AGREEMENT BETWEEN CITY OF SUNNYVALE AND GIRL SCOUTS OF SANTA CLARA COUNTY FOR USE OF PARK BUILDINGS

THIS AGREEMENT dated _____ is by and between the City of Sunnyvale, a municipal corporation ("CITY"), and the Girl Scouts of Santa Clara County ("GROUP").

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

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

WHEREAS GROUP wishes to use various Park Buildings for that purpose for a cost reduced from that dictated by established City facility rental rates;

NOW THEREFORE, in accordance with The City's Relationships with Outside Groups Policy, the City and GROUP enter into this agreement.

1. Obligations of City

CITY shall provide GROUP first priority reservation of various park buildings, after CITY scheduled use and consistent with CITY policies on facility use for the purpose of regularly scheduled Girl Scout Troop meetings, up to ten (10) monthly Girls Scout Leader meetings and up to six special activities each school year (September 1 to June 30).

CITY shall make tentative reservations for the park buildings in October for the following year's use, and shall notify the GROUP of their final status the following August. Any changes in the availability of the facilities compared to the tentative reservations will be noted by CITY and shared with the Group. CITY cannot guarantee consistency of facility availability due to City use, construction and/or renovation.

CITY shall charge GROUP for all permits issued for each fiscal year in October of that fiscal year.

City shall provide GROUP one (1) picnic reservation for one (1) reservable picnic site at Raynor Park for one (1) Saturday during month of March yearly at no charge to GROUP.

2. Obligations of GROUP

GROUP shall designate one person to be the reservations coordinator/ contact for the facility reservations with CITY. GROUP shall notify CITY of facilities tentatively required by GROUP in January of the first year of this agreement, and no later than October 1 of each year, thereafter.

GROUP shall provide written notice to CITY as early as possible each calendar year and no later than September 1, of the release of any permitted reservations times or to request any additional reservation times. Permits that are not cancelled according to CITY reservation policies will be subject to payment.

Any reservation time that is requested by GROUP after the September 15 deadline will be subject to all regular facility reservation policies including rental fees, according to the facility rental rate schedule in effect at that time. Payment for reservations after the deadline shall be made directly with reservations staff at the time the reservation is made.

GROUP shall provide rental fees to use the park buildings provided under the terms of this agreement according to the facility rental rate schedule in effect at the time of the invoice, or one dollar ($1) per hour, whichever is less. This fee will be reviewed annually and revised if warranted.

GROUP shall provide payment for any applicable rental fees for the reserved Park Buildings within three weeks of receipt of the invoice from the CITY each year. Fees paid for facilities not used due to conditions beyond GROUPS control, such as building closures, shall be credited towards fees owed in the next year.

GROUP shall comply with all CITY rental use policies and shall leave facilities clean and in a condition that is the same as or better than they found it after each day's use.

GROUP shall make all special requests in writing, including but not limited to, requests for improvements or modifications of any kind to CITY facilities and the placement of banners advertising GROUP's activities.

GROUP shall repair, replace or pay for damage to City facilities or equipment furnished by CITY, at the discretion of the CITY, if damage occurred during use by GROUP.

GROUP shall provide all activities and programs associated with the planning, organizing, and scheduling of GROUP's activities at no cost to the City.

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

Members of sub-GROUPs (Sunnyvale Girl Scout Troops and Leaders) using City facilities under the terms of this agreement shall be comprised of at least 51% Sunnyvale residents. At any time CITY may request a roster noting the residency of sub-GROUPS members using the City's facilities under the terms of this agreement and GROUP shall provide CITY such a roster within 30 days of CITY's request.

All sub-GROUPS must have copy of the applicable facility reservation form in their possession when using the City's facilities under the terms of this agreement.

GROUP shall reimburse cost to CITY to replace keys and re-key facilities under the use of GROUP, when necessary for security purposes.

GROUP understands provision of termination as detailed under section 12 of this agreement.

GROUP shall provide up to 200 hours of volunteer service at no cost to the City each year. Such volunteer service shall be in keeping with the mission of the GROUP.

GROUP shall register all volunteers with City's Volunteer Office prior to assigning volunteer members of the GROUP.

3. Conflicts of Interest

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

4. Compliance with Laws

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

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any

courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.

5. Indemnity

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

6. Insurance

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

(a) Combined single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars ($1,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, as follows:

(1) CITY shall be named as an additional insured in all insurance policies;

(2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 5 above; and,

(b) Worker's compensation insurance and employer's liability insurance for all employees of GROUP.

7. CITY Representative

Director of Parks and Recreation or such other person as may be designated by the Director of CITY, shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the

services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

8. GROUP Representative

Ms. Michelle McCormick, Associate Executive Director, shall represent GROUP in all matters pertaining to the services to be rendered under this Agreement; all requirements of GROUP pertaining to the services to be rendered under this Agreement shall be coordinated through the GROUP representative.

9. Notices

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

To CITY:
City Manager
CITY OF SUNNYVALE
P. 0. Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7480

To GROUP:
Ms. Michelle McCormick
Associate Executive Director
Girl Scouts of Santa Clara County
1310 S Bascom Ave
San Jose, CA 95132
(408) 287-4170 ext. 264

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

10. Assignment

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

11. Duration of Agreement

This Agreement shall continue from the date of execution for a period of five (5) years, unless otherwise terminated in accordance with section 12 below.

12. Termination

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

Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice to the other party. If CITY terminates the Agreement; CITY shall reimburse GROUP for its expenses directly related to facility fees that were paid by GROUP for use that has not yet occurred. If GROUP terminates the Agreement; CITY shall reimburse GROUP for its expenses directly related to facility fees that were paid by GROUP for use that has not yet occurred, according to the CITY facility reservation cancellation policy in effect at the time of termination.

13. 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.

14. 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.

ATTEST:

_____
City Clerk

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

GROUP

By Michelle McCormick
Michelle McCormick
Associate Executive Director
Girl Scouts of Santa Clara County