REPORT TO MAYOR AND COUNCIL

NO: 08-269

September 9, 2008

SUBJECT: Agreement Between the City of Sunnyvale and Silicon Valley Leadership (Formerly Leadership Sunnyvale) to Provide Leadership Sunnyvale Training Program

REPORT IN BRIEF

In accordance with City Council's policy governing "Relationships with Outside Groups," and Council's adoption of the FY 2008/09 budget, this report reviews a proposed agreement between the City and Silicon Valley Leadership (SVL), an independent, non-profit organization that provides leadership training for Sunnyvale community members.

SVL's leadership training activities are consistent with the City of Sunnyvale's Community Engagement Sub-Element, but are not offered by the City. SVL has expressed a desire to continue providing these services through written agreements with the City for a period of two years. Please see Attachment A, *Agreement Between City of Sunnyvale and SVL,* and Attachment C, *Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership for Fiscal Year 2008/09.*

Staff recommends that Council approve the new SVL Agreement dated July 1, 2008, and authorize the City Manager to enter into said Agreement on behalf of the City.

BACKGROUND

On June 10, 2008, Council authorized one-time funding of $8,000 in FY 2008/09 to Silicon Valley Leadership (SVL) with the approval of Budget Supplement No. 15 - *Outside Group Funding Request from Silicon Valley Leadership for Leadership Sunnyvale Program* (RTC No. 08-189). The budget supplement of $8,000 will be identified in the General Fund for reimbursement to SVL for services provided during FY 2008/09.

In accordance with the approach staff outlined in the RTC for the Public Hearing on the Budget (RTC 08-176), this report combines two separate agreements with SVL. Attachment A identifies the in-kind services that the City provides in support of SVL, as well as a commitment to enroll one City staff member in Leadership Sunnyvale. Attachment C identifies the direct financial support of $8,000 which Council approved on June 10, 2008. RTC-08-176 indicated direct financial support would be included in a one-year Agreement between the City of Sunnyvale and SVL. Direct financial support of $8,000,

plus $1,600 for enrollment of one City staff member in the Leadership Sunnyvale program totals $9,600. The City also supports SVL through the use of City facilities, City staff presentation support, and a commitment to enroll one City staff member in Leadership Sunnyvale. These in-kind services are valued at approximately $6,190. Outside Group Funding Agreement for fiscal year in-kind services and direct financial support totals $15,790 annually.

These proposed agreements are consistent with the arrangement the City has had with SVL for the past eight years. Staff provides the proposed new agreements for Council consideration. The agreement proposed in this report is also consistent with the *Relationships with Outside Groups* Council Policy. See attachment B, Council Policy 7.24, *Relationships with Outside Groups*.

EXISTING POLICY

Community Engagement Sub Element of Sunnyvale General Plan:

An Involved Community

Goal 7.B Achieve a community in which all community members can be actively involved in shaping the quality of life and participate in local community and government activities.

Policy 7.2B.1 Provide opportunities for and encourage community involvement in the development and implementation of City and community policies, activities, programs and services.

7.2B.2b Facilitate the development of relationships and partnerships among community organizations and the business community to achieve common goals.

7.2B.3c Identify and build on opportunities for partnerships between the City and community members which can leverage resources to meet community needs.

Council Policy, 7.2.4 - Relationships with Outside Groups

DISCUSSION

The *Relationships With Outside Groups Policy* facilitates the provision of programs by an outside group that provides a community service, or promotes an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses, and/or has as its purpose the raising of funds and provision of financial support for the City's programs.

Staff proposes the City renew its agreement with SVL whereby SVL provides leadership training via the *Leadership Sunnyvale* program, to a minimum of 18 Sunnyvale community members per year. SVL students, staff and board members will also provide volunteer labor to assist with City events and activities. SVL will provide a minimum of 50 volunteer hours per year.
In exchange, the City will provide the following:

- As available, use of a Sunnyvale Community Center classroom 12 times per year for SVL Board of Directors' meetings, and 12 times per year for alumni meetings.
- As available, use of the following facilities for the *Leadership Sunnyvale* training sessions:
  - Park building, once per year
  - Department of Public Safety classroom (or similar classroom facility), nine times per year.
  - Community Center meeting room, once per year
  - Public Works Corporation Yard, training room, once per year
  - *SmartStation*, training room, once per year
- As available, City staff to provide presentations on City-related business, totaling approximately 24 presentation hours per year. City to determine appropriate staff.
- One City staff per year to enroll in the *Leadership Sunnyvale* program. City to pay tuition at the rate of $1,600 per student.

