, Twitter, and Instagram. The function of this presence will be consistent with the goals of the FRIENDS to promote Library services and events,

solicit donations, recruit volunteers and other activities that support the Library. CITY is not responsible for content posted on these sites. FRIENDS must obtain permission from CITY for use of City logo.

3. Friends Support of City

- a. Annual Support Plan. Annually, in April of each year, the Library will submit a written proposal for the Annual Support monies to Friends. The submittal should summarize the purpose of the proposed uses. Friends will approve the Annual Support request by the end of April each year. The Library may also submit supplemental funding requests throughout the year as needed. The Library will obtain City authorization to accept the Annual Support and supplemental funds, as required and consistent with City policies including but not limited to Council Policy 7.1.5 (Grants, Donations, Contributions and Scholarships). Friends will send a representative if needed to attend any meetings regarding the acceptance of Annual Support or other funds. Distribution of Annual Support and supplemental funding approved by the Friends shall be completed consistent with administrative processes mutually agreed between the Friends and the City.
- b. Capital Campaigns and Special Support Projects. The Friends and the City may arrange for capital campaigns or similar special support projects ("Special Projects") upon mutual agreement of both parties. Generally, the party proposing the Special Project will submit a written purpose statement to the other party that defines the short and long term goals of the Project and states the specific fiscal or other support requested. Any agreement regarding such Special Projects shall be written and approved by both parties consistent with applicable authorization policies and procedures.

4. Conflicts of Interest

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

5. Compliance with Laws

- a) FRIENDS shall not discriminate against any volunteer or volunteer applicant because of race, religion, creed, color, gender, age, disability, national origin, sexual orientation, or any other basis to the extent prohibited by federal, state or local law.
- b) During the term of this Agreement FRIENDS shall comply with all applicable federal, state and local laws and regulations relating to the provision of the Services. FRIENDS shall also comply with all City policies, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to FRIENDS. FRIENDS shall

provide the Services 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. FRIENDS hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with any law, regulation, or applicable policy and shall indemnify City under the provisions of section 6 (Indemnification) of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of FRIENDS failure to comply with such laws, regulations or policies.

c)

6. Independent CONTRACTOR

This Agreement is by and between two independent entities that have an independent contractual relationship. FRIENDS shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. City does not retain the right to control the means or the method by which FRIENDS performs work under this Agreement. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the City and FRIENDS and any of their employees, agents, affiliates or other representatives, or between the City and any individual assigned by FRIENDS to perform any services for the City. FRIENDS or any agent or employee of FRIENDS is liable for the acts and omissions of itself, its employees and its agents. Partner Organization's shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to FRIENDS performing services and work, or any agent or employee of FRIENDS providing same.

6. Indemnity

Except as to the sole negligence or willful misconduct of the indemnified party, FRIENDS shall defend, indemnify and hold the CITY and its officers, employees, agents, and volunteers harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees which arises out of or is in any way connected with the performance of services under this Agreement by FRIENDS or any of FRIENDS' employees, agents, subcontractors, or volunteers, and from all claims by FRIENDS' employee's, subcontractors, agents, or volunteers for compensation for services rendered to FRIENDS in the performance of this Agreement, notwithstanding that the CITY may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Partner Organization or of FRIENDS' employees, subcontractors, agents, or volunteers.

7. Insurance

FRIENDS shall, at its own cost, take out and maintain without interruption during the life of this Agreement policies of insurance as specified in Exhibit "A"

9. Assignment

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

10. Duration of Agreement

This Agreement shall continue from the date of execution for a period of five years, unless terminated in accordance with section 11 below. The Director, with mutual agreement of FRIENDS, shall have the option to extend this agreement for up to two additional two-year terms, for a total term not to exceed nine (9) years.

11. Termination

(a) If FRIENDS default 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 FRIENDS.

(b) 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 to the other party.

12. 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.

13. 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.

DATE: _____

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____

David Carnahan
City Clerk

Kent Steffens
City Manager

APPROVED AS TO FORM:

FRIENDS OF THE SUNNYVALE
PUBLIC LIBRARY

By _____

John A. Nagel
City Attorney

Kathy Boelter
President, Friends of the Sunnyvale Public
Library

EXHIBIT A
INSURANCE REQUIREMENTS FOR PARTNER ORGANIZATION (FRIENDS)
(3/2/2017)

Partner Organization 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 the Partner Organization, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Partner Organization shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 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.

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

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- If working directly with children, Partner Organization's Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. Partner Organization 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 and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, 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 the Partner Organization; products and completed operations of the Partner Organization; premises owned, occupied or used by the Partner Organization t; or automobiles owned, leased, hired or borrowed by the Partner Organization. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Partner Organization'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 Partner Organization'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 the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Partner Organization'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 the City of Sunnyvale.
6. 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 Partner Organization'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 not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Partner Organization shall furnish the City of Sunnyvale with 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 the City of Sunnyvale prior to commencement of work.

Subcontractors

Partner Organization shall require all subcontractors to procure and maintain insurance policies subject to the requirements of this Exhibit. Failure of Partner Organization to verify existence of sub-contractor's insurance shall not relieve Partner Organization from any claim arising from sub-contractors work on behalf of Partner Organization.