

**SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND GOATS R US
FOR VEGETATION CONTROL GOATS**

THIS AGREEMENT dated 02/08/2024 is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and GOATS R US, a sole proprietor, ("CONTRACTOR").

WHEREAS, CITY is in need of specialized services in relation to vegetation control at the Sunnyvale Landfill via the use of goats/sheep; and

WHEREAS, CITY advertised a Request for Proposals (RFP) No. F24-174 on December 19, 2023 for Vegetation Control Goats; and

WHEREAS, CONTRACTOR submitted a proposal on January 11, 2024; and

WHEREAS, CITY accepted CONTRACTOR proposal submitted on January 11, 2024; and

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit A entitled "Scope of Work". To accomplish that end, CONTRACTOR agrees to assign Zephyr Oyarzun to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision, and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Contract Term

The term of this Agreement shall be from the date of execution through January 31, 2026, unless otherwise terminated in accordance with Section 17 below. Agreement may be renewed for an additional three year at the sole option of the City.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR as full compensation for the services rendered pursuant to this Agreement, the per graze rates set forth in Exhibit "B". Total compensation shall not exceed Two Hundred Thirty Thousand and No/100 Dollars (\$230,000.00) unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than in completion of each grazing period to be paid in accordance with the procedures set forth in Exhibit B.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

4. No Assignment of Agreement

CONTRACTOR shall bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations regarding its skills and knowledge. CONTRACTOR shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

7. Responsibility of CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. Right of CITY to Inspect Records of CONTRACTOR

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

9. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

10. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONTRACTOR may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONTRACTOR shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

11. Indemnity

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

12. Insurance Requirements

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

13. Wage Rates

Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the CONTRACTOR or any subcontractor may base any claim against Owner.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, CONTRACTOR shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish CONTRACTOR with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

14. Conflict of Interest

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

15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice 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.

16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

17. Termination of Agreement

- A. If CONTRACTOR 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 CONTRACTOR. In the event of such termination, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR. In the event of such termination, CONTRACTOR 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. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

18. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract CONTRACTORS are listed in the project work plan.

19. Compliance with Laws

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

20. Changes

CITY or CONTRACTOR may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONTRACTOR, shall be incorporated in amendments to this Agreement in accordance with Section 24 below.

21. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

22. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions

which shall remain in full force and effect.

23. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

24. 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 as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

25. 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.

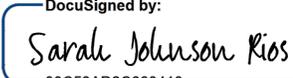
26. Miscellaneous

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")

GOATS R US ("CONTRACTOR")

By 
City Manager

By 
Terri Oyarzun Owner, GOATS R US
Name and Title

ATTEST:

By 
City Clerk

By _____
Name and Title

APPROVED AS TO FORM:

By 
City Attorney

Exhibit A - Scope of Work (SOW) For Vegetation Control Goats

The successful proposer shall furnish:

- a) all labor, materials, and equipment associated with vegetation control via the use of a sufficiently large herd of goats,
- b) all required electric fencing,
- c) shelter (if necessary due to extreme weather),
- d) means of providing water to goats (a fire hydrant near the Water Pollution Control Plant is the only available water source on-site),
- e) veterinary and other care (as needed),
- f) supplemental feeding (as needed),
- g) moving of fences and goats as necessary, and
- h) full-time (24 hours / 7 days) shepherding the goats to ensure that they do not get out of the areas in which they are intended to be confined.

The use of trained shepherd dogs is acceptable, provided that they do not pose a threat to wildlife or pedestrians. The intent is to prevent harm to the goats and disruption of the normal activities that occur on and around the landfill, including the flow of traffic on roads within and near the Sunnyvale Landfill.

The City would typically have two grazings between March and late August in the Primary Phase, and if needed, a third one between September and February, as an optional Secondary Phase.

Primary Phase:

There is a mandatory "primary" phase, typically early March through August.

Secondary Phase:

There is an optional "secondary" phase (typically September through February). The optional secondary phase, if requested by the City, would be performed during the winter season, when the demand for the goats for fire prevention services is low to non-existent. Proposers would be required to move the goats, as necessary, to prevent damage to the landfill cover as a result of over-intensive grazing, especially when the ground is moist and soft. Vigilance on the part of the proposer would be required to identify areas that are prone to accelerated erosion or that appear to be at risk of being overgrazed.

During the optional secondary phase, it is anticipated that the proposer would strategically situate goats to affect weed control and to get an early start on the upcoming spring's vegetation control tasks.

It is suggested that the proposer charge the City a reduced fee during the historic slow season (typically September through February). For the other portions of the year, it is anticipated that goats will be in high demand, and the City expects to be charged "customary fees" for this service. Note

that the City reserves the right to adjust the “definition” of the “slow” season if the climate changes significantly.