FISCAL IMPACT

Costs for facility rentals will be absorbed in the adopted FY2008/09 Community Building, Civic Engagement and Volunteering Program budget. The tuition cost for one City staff participant, and the staff presentations will be absorbed in the respective adopted FY2008/09 department budgets. No additional appropriation of funding is required.

As identified below, the total value of in-kind contributions is valued at $6,190 (based on current rates). The total value of direct contributions is $9,600. The combined total of annual support to SVL is approximately $15,790.

Community Center meeting rooms	$ 1,750
Public Safety Classroom (*valued at Community Center rate*)	2,700
Public Works Training Room (valued at Community Center rate)	150
Park building	90
Staff presentations	1,500
Total In-kind Services	*$ 6,190.*
Tuition Payment for one City staff participant	$1,600
Budget Supplement FY 2008-2009	8,000
Total direct payments to SVL	*$9,600*
Total In-kind services and direct payments	***$15,790***

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk. A draft report was reviewed in advance by SVL representatives.

ALTERNATIVES

1. Approve Attachment A, *Agreement between the City of Sunnyvale and SVL* , and Attachment C, *Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership for Fiscal Year 2008/09*, and authorize the City Manager to enter into said Agreements.

2. Do not approve the Attachment A, *Agreement between the City of Sunnyvale and SVL*, or Attachment C, *Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership for Fiscal Year 2008,* and do not authorize the City Manager to enter into said Agreements.

3. Other action as determined by Council.

RECOMMENDATION

Staff recommends Alternative No. 1. Approve Attachment A, *Agreement between the City of Sunnyvale and SVL* , and Attachment C, *Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership for Fiscal Year 2008/09*, and authorize the City Manager to enter into said Agreements. These agreements provide $6,190 of in-kind support and $9,600 of direct funding support for a total of $15,790 to Silicon Valley Leadership for leadership training via the *Leadership Sunnyvale* program for fiscal year 2008/09. This alternative leverages resources and provides the opportunity for community members to participate in leadership training activities that are consistent with the City of Sunnyvale's Community Engagement Sub-Element, but are not offered by the City.

Reviewed by:

_____

Robert Walker, Assistant City Manager
Prepared by: Patricia Lord, Community Resources Manager

Reviewed by:

_____
Mary Bradley
Director, Finance

Approved by:

_____
Amy Chan
City Manager

Attachments

A. Agreement between City of Sunnyvale and SVL.

B. Council Policy 7.2.4, Relationships with Outside Groups.

C. Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership for Fiscal Year 2008/09.

Attachment A

AGREEMENT BETWEEN CITY OF SUNNYVALE AND SVL

THIS AGREEMENT dated July 1, 2008 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SVL ("GROUP").

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

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

WHEREAS SVL wishes to use the City facilities and City staff for that purpose at no cost; and

WHEREAS SVL wishes to assist the CITY in providing Council-approved service delivery to the public in exchange for a reduced rate; and

WHEREAS, the parties desire to continue such arrangement up to June 30, 2008, under the terms and conditions specified in this Agreement,

NOW THEREFORE, in accordance with the CITY's Relationships with Outside Groups Policy, the CITY and SVL enter into this Agreement.

1. Obligations of CITY

CITY shall provide SVL facilities use as noted below, without any special cleaning or building preparations during the following dates and times in FY 2008/09:

Murphy Park Building, 7:30 a.m. – 5 p.m.

- October 16, 2008

Community Center Meeting Room, 7:30 a.m. – 1 p.m.

- May 14, 2008

Public Works Corporation Yard, Training Room, 1-5 p.m.

- May 14, 2008

Public Safety Headquarters, 700 All America Way
Training classroom, 8 a.m. – 1 p.m.

- October 18, 2008
- November 8, 2008
- December 13, 2008
- January 17, 2009
- February 21, 2009
- March 21, 2009
- April 18, 2009

- May 16, 2009
- June 6, 2009, 8 a.m. – 2 p.m.

