

RECORDING REQUESTED BY AND PLEASE
RETURN TO:

City Clerk
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

This Instrument Benefits City Only.
No Fee Required. Gov. C. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF MOUNTAIN VIEW/CITY OF SUNNYVALE
RECYCLED WATER SERVICE AGREEMENT**

This City of Mountain View/City of Sunnyvale Recycled Water Service Agreement ("Agreement") is entered into this ____ day of _____ 2025 between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation (hereinafter referred to as "MOUNTAIN VIEW"), and the CITY OF SUNNYVALE, a California charter city and municipal corporation (hereinafter referred to as "SUNNYVALE"), to provide recycled water service from SUNNYVALE to MOUNTAIN VIEW.

RECITALS

A. WHEREAS, MOUNTAIN VIEW wishes to receive RECYCLED WATER from SUNNYVALE to serve RECYCLED WATER within MOUNTAIN VIEW's city limits (hereinafter "RECYCLED WATER SERVICE"); and

B. WHEREAS, SUNNYVALE has the ability to provide RECYCLED WATER service to MOUNTAIN VIEW through and in conformance with Order No. 94-069, the permit issued to SUNNYVALE by the California State Water Resources Control Board, in accordance with an approved permit-based program of rules and regulations for reclaimed water users (herein referred to as "RECYCLED WATER PERMIT") without detracting from current service levels to the customers in SUNNYVALE; and

C. WHEREAS, this RECYCLED WATER SERVICE is exempt from the County of Santa Clara Local Agency Formation Commission (LAFCO) approval as specified under Government Code Section 56133(e)(1) of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

D. WHEREAS, this RECYCLED WATER SERVICE is categorically exempt from the provisions of the California Environmental Quality Act as Class 1 which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving

negligible or no expansion of existing or former use (Cal. Code Regs., tit. 14, § 15301); and statutorily exempt under California Public Resources Code Section 21080.21 which covers any projects of less than one mile in length within a public street or highway or any public right-of-way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline; and

E. WHEREAS, Sunnyvale's Donald M. Somers Water Pollution Control Plant ("Sunnyvale Plant") is permitted by the State of California San Francisco Bay Regional Quality Control Board ("REGIONAL BOARD") to produce, distribute and use treated effluent as RECYCLED WATER; and

F. WHEREAS, RECYCLED WATER that will be supplied to MOUNTAIN VIEW by SUNNYVALE under the terms of this Agreement is disinfected tertiary RECYCLED WATER and is produced in compliance with the provisions of Title 22 of the California Code of Regulations and applicable requirements of the California Environmental Protection Agency, Regional Board; and

G. WHEREAS, the construction of the infrastructure necessary to connect MOUNTAIN VIEW to SUNNYVALE's RECYCLED WATER system will be facilitated between MOUNTAIN VIEW and END USER, defined below, pursuant to a separate agreement; and

H. WHEREAS, the purpose of this Agreement is to define the roles and responsibilities of the PARTIES with respect to SUNNYVALE's supplying of RECYCLED WATER to MOUNTAIN VIEW as a wholesale customer.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the PARTIES do agree as follows:

ARTICLE 1—EFFECTIVE DATE

The effective date ("EFFECTIVE DATE") of this Agreement shall be the date set forth above.

ARTICLE 2—DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

1. AGENCY METER means the meter owned and operated by SUNNYVALE that measures flow delivered to MOUNTAIN VIEW.

2. ANNUAL DELIVERY QUANTITY means the anticipated minimum annual delivery quantity of RECYCLED WATER to be provided for distribution through the RECYCLED WATER

SERVICE to MOUNTAIN VIEW for each of the ensuing three (3) FISCAL YEARS. The ANNUAL DELIVERY QUANTITY shall be determined by SUNNYVALE.

3. END USER means the ultimate user(s) of the RECYCLED WATER on the private property or public right-of-way located at 700-800 Middlefield Road in MOUNTAIN VIEW, that is delivered through the RECYCLED WATER SERVICE.

4. FISCAL YEAR means each twelve (12) month period during the term of this Agreement commencing July 1 of one year and terminating June 30 of the next succeeding year, both dates inclusive.

5. PARTIES mean City of Mountain View and City of Sunnyvale collectively, or PARTY individually.

6. RECYCLED WATER means disinfected tertiary recycled water that is supplied by SUNNYVALE under the terms of this Agreement and conforms to the provisions of Title 22 of the California Code of Regulations and applicable requirements of the State Water Resources Control Board in accordance with the RECYCLED WATER PERMIT.

7. RECYCLED WATER AGENCY as per Title 22 of the California Code of Regulations means the public water system, or a publicly or privately owned or operated RECYCLED WATER system, that delivers or proposes to deliver recycled water to a facility.

8. RECYCLED WATER PERMIT refers to SUNNYVALE's permit issued by the Regional Board, Order No. 94-069.

9. RECYCLED WATER SERVICE means a distribution line and appurtenances, including a Service Stub-Out Assembly, that transports RECYCLED WATER from SUNNYVALE to MOUNTAIN VIEW.

10. PROPERTY METER refers to any RECYCLED WATER meter(s) served by the RECYCLED WATER SERVICE after the AGENCY METER.

ARTICLE 3—CITY OF SUNNYVALE'S RESPONSIBILITY

3.01 Recycled Water Provisions.

1. Supply of Recycled Water and Service Area. SUNNYVALE, as producer of the RECYCLED WATER, shall supply MOUNTAIN VIEW with the ANNUAL DELIVERY QUANTITY of RECYCLED WATER at SUNNYVALE's wholesale rate, as defined and determined in Section 3.01(4) below.