There are a few more items that require attention:

- a) Protecting exposed Landfill Gas (LFG) wells and related equipment: The LFG wells transport highly combustible LFG from the landfill’s interior to the exposed landfill gas wells and related equipment to the Water Pollution Control Plant (WPCP), where it is combusted. These wells, and associated piping, must be protected from being damaged.

Electric fencing is usually used around these wells, or related equipment, where there is a chance that the goats could damage the equipment. Trimming of the interior of these areas is required to keep the goats from damaging the equipment.

- b) The goats are often drawn to open waterways, so it is required that the bidder install temporary fencing to keep them out of the surrounding waterways.

Proposer Responsibilities

Following contract award, but prior to bringing goats to the Landfill, the successful proposer shall provide to the City the following:

- Contact information of a minimum of three “local”, large animal veterinarians. The City recognizes that, because there are few large animal veterinarians in close proximity to Sunnyvale due to its urban nature, veterinarians from surrounding counties may be proposed. These veterinarians must be pre-authorized by the proposer to treat the goats in the event of an emergency. If the veterinarians or the City cannot contact the proposer, the veterinarians must have been pre-authorized by the proposer to treat the animal(s) within specific parameters/levels of care. If the level of care required is expected to exceed the pre-authorized amount, the veterinarians must also be authorized to euthanize the animal at their sole discretion. The proposer is solely responsible for the cost of veterinary and related services as well as the appropriate disposition of deceased animals. Proof of ownership of the subject goats, whether leased or owned, is required.
- Emergency (24-hour) information including name and phone number of proposer’s staff members that are designated to be on 24-hour call in the event of “high risk” escapes or other emergencies. High-risk escapes are defined as either large numbers of loose goats, several loose goats, or even a single loose goat, depending on their proximity to a public road.
- Throughout the contract term, the successful proposer shall make the goats available for inspection and cooperate with law enforcement personnel with respect to goat ownership, health, and welfare.
- Throughout the contract term, the successful proposer shall perform an inspection of the landfill’s aboveground components periodically, as well as whenever the goats are moved from an area, to ensure that no landfill equipment has been damaged. In the event damage is noted, the proposer shall notify Solid Waste staff **immediately**. The appropriate numbers to call will be provided to the successful proposer. Emergency numbers will also be provided for use in the event of a fire or other emergency.
- On a weekly basis, update its staffing plan to ensure that the goats will be properly cared for and moved to new areas in a timely manner.

- Provide fencing that will be adequate to restrain the goats while minimizing the potential for harming the goats.
- Notify Public Safety's Non-Emergency line immediately (408) 730-7110 if there is a reasonable chance that a goat(s) may reach a public roadway prior to being captured.
- Keep all sufficiently trained herding dogs "working dogs" brought onto the site under the direct control of the herder or keep them on a leash. Be able to provide evidence that all required vaccinations are current, and that the dogs are licensed in the State, if and when requested to do so.
- Maintain appropriate equipment on-site to facilitate capturing, and restraining, a goat for procedures reasonably anticipated to be required to be performed in the field.
- Familiarize proposer's staff with Title 6 of the [Sunnyvale Municipal Code \(SMC\), Title 6. ANIMALS](#) and requirements of the SMC codes for small animals and livestock under Title 6; Chapter 6.09 and be prepared to comply with the municipal codes pertinent to this project.
- Familiarize proposer's staff with the local and State regulations and be prepared to comply with local/State regulations that may apply to the Project; however, this should not be considered a comprehensive list. https://ucanr.edu/sites/nichemarketing/Niche_Market_Goat_635/Goat_Rules_and_Regulations/.

Appendix 1 - Sample Herd Management Plan

1. All new herd additions shall be quarantined from the rest of the herd for 2 weeks to establish their health prior to mixing with the main herd. During this time the herd additions will be dewormed with a broad-spectrum dewormer and vaccinated against Clostridium Types C, D, and Tetanus ("CDT").
2. The entire herd will be vaccinated with CDT annually. If parts of the herd are moved to areas known to have other Clostridia strains, a 7-way booster vaccine shall be administered.
3. The entire herd shall be dewormed at least once per year using Ivermectin by injection, and/or with a product that kills liver flukes in addition to Hemonchas/trichostrongyle-type parasites, if liver flukes are deemed a problem (based on blood work/necropsies done on ill animals, and results of routine fecal examinations).
4. Prior to moving a group of animals onto the landfill, fecal flotations to test parasite burden will be performed on 10% of the group in question, and this group will be dewormed appropriately prior to moving onto the landfill if needed.
5. External parasite control in the form of dusts, sprays, dips, or insecticide-laden ear tags will be maintained during herd vaccination time and as needed during group handling.
6. Animals noticed to be ill or injured will be separated from the herd and treated as needed.
7. Deaths shall be investigated by necropsy, rumenotomy, to look for poisonous substances/plants that may jeopardize the rest of the herd, and or blood/fluid, or tissue samples as deemed necessary by circumstances, number of animals affected, or at risk. Commonly, plant samples from the affected pasture should also be collected in case needed for laboratory analysis.