Senior Center, 550 East Remington Drive
Laurel Room, 6 - 7:30 p.m.
Alumni Board Meetings

- July 7, 2008
- August 4, 2008
- September 8, 2008
- October 6, 2008
- November 3, 2008
- December 1, 2008
- January 5, 2009
- February 2, 2009
- March 2, 2009
- April 6, 2009
- May 4, 2009
- June 1, 2009

Community Center, 550 East Remington Drive
Neighborhood Room, 6 - 7:30 p.m.
SVL Board Meetings
Third Wednesday of the month:

- July 16, 2008
- August 20, 2008
- September 17, 2008
- October 15, 2008
- November 19, 2008
- December 17, 2008
- January 21, 2009
- February 18, 2009
- March 18, 2009
- April 15, 2009
- May 20, 2009
- June 17, 2009

As available, CITY shall provide SVL with appropriate staff for approximately 24 hours of presentations on City-related business. City to determine appropriate staff based on topic requested.

CITY shall provide one City staff member to attend *Leadership Sunnyvale* at a tuition rate of $1,600.

2. <u>Obligations of SVL</u>

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

GROUP shall maintain a Board of Directors of at least 51% Sunnyvale residents.

GROUP shall train a minimum of 18 Sunnyvale community members in the *Leadership Sunnyvale* program.

GROUP shall comply with all Federal, State and local laws.

GROUP shall comply with all CITY rental use policies.

GROUP shall leave the building in the same or better condition then it was found.

GROUP shall maintain insurance in accordance with Section 7 below.

GROUP shall provide the following services at no cost to the CITY:

GROUP (alumni, staff and/or board members) shall provide a minimum of fifty (50) volunteer hours per year to the City. The CITY shall determine volunteer activities.

GROUP shall limit its use of City facilities to the activities identified directly above.

GROUP shall train one City staff member at a cost of $1,600.

3. Conflicts of Interest

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

4. Compliance with Laws

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

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.

5. Independent CONTRACTOR

GROUP is acting as an independent contractor in furnishing any services or materials and performing work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and GROUP. GROUP is responsible for paying all required state and federal taxes.

6. Indemnity

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

7. Insurance

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

a) Combined single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars ($1,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, CITY shall be named as an additional insured in all insurance policies.

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

8. CITY Representative

The Manager of Community Resources or such other person as may be designated by the City Manager, shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

9. GROUP Representative

The President of the SVL Board of Directors shall represent GROUP in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of GROUP pertaining to the services or materials

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

10. Notices

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

To CITY:	City Manager CITY OF SUNNYVALE P0 Box 3707 Sunnyvale, CA 94088-3707 (408) 730-7480
To GROUP:	Executive Director, SVL P.O. Box 61435 Sunnyvale, CA 94088-1435

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

11. Assignment

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

12. Duration of Agreement

This Agreement shall continue from the date of execution for a period of two (2) years, unless otherwise terminated in accordance with Section 13 below.

13. Termination

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

Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice before the event to the other party.

14. Entire Agreement; Amendment

This writing constitutes the entire Agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

15. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

ATTEST:

CITY CLERK

_____
Deputy City Clerk

CITY OF SUNNYVALE ("CITY")

By _____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

SVL

By _____
Daisy Nishigaya, President

Attachment B

Policy 7.2.4 Relationships with Outside Groups

POLICY PURPOSE:

The intent of this policy is to identify the various types of support the City will provide to outside groups and/or independent organizations, as well as the circumstances under which support will be provided.

POLICY STATEMENTS:

Eligibility

Outside groups and/or independent organizations provided support under this policy shall 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 its purpose the raising of funds and provision of financial support for the City's programs, and comply with the First Amendment, pertinent federal and state laws as well as City ordinances.

Types of Support

1. Financial Support

Human Services Groups seeking financial support from the City must comply with the City's Human Services Policy (Council Policy 5.1.3) administered by the Department of Community Development. This is true regardless of the type of funding desired by the group (i.e., printing costs, facility rental fees, insurance costs, general operating expenditure support, etc.)

Additional financial support is available only through a Special Agreement (see below).

2. Use of City Facilities

It is the City's policy to afford use of specific City facilities-during such times the City does not itself have use for said facilities- to outside groups and/or independent organizations. Outside groups and independent organizations using City facilities shall do so consistent with City policies on facility use and shall pay all required fees in accordance with established fee schedules.

