TEMPORARY PERSONNEL SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND 4LEAF, INC. FOR ON-CALL TEMPORARY STAFFING SERVICES FOR PLAN CHECK, INSPECTION AND SUPPORT STAFF

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and 4LEAF, INC. ("AGENCY").

WHEREAS, CITY is in need of specialized personnel services in relation to On Call Temporary Staffing Services for Plan Check, Inspection and Support Staff; and

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by AGENCY

AGENCY shall provide qualified individuals to provide Building and CASp Plan Review Services, Building and CASp Inspection and Permit Clerk Staffing, as needed, in accordance with Exhibit "A". Each individual performing the required services under this Agreement shall be approved by CITY in advance and shall adhere to the additional requirements set forth in Exhibit "B".

All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference.

2. Time for Performance

The term of this Agreement shall be for Three (3) years from the date of execution of this Agreement unless otherwise terminated in accordance with Section 18 below. At the sole discretion of the City Manager or authorized designee, CITY may request, and the AGENCY may mutually agree, to extend the Agreement for up to two (2) additional one year terms . Any extension of this Agreement must be in writing as an amendment and signed by the parties in accordance with Section 19 below.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by AGENCY for performance of AGENCY'S duties. AGENCY shall return any materials provided to CITY upon completion of the work.

CITY shall also provide to individuals who are assigned by AGENCY to perform service to CITY a work space; access to standard office equipment, including telephones; and materials and supplies, as required, while working at a CITY facility.

AGENCY shall use such materials only for providing service to CITY and for no other purpose.

4. Compensation

CITY agrees to pay AGENCY at the rates set forth in Exhibit "C" attached and incorporated by reference. Total compensation shall not exceed Four Hundred Thousand and 00/100 Dollars ($400.000.00).

AGENCY shall submit invoices to CITY no more frequently than monthly for services provided to date. AGENCY shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. 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.

5. Ownership of Documents

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

6. Conflict 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 AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with AGENCY's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. To facilitate electronic submittal of Form 700, the individual who has been assigned by AGENCY to perform services for CITY shall send the following information to cityclerk@sunnyvale.ca.gov: 1) individual's first and last name; 2) individual's email address; 3) date when individual's assignment for CITY begins pursuant to this Agreement; 4) (if known) date when individual will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of $10 per day, up to a maximum of $100, in addition to any administrative penalty (up to the statutory maximum, currently $5,000) imposed by the Fair Political Practices Commission (FPPC). If CITY does not receive the applicable Form 700, CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

7. Confidential Information

AGENCY 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 AGENCY may become aware in the performance of its services.

8. Compliance with Laws

A. AGENCY shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of AGENCY 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, or veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of AGENCY's employment practices and to all of AGENCY's activities as a provider of services to the City.

B. AGENCY 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.

C. AGENCY acknowledges that it is responsible for compliance with all requirements of the Patient Protection and Affordable Care Act. Further, AGENCY acknowledges that it will offer compliant health insurance coverage to any of its employees assigned to the CITY who meet the eligibility criteria of the Patient Protection and Affordable Care Act.

D. AGENCY understands that CITY is a public agency member of the California Public Employees Retirement System ("CalPERS") and is required to comply with CalPERS rules and state law related to membership and administration, and that CalPERS maintains and implements, from time to time, certain rules related to CalPERS members or annuitants. Such rules may be applicable to CalPERS members and annuitants hired by AGENCY and performing work through AGENCY for the City of Sunnyvale. AGENCY agrees to cooperate with City in complying with any requirements established by the CalPERS and/or assist the City in complying with CalPERS requirements to the fullest extent possible with respect to AGENCY's employees. Such requirements may include, but are not limited to requiring employees to complete the CalPERS notice of exclusion form, complying with CalPERS rules requiring payment of members and annuitants consistent with rates in published City salary schedules for City positions performing similar work, disclosing their employees' actual pay rates, and assisting the City in collecting employee contributions.

9. Independent Contractor

AGENCY 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 AGENCY. AGENCY is responsible for paying all required state and federal taxes.

10. Indemnity

To the fullest extent permitted by law, AGENCY 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 AGENVY 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. AGENCY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

11. Warranty and Remedy

AGENCY shall provide CITY with personnel who have demonstrated that they possess the qualifications requested by CITY.