Exhibit B
COMPENSATIONS

1) The proposal must include primary and secondary phase prices for two grazing years - 2024/25, 2025/26, if they differ.

Years	Primary	Secondary	Third (if needed)
2024/25	\$43,500.00	\$43,500.00	\$28,000.00 within the same calendar year.
2025/26	\$43,500.00	\$43,500.00	\$28,000.00 within the same calendar year.

EXHIBIT C - INSURANCE REQUIREMENTS

Contractor 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 Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor 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:

- Liquor Liability coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- Crime coverage with limits not less than \$500,000 to include third party premises endorsement.
- If working directly with minors, the Certificate of Insurance must include coverage for molestation and sexual abuse with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Garage Liability coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- Garage Keepers Liability coverage with limits not less than \$100,000 per location.
- On-Hook coverage with limits not less than \$100,000 per vehicle.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Contractor 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 contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage is checked above, liquor liability, and molestation and sexual abuse policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. 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 contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For any claims related to this project, the Contractor'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 Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
4. 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.
5. The Contractor'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.
6. 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.
7. 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 Contractor'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.
8. 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 Contractor'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 PINSAdvantage.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 Contractor 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. Contractor 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 Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor 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

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

SIGNATURE REQUIREMENTS

When signing documents, it is important that they be properly executed to guarantee their validity and recordation. The following procedures must be followed for all documents processed by the City of Sunnyvale such as: Subdivision Maps, Grants of Easements, Grant Deeds, Agreements, Bonds, etc.

- I. **FOR ALL SIGNATURES.** The name and title of the signer should be typed or printed beneath the signature. The name must be signed exactly as it is typed or printed.
- II. **SIGNATURES FOR INDIVIDUALS.** The name must be signed exactly as it is printed or typed. The signer's title or interest in the property (e.g. "owner") must be stated.
- III. **SIGNATURES FOR PARTNERSHIPS.** The signing party must be either a general partner or be authorized in writing to have the authority to sign for and bind the partnership.
- IV. **SIGNATURES FOR CORPORATIONS.** Authorization to sign contracts and other documents on behalf of the corporation must be demonstrated by one of the following methods. For maps and documents to be recorded, and for sureties signing bonds, the signatures must be notarized as provided in Method 3 and paragraph VI., below.

Method 1 (Two Specified Officers). Authorization may be shown by two officers, one from each of the following groups, signing the instrument. (ref. Corp. Code §312; 5214.)

Group A

- (i) Chairman of the Board
- (ii) President
- (iii) Any Vice-President

Group B

- (i) Secretary
- (ii) Any Assistant Secretary
- (iii) Chief Financial Officer
- (iv) Any Assistant Treasurer

Method 2 (Certified Board Authorization). Authorization may be shown by providing the City a copy of the corporation's bylaws, board of directors meeting minutes, or any resolution of corporation's board authorizing the person signing the instrument to execute instruments of the type in question, and certified by the Secretary or Asst. Secretary of the corporation to be a true copy. (ref. Corp. Code §314; 5215.)

Method 3 (Notarized Officer Signature). Authorization may be shown by the signature of either the corporation's president, vice president, secretary, or assistant secretary accompanied by a notary acknowledgment in the form prescribed by Civil Code §1189. (ref. Civil Code §1190)

- V. **SIGNATURES FOR LIMITED LIABILITY COMPANIES (LLC's).** Authorization must be demonstrated by providing the portion of the operating agreement authorizing the person signing the instrument to execute instruments of the type in question, and if the LLC does not have an operating agreement, then by providing the articles of incorporation for review by the OCA. (ref. Corp Code §§17151, 17154, 17157.)
- VI. **MAPS AND DOCUMENTS TO BE RECORDED.** For maps and documents to be recorded, including all transactions affecting title to real property, all signatures must be properly notarized and accompanied by a certificate of acknowledgement in the form prescribed by Civil Code section 1189. (ref. Gov't Code §§ 27287, 66436, 66439, 66447) The names and titles of the people signing the documents must be listed on the notary flag.
- VII. **CHANGES.** Should any changes be made to the document once signed, the changes must be initialed by all parties signing the document. Obliteration of any type will not be acceptable.