Additional use of City Facilities is available only through a Special Agreement (see below).

Publicity

Groups seeking assistance with publicity shall comply with the following:

1. Council Banner Policy (Council Policy 2.5.2) which defines conditions and circumstances under which outside groups are allowed to hang banners on City property.
2. Administrative policies governing City publications and other forms of media (e.g. KSUN-15), and the display or distribution of printed materials on City property.

3. Outside groups are prohibited from using the City's logo for any purpose unless specifically authorized to do so by the City.

Other Support (Special Agreements)

Outside Groups or independent organizations seeking higher levels of support or different types of support than are provided for above, shall submit a written request to the appropriate Department for review.

Examples include, but are not limited to: approval to put the City's logo on the independent organization's printer materials; use of City spaces for special uses not covered by standard facility rental fees (e.g., storage, snack shacks; construction of special structures or fixtures on City property). Following review, staff shall inform the requestor as to:

1. Whether staff supports the provision of the requested support.

2. The required approval process (Does it require City Manager or City Council approval? Does it require a study issue to be ranked by City Council?) Any agreement including the provision of City facilities, goods or services to an outside group for less than the approved fee for those goods or services (or in cases where there is no approved fee where City goods or services are provides at less than the cost incurred by the City to provide them) shall require Council approval. Any Special Agreement requiring Council approval shall first be reviewed by the appropriate board or commission. Where no appropriate board or commission exists, the Office of the City Manager shall provide its recommendation to City Council.

(Adopted: RTC 84-644(12/4/1984); Amended: RTC 88-238(5/17/1988), 92-519(10/27/1992, 03-361(10/21/2003); (Clerical/clarity update, Policy Update Project 7/2005); Amended: RTC 06-112 (4/11/2006))

Lead Department: Department of Parks and Recreation

Attachment C

AGREEMENT

THIS AGREEMENT dated July 1, 2008 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and a non-profit corporation Silicon Valley Leadership (SVL) ("CONTRACTOR")

WITNESSETH

WHEREAS, SVL has applied to CITY for and has been appropriated City funds in the amount of $8,000 for the purpose of providing services to be provided during fiscal year 2008/2009 ("Program").

NOW, THEREFORE, THE PARTIES agree to comply with the requirements set forth in the following documents, which are attached hereto and incorporated by these references herein:

1) Exhibit A: Standard Provisions

2) Exhibit B: Budget, Method of Payment and Reporting

3) Exhibit C: Quarterly Performance Report and Request for Reimbursement

4) Exhibit D: Request for Outside Group Funding for FY 2007-08 Application Certification and Funding Proposal

I. PROGRAM COORDINATION

A. ROBERT WALKER, or his designee, shall be the PROGRAM MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.

B. SVL shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this agreement change, SVL shall notify CITY immediately of such occurrence.

C. All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following addresses:

Robert Walker – Program Manager
Office of the City Manager
P.O. Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7458

CONTRACTOR: SVL
Jim Telfer, Executive Director
P.O. Box 61435
Sunnyvale CA 94088
(408) 716-1837
Cell: (510) 366-0598
jtelfer@yahoo.com
leadershipsunnyvale.org

This agreement shall be for the period of July 1, 2008, through June 30, 2009.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate.

APPROVED AS TO FORM: ("CITY")

_____ BY: _____
City Attorney Amy Chan, City Manager

ATTEST: ("CONTRACTOR")

_____ BY: _____
City Clerk President

("CONTRACTOR")

BY: _____
Secretary

EXHIBIT "A"

STANDARD PROVISIONS

I. OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall be responsible for the following:

A. Organization

1. Provide CITY with
   a) Articles of Incorporation or other organic documents under the laws of the State of California or under the laws of the state of incorporation that the organization is incorporated.
   b) A copy of its current bylaws.
   c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
   d) Names and addresses of current Board of Directors.
   e) An updated copy of organization's financial policies.

2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the PROGRAM MANAGER.

3. Permit no member of its Board of Directors to become a paid employee or paid agent of CONTRACTOR, or to receive any funds under this agreement, or to have any financial interest in this agreement.

B. Religious Entity

1. Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

3. Will not provide religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Program Operations

1. Coordinate its services with other existing organizations providing similar services in order to foster community cooperation and to avoid unnecessary duplication of services.

2. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are provided in cooperation with City of Sunnyvale" or "funded in whole or part by City of Sunnyvale."

3. Fully cooperate and communicate with the PROGRAM MANAGER relating to any PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

D. Fiscal Responsibilities of CONTRACTOR

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the CONTRACTOR, including the receipt and disbursement of program funds.

2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement.

3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.

4. Ensure proper internal control practices are in place. This includes complying with the following standard financial policies and procedures:
   a) All cash received by CONTRACTOR is counted and verified by a minimum of two people.
   b) Authorized signatories are established for checks and signature bank cards updated when officers change.
   c) An invoice from a vendor, or standard reimbursement claim form from an individual, is required in order to process a reimbursement.
   d) All checks, accompanied by supporting documentation, are signed by the fiscal agent and/or other required signatories. Any check written in an amount less than $251 requires one signature. Any check written for $251 or greater requires two account signatories.
   e) All checks are pre-numbered and accounted for monthly. The fiscal agent shall retain a copy of all written checks with supporting documents. All voided checks must be defaced and retained either on the check stub or with the bank account statement.
   f) No checks may be written to "cash" or "bearer." Blank checks may never be signed in advance, and shall be kept in secured storage.
   g) The executive director's personal expense checks require two signatures (excluding the executive director) regardless of amount.

5. If the operating budget of the CONTRACTOR is greater than $500,000, the CONTRACTOR is required to have an independent audit performed. The auditor's report and financial statements, prepared in accordance with generally accepted auditing standards, must be submitted to the CITY within 150 days of the end of the CONTRACTOR'S fiscal year. Exceptions can be made to this requirement with prior approval from the CITY'S Director of Finance.

6. If the operating budget of the CONTRACTOR is $500,000 or less, or if the CONTRACTOR is not required to have an independent audit performed, CONTRACTOR must provide an annual financial report, which includes a profit and loss statement, a cash flow statement, and budget comparisons in an understandable manner. This annual financial report must be signed by the fiscal agent and must be submitted within 90 days of the end of the CONTRACTOR'S fiscal year.

E. Records, Reports and Audits of CONTRACTOR

1. Preservation of Records: CONTRACTOR shall preserve and make available its records pertaining to the operation of this agreement
   a) until expiration of three years from the date of final payment pursuant to this agreement, and
   b) for such longer period, if any, as is required by applicable law, or,
   c) if this agreement is completely or partially terminated, records shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, CONTRACTOR agrees that CITY, or its duly authorized representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this agreement and its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege. CONTRACTOR also agrees that the CITY or its duly authorized representatives have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this agreement.

3. Audits: The CITY may perform an independent audit of CONTRACTOR'S financial records for consistency with Financial Policies and Procedures. Such audit may cover programmatic as well as fiscal matters. CONTRACTOR will be notified in advance that an audit will be conducted. CONTRACTOR will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.

F. Insurance

1. CONTRACTOR shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificates of Insurance to the City of Sunnyvale's Program Manager.

2. CONTRACTOR shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than $1,000,000 per accident for bodily injury or disease.

3. CONTRACTOR shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONTRACTOR, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONTRACTOR, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: $1,000,000.

4. The liability insurance shall include, but shall not be limited to:
   a) Protection against claims arising from bodily and personal injury and damage to property, resulting from CONTRACTOR'S OR CITY'S operations and use of owned or non-owned vehicles.
   b) Coverage on an "occurrence" basis.
   c) Notice of cancellation to CITY'S Program Manager at least thirty (30) days prior to the cancellation effective date.

5. The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:
   a) The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
   b) CITY must be named as additional insured with respect to the services being performed under the contract.
   c) The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.

G. Assignability and Independent Contractor Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.

2. No subcontractor of CONTRACTOR will be recognized by CITY as such; rather, all subcontractors shall be deemed to be employees of CONTRACTOR and CONTRACTOR agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

H. Nondiscrimination

CONTRACTOR shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. CONTRACTOR certifies that it is aware of the requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

I. Surveys

CONTRACTOR will submit forms acceptable to CITY, and either independently or at CITY'S request, to clients served through the course of this agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY'S monitoring program.