CITYy shall notify AGENCY of any unqualified personnel or other performance issues. Upon receipt of such notice, AGENCY shall promptly take action to correct such performance issues or replace such personnel.

12. Insurance

The City requires that AGENCY maintain insurance requirements on the Pacific Insurance Network System (PINS). AGENCY shall procure and maintain during the life of this Agreement policies of insurance as specified in Exhibit "D" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "D" through PINS for approval by the City Risk Manager prior to AGENCY (or subcontractor) commencing any work under this Agreement.

13. City Representative

Suzanne Park, Chief Building Official, as the City Manager's authorized representative ("CITY representative"), shall represent CITY 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.

14. AGENCY Representative

Craig Tole, Director of Development Services ("AGENCY representative"), shall represent AGENCY in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of AGENCY pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the AGENCY representative.

15. Payroll Hours Reporting

AGENCY is responsible for submitting a bi-weekly hours report to CITY which identifies temporary personnel and hours worked for each pay period as well as a cumulative total. The report shall be based on the CITY'S fiscal year, which is July 1-June 30. AGENCY is responsible for retaining timecards for temporary personnel and shall provide timecard detail to CITY upon request. The hours report shall be submitted to:

Kristin Armbruster
City of Sunnyvale
Human Resources Manager
505 W. Olive Avenue, Suite 200
Sunnyvale, CA 94086
Phone: (408) 730-7490
Email: karmbruster@sunnyvale.ca.gov

16. 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: Suzanne Park, Chief Building Official
Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To AGENCY: Kevin J. Douglas, President
4Leaf Inc.
2126 Rheem Drive
Pleasanton, CA 94588

17. Assignment

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

18. Termination

A. If AGENCY 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 AGENCY. In the event of such termination, AGENCY 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. AGENCY 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 AGENCY. In the event of such termination, AGENCY 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. AGENCY shall present CITY with any work product completed at that point in time.

C. If CITY fails to pay AGENCY, AGENCY 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.

19. 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 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.

20. 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.

21. 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")

By_____
City Manager

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

By_____
City Attorney

4LEAF, INC. (“AGENCY”)

By_____

_____
Name and Title

By_____

_____
Name and Title

EXHIBIT A
SCOPE OF WORK

Building and CASp Plan Review Services including, but not limited to:

- Review permit plans and documentation to determine compliance with the California State Building Codes, as locally amended by the City, and other applicable codes, regulations, and statutes.
- Be able to receive and transmit plans for review electronically.
- Digitally stamp or annotate plans.
- Electronically provide comprehensive plan check comments to avoid unexpected project requirements late in the process.
- Employ streamlined review processes and have a problem-solving approach in interacting with City staff and project applicants.
- The structural review shall be performed by or performed under the responsible charge of a California-registered civil or structural engineer.
- Provide assigned personnel available by telephone and/or e-mail to answer questions from applicants, developers, citizens, City staff, and other parties, as directed by the City's project manager.
- Maintain a building plan review log, including the permit number and project name, description of review, and compensation basis for each review.
- Communicate with City Staff and applicants on the status of permits and review issues.
- Work at the City offices as needed to provide coverage at the public counter and for plan review services.

Building and CASp Inspection including, but not limited to:

- Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the State and City's building laws, and the code requirements set forth on the approved plans for which the City issued a permit.
- Observe each project at the completion of the various stages of construction for compliance with all relevant State and City building codes.
- Reads, correctly interprets, applies and uses building codes, municipal codes, ordinances, and other related laws, regulations and policies.

- Communicates with property owners, contractors and others regarding local and State codes; explains requirements and ensures compliance with plans and codes and gives final sign-off approval.
- Prepares clear, concise and comprehensive reports, correspondence and other required documents; maintains forms, records and field reports relative to inspection activities and to document findings; performs office duties.

Permit Clerk Staffing including, but not limited to:

- Learn and understand the City's permit tracking system, including the inspection module.
- Interact with customers via phone and in-person and proactively facilitate a resolution to questions and needed assistance.
- Provide cashiering services for internal and external customers.
- Researches and responds to public inquiries, including research of permitting records.
- Performs data entry; inputs various information into a variety of databases; independently completes special projects and assignments.
- May accept permit applications, calculates and applies applicable fees; acts as cashier for development related fee-based services; prepares daily cash and monthly credit card reports.