II. OBLIGATIONS OF CITY

A. CITY staff shall provide assistance to CONTRACTOR in explaining CITY imposed procedural or substantive contract requirements.

B. Monitoring and Evaluation

Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. CONTRACTOR shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY.

C. Payment of Invoices

Upon submittal of invoices by CONTRACTOR, CITY agrees to provide payment to the CONTRACTOR, within 30 days of submittal of invoice, subject to the conditions of other provisions in this agreement. CONTRACTOR shall submit invoices on forms provided by CITY.

III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by CONTRACTOR while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent CONTRACTOR or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

IV. HOLD HARMLESS

CONTRACTOR shall defend, indemnify and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

A. Any noncompliance by CONTRACTOR or PROGRAM with such laws, ordinances, codes, regulations and decrees;

B. Any torts committed by CONTRACTOR, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this agreement;

C. All suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of CONTRACTOR'S performance under this agreement, including CONTRACTOR'S failure to comply with or carry out any of the provisions of this agreement.

V. CONTRACT NON-COMPLIANCE

Upon receipt of evidence of a failure by CONTRACTOR to comply with any provision of this agreement, including EXHIBITS, the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any CONTRACTOR's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward CONTRACTOR a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, CONTRACTOR shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event CONTRACTOR does not implement satisfactory corrective actions in accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this agreement.

VI. TERMINATION

A. CITY may suspend or terminate this agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by CITY.

B. Upon suspension or termination of this agreement by CITY, CITY shall be under no obligation to pay CONTRACTOR except for services previously performed for which payment had not previously been made.

C. Upon suspension or termination, CONTRACTOR shall

1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is suspended or terminated for fault of CONTRACTOR, CITY shall be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR's services which are determined by CITY to be of benefit to CITY.

2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by CONTRACTOR or its subcontractors, if any, in connection with this agreement. Such materials shall become property of CITY. CONTRACTOR, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the services contemplated by this agreement.

D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "B", this agreement shall terminate upon completion of the PROGRAM and final payment by CITY to CONTRACTOR.

VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this agreement, it may submit a written request for such amendment to the other party. No amendment to this agreement shall be effective except upon the mutual written consent of the parties.

VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by CONTRACTOR hereunder constitute or be construed as a waiver by CITY or CONTRACTOR of any breach of covenants or conditions of this agreement or any default which may then exist on the part of CITY or CONTRACTOR, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or CONTRACTOR with respect to such breach or default.

X. INTEGRATED DOCUMENT

This agreement embodies the agreement between CITY and CONTRACTOR and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants and conditions of this agreement shall apply to, and bind, the heirs, successors, executors, administrators, assigns and subcontractors to both parties.

XII. GENERAL ASSURANCES

The CONTRACTOR hereby assures and certifies compliance with the regulations, policies, guidelines and requirements referenced in its application with the CITY, as they relate to the application, acceptance and use of CITY funds for this program. Also, the CONTRACTOR assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the CONTRACTOR'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with that application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

EXHIBIT "B"

BUDGET, METHOD OF PAYMENT AND REPORTING

I. BUDGET

Reimbursement to CONTRACTOR shall not exceed $8,000 for agreement period.

II. METHOD OF PAYMENT

A. Payment for Substantial Compliance with Program Objectives - Payments will be made *quarterly* upon receipt of the Quarterly Performance Report and Request for Reimbursement with sufficient documentation of services provided. CONTRACTOR shall submit Quarterly Performance Report and Request for Reimbursement within fifteen (15) days of the end of payment period (with the exception of quarter four which must be submitted by June 30, 2009). Total reimbursement under this agreement shall not exceed actual allowable documented expenses.

B. "Payment Period" is the *quarter* for which a payment is made.

III. REPORTING

Within fifteen (15) days of the end of quarters one, two and three the CONTRACTOR agrees to provide written reports to the CITY which detail PROGRAM performance in the attached Quarterly Performance Report and Request for Reimbursement. **The written report for quarter four must be submitted by June 30, 2009.** Such reports must include the following information:

A. A narrative description of the services which have been provided to date for the performance year, related to the objectives and performance indicators set forth in this agreement.

B. A numerical comparison of actual-to-planned performance, listing the performance indicators.

C. Identification of performance indicators that are not being achieved, with a written explanation of why performance is below plan, and

timetable for corrective action. If implementation of corrective action requires a substantial change in contract requirements, a modification must be requested also.

D. Identification of any operational difficulties that may affect the present or future performance of the contract.

Forms for quarterly reports are provided by the CITY.

Due Dates for Reports

Period	Date
July – September	December 15, 2008
October - December	January 15, 2009
January – March	April 15, 2009
April - June	**June 30, 2009**

EXHIBIT "C"

City of Sunnyvale – Outside Group Funding
Quarterly Performance Report and Request for Reimbursement

AGENCY: SVL

ACTIVITY NAME: Leadership Training

ADDRESS: P.O. Box 61435

CITY & ZIP: Sunnyvale CA 94088

PHONE: (408) 716-1837

FAX: (775) 521-0417

REPORT PERIOD: FY 2008-09

FISCAL SUMMARY					
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Cumulative
Actual Expenditures	$_____	$_____	$_____	$_____	$_____
Planned Expenditures	*$*	*$*	*$*	*$*	*$*

PERFORMANCE Indicators *Please indicate as appropriate: Households, Individuals, other (specify.)*					
Indicators (noted in Application) -- Actual and Plan	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Cumulative
1 Actual					
1 Plan *Recruit minimum of 15 and maximum 30 class participants*					
2 Actual					
2 Plan *Conduct nine public affairs seminars*					
3 Actual					
3 Plan *Conduct nine leadership skills seminars*					
4 Actual					
4 Plan					

Reporting Period	Due	Reimbursement Requested
___ 1st Quarter	12/15/08	$_____
___ 2nd Quarter	1/15/09	$_____
___ 3rd Quarter	4/15/09	$_____
___ 4th Quarter	6/29/09	$_____

1. **NARRATIVE.**
Provide a narrative of program/project services rendered to date. Relate to the appropriate objectives.

2. **PROBLEM IDENTIFICATION AND CORRECTIVE ACTION.**
Identify any performance standards not being achieved. Provide an analysis of problem, with corrective action plan and timetable. Attach additional sheet as necessary.

3. **IDENTIFICATION OF OPERATIONAL PROBLEMS.**
Identify any operational difficulties which affect the present or future performance of the contract. Attach additional sheet as necessary.

Performance Report
Expenditures

Program Administrative Cost	Activity Name:	
	Budget	Expenditures to Date
Salaries		
Employee Benefits		
Professional Fees		
Supplies		
Telephone / Communication		
Occupancy		
Equipment Costs		
Printing / Publications		
Insurance		
Travel		
Other		
Total Budget		

NOTE: Budgeted amount should reflect the amounts submitted in your application.
Attach additional sheets if there are more than two activities.

Program Director: _____ **Date:** _____
(sign)

Executive Director: _____ **Date:** _____
(sign)

EXHIBIT "D"

City of Sunnyvale

Application for Special Agreement for Outside Group Funding
for FY2008-09 (July 1- June 30)

Organization:	SVL (Leadership Sunnyvale)
Contact Person:	Jim Telfer
Title:	Executive Director
Mailing Address:	P.O. Box 61435 Sunnyvale, CA 94088
Telephone/Fax:	408-716-1837 Office 775-521-0417 Fax
Email:	exec@leadershipsunnyvale.org

Proposed Program/Services Information

1. Proposed Program and Services Description:

Leadership Sunnyvale is a nine-month intensive public affairs and leadership training program that allows participants to expand their perspective of issues affecting the community and to enhance the skills needed to become more effectively involved in civic and community-based affairs.
Leadership Sunnyvale develops the leadership potential that exists within the Sunnyvale community and generates an expanding base of knowledgeable citizens and future leaders to more effectively deal with a wide range of civic issues.

2. City of Sunnyvale General Plan Sub-Element Goal most appropriate to this service:

As stated in the Sub-Element of the City of Sunnyvale General Plan. (7.2B.1g, 7.2B.1a 7.2B.1h) Leadership Sunnyvale fills the need to encourage the citizens of Sunnyvale to serve on boards and commissions. LS seek out people who are under represented on boards and commissions and thru scholarships train them to serve the city on boards and commissions.

3. Explain why delivering this service addresses a community need, and how your organization is the most logical, cost-effective service provider.