The types of services that the City may need have been listed in conjunction with this Contract but may not represent all services that may be required under any resultant agreement.

EXHIBIT B
ADDITIONAL REQUIREMENTS

1. Criminal Background Checks. Temporary employees that are placed with the City are required to undergo criminal background checks conducted by the agency. Any applicant who receives other than a “clear” or “no record” result shall have their results reviewed by the agency for an appropriate job nexus consistent with current state and federal guidelines. The agency shall verify in writing, as outlined in Appendix A, with the City that the background check has been performed for each employee placed with the City.

2. Limitation of Hours. It is City policy that no temporary employee shall be assigned to the City more than 900 hours per fiscal year. The agency shall maintain a record of the total hours each temporary employee has been on all assignments at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources or designee, whenever the length of an employee's assignment reaches 800 hours in a fiscal year; such notice shall be made within two weeks of the employee reaching 800 hours. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits. In addition, the agency will provide the City the number of hours worked for each temporary employee every two weeks.

3. Conflicts of Interest and CalPERS Requirements. The agency shall obtain the following information from any temporary employee being considered for assignment to the City:

    - Does the individual have a family relationship with any City employee and/or official? If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his or her designee prior to making the assignment.

    - Is the individual a member of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person will not be assigned to the City of Sunnyvale.

    - Is the individual a retiree of the California Public Employment Retirement System (CalPERS)? If the answer is "yes", this person must have been retired for a minimum of 180 days. In addition, the compensation paid to a CalPERS retiree cannot be less than the minimum or exceed the maximum paid to a regular City of Sunnyvale employee performing equivalent or comparable work. CalPERS retirees cannot receive any benefit, incentive, compensation in-lieu of benefits, or any other form of compensation in addition to their hourly pay rate.

- 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 AGENCY shall not accept employment or an obligation which is inconsistent or incompatible with agency's obligations under this Agreement.

APPENDIX A

City of Sunnyvale

Affirmation of Criminal Background Check Completion

Contract/PO Ref. #:

This form acknowledges that the temporary employee, ____(insert temporary agency staff name)_____, from _____ ("Agency") has completed a criminal background check as required and detailed within Exhibit B of the Temporary Personnel Services Agreement between the City of Sunnyvale and said Agency.

_____

Agency Representative Signature

_____

Agency Representative Name

_____

Date

EXHIBIT C
COMPENSATION SCHEDULE

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF SUNNYVALE
All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 70% *(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)* **Hourly Plan Review**: $145 Non-Structural Review $165 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$180/hour
Structural Plan Review Engineer	$165/hour
Non-Structural Plans Examiner	$145/hour
Certified Access Specialist (CASp) Inspector	$165/hour
Certified Access Specialist (CASp) Plans Examiner	$165/hour
Senior Combination Building Inspector (Building Inspector III)	$140/hour
Commercial Building Inspector (Building Inspector II)	$130/hour
Residential Building Inspector (Building Inspector I)	$120/hour
Permit Manager	$120/hour
Senior Permit Technician	$99/hour
Permit Technician	$90/hour
Clerk/Administrator	$75/hour
Civil Plan Review (Grading, Improvement Plans)	$175/hour
Inspector of Record	$135/hour
DSA Class 1 / OSHPD A Inspector	$175/hour
DSA Class 2 / OSHPD B Inspector	$145/hour
DSA Class 3 / OSHPD C Inspector	$120/hour

Code Enforcement

Code Enforcement Director	$165/hour
Code Enforcement Manager	$145/hour
Senior Code Enforcement Officer	$120/hour
Code Enforcement Officer II	$110/hour
Code Enforcement Officer I	$105/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $310.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

The payrates above are subject to the limitations set forth in Exhibit B for retirees of the CalPERS retirement system. If any of the limitations apply, CITY and AGENCY shall mutually agree in writing to an appropriate payrate.

EXHIBIT D
INSURANCE REQUIREMENTS

Agency 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 Agency, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Agency 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 contract 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.

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 Dat*e 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 PINSAdvantge.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include 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 PINS. The 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.