Leadership Sunnyvale develops the leadership potential that exists within the Sunnyvale community and generates an expanding base of knowledgeable citizens and future leaders to more effectively deal with a wide range of civic issues.

4. How has your organization demonstrated the capability to effectively provide this program (i.e. track record of service delivery, audited financial statements, strong management team, etc.)?

The success of this program is evident with six of the current City Council members' graduates of Leadership Sunnyvale and four of the Planning Commissioners are also graduates. Many more serve the community on non-profit boards, commissions and advisory boards.

Expected Outcomes and Benefits: A continuously expanding base of knowledgeable citizens and civic leaders who are effectively articulating their vision while increasingly achieving their objectives for the betterment of the community at large. These knowledgeable graduates will serve as informed participants of the community and may use their skills to serve Sunnyvale, either on City boards and commissions or as part of community organizations (religious, educational, charity, etc.).

5. Performance Indicators: List and describe the specific services to be provided and quantifiable outcomes for measuring performance of each service.
Note: If program is funded, these outcomes will become the performance standards for quarterly reporting. At minimum, performance measures must include one productivity measure and one qualitative measure for each service provided

Recruitment 18 Class Members for 2008-2009

Program Delivery Community Days 9

Program Delivery Saturday Leadership 9

Fundraising $30,000

Public Affairs Seminars 72 hours

Leadership Skills Seminars 36 hours

6. Explain how each outcome will be measured:

Recruitment would be measured by the number of Students in the class
Class day would be measured by the number of them delivered and the attendances of class members.
Fundraising would be measured by the number of sponsors and success of special events.

7. Number of Sunnyvale residents to be served: 18

8. Total amount requested from City of Sunnyvale: $ $8,000

9. If the proposed services are funded by the City in the upcoming year, how would services be funded in future years if City funding were unavailable?

The tuition would be raised and scholarships would be cut.

10. Note other current sources, and amounts, of agency funding:

Income Dinner @ The Dump	$14,000.00
Interest Inc	$50.00
Corporation Match funds	$2,700.00
Scholarship	$9,700.00
Sponsorship	$24,000.00
Tuition	$28,000.00
Holiday Letter	$3,500.00
TOTAL INCOME	$94,260.00

Additional Questions

How often does your agency Board of Directors meet? _____ Annually _____ Quarterly
___XX___ Monthly _____ Weekly _____ Other (list: _____)

How many people does your organization serve annually? __300_____

What percent are Sunnyvale residents? ___50% +

Does your organization have a non-discrimination policy? __YES__

Does your organization comply with the Americans with Disabilities Act of 1990? YES__

Federal Employer Number __77-0530856_____

Worker's Compensation Carrier _____NA ** _____
Policy Number _____
Effective date of policy:_____

Surety Bond / Insurance Carrier _____State Farm_____
Policy Number _____PS0000000655003_____
Effective date of policy ____April 10,2008__

Liability Insurance Carrier _____State Farm_____
Policy Number _____97-Q2-4639-1_____
Effective date of policy ____Nov. 2007__

Amount of Liability Coverage	$__2,000,000_____
Property Damage (combined with liability)	$__1,000,000_____
Combined Single Limit	$__2,000,000_____

Has an independent audit been performed on the proposing organization's accounting procedures within the last two years? __x__ Yes _____ No

If yes, please name the auditor and submit a copy of the latest audit: Sue English City of Sunnyvale Internal Auditor.

** We do not have any employee's. Telfer & Associates manages SVL. SVL would have a Worker's Compensation policy if they would hire any employees.

****

APPLICATION ATTACHMENTS

Attach the following to your completed application:

a) Articles of Incorporation
b) Agency By-laws
c) Most recent agency audit
d) Current list of Board of Directors, including occupation of each and number of years on the Board
e) A letter from the Internal Revenue Service (IRS) stating that the organization is tax exempt under Section 501(c)(3) or 101(b) of the IRS Code. The IRS letter must contain the proper name and address of the organization, or a copy of the change notice which has been forwarded to them

f) A letter from the State of California stating that the organization is tax exempt

The complete application must be submitted by 5:00pm on March 31 to:
Office of the City Manager, City of Sunnyvale, 456 W. Olive Avenue, P.O. Box 3707, Sunnyvale, CA 94088-3707, FAX 408 730-7699; c/o Michelle Zahraie