2. Sunnyvale Plant Operations. MOUNTAIN VIEW acknowledges that SUNNYVALE is charged with the responsibility to operate its sewage systems in a manner to be

most beneficial to SUNNYVALE's customers. Nothing contained herein shall affect SUNNYVALE's right to operate the Sunnyvale Plant at a level SUNNYVALE determines to be appropriate, or to discontinue the operation of the Sunnyvale Plant. Any right of MOUNTAIN VIEW to RECYCLED WATER pursuant to this Agreement is subordinate to the rights and responsibilities of SUNNYVALE as set forth in this Section 3.01(2). Nonetheless, SUNNYVALE shall provide MOUNTAIN VIEW with at least seventy-two (72) hours prior notice of any planned reduction of the delivery of RECYCLED WATER. In the event of an emergency reduction or Sunnyvale Plant closure, SUNNYVALE shall provide a written notice to MOUNTAIN VIEW as soon as can reasonably be provided.

3. Regulatory Permits. SUNNYVALE shall maintain a valid water reclamation permit from the Regional Board authorizing: (i) the Sunnyvale Plant to produce RECYCLED WATER; (ii) the distribution of RECYCLED WATER; and (iii) the use of RECYCLED WATER by END USER copies of which shall be provided to MOUNTAIN VIEW.

4. Rate Structure. For Fiscal Year 2025-2026, SUNNYVALE shall provide MOUNTAIN VIEW RECYCLED WATER at SUNNYVALE's wholesale rate of \$1,121.05 per acre-foot. The wholesale rate shall be adjusted annually in a manner consistent with SUNNYVALE's other wholesale customers. The proposed wholesale rate for subsequent fiscal years shall be provided to MOUNTAIN VIEW no later than March 31st. SUNNYVALE shall bill this rate to MOUNTAIN VIEW on a monthly basis.

5. Metering. SUNNYVALE shall use the AGENCY METER to measure all RECYCLED WATER delivered to MOUNTAIN VIEW. The AGENCY METER shall govern billings to MOUNTAIN VIEW. SUNNYVALE shall operate, maintain, and calibrate, at no cost to MOUNTAIN VIEW, the AGENCY METER in accordance with industry standards for such meters. Upon written request of MOUNTAIN VIEW, SUNNYVALE shall provide MOUNTAIN VIEW with access to the AGENCY METER and AGENCY METER related records for purposes of verifying the quantity of RECYCLED WATER delivered to MOUNTAIN VIEW and SUNNYVALE's accuracy in measuring such quantity.

6. Recycled Water Quality and Pressure. SUNNYVALE shall ensure that all RECYCLED WATER delivered to MOUNTAIN VIEW be of such quality that the same may be used for all purposes allowed for disinfected tertiary RECYCLED WATER and meets or exceeds the quality requirements set forth in the then-current disinfected tertiary RECYCLED WATER quality and monitoring regulations specified in Title 22, Division 4, Chapter 3 (Wastewater Reclamation Criteria) of the California Code of Regulations, as further regulated by the Regional Board, the State Water Resources Control Board and all other Federal, State, and local agencies having jurisdiction over RECYCLED WATER quality. SUNNYVALE shall maintain a minimum pressure of forty (40) pounds per square inch at the AGENCY METER to satisfy the minimum head requirement for MOUNTAIN VIEW's distribution system. If SUNNYVALE cannot maintain the aforementioned minimum pressure, SUNNYVALE shall provide immediate verbal notification to MOUNTAIN VIEW and follow with written notification. Upon request of MOUNTAIN VIEW, SUNNYVALE shall provide MOUNTAIN VIEW with any RECYCLED WATER quality monitoring data

collected by SUNNYVALE. SUNNYVALE shall also provide MOUNTAIN VIEW with access to sample RECYCLED WATER designated to be delivered to MOUNTAIN VIEW at no cost to SUNNYVALE.

7. Monitor Recycled Water Quality. SUNNYVALE shall monitor the quality of RECYCLED WATER supplied to MOUNTAIN VIEW to ensure its compliance with all local, State, and Federal statutory, regulatory, and other legal requirements. The PARTIES recognize that factors beyond the control of SUNNYVALE could cause operational difficulties at the Sunnyvale Plant resulting in the temporary production of RECYCLED WATER that does not meet legal requirements for the intended uses of MOUNTAIN VIEW. In such cases, SUNNYVALE shall immediately suspend deliveries of RECYCLED WATER to MOUNTAIN VIEW. SUNNYVALE shall use its best efforts to promptly reestablish the production of RECYCLED WATER of a suitable quality and pressure as soon as reasonably possible and shall reestablish MOUNTAIN VIEW's supply of such RECYCLED WATER accordingly. SUNNYVALE shall immediately notify MOUNTAIN VIEW when the RECYCLED WATER does not meet the then-current applicable regulatory and other legal requirements, or provide advance notice of at least seventy-two (72) hours when deliveries of RECYCLED WATER is to be suspended. SUNNYVALE shall be responsible for providing monitoring reports to MOUNTAIN VIEW in conformance with the requirements applicable to a RECYCLED WATER AGENCY under Title 22 of the California Code of Regulations and the State Water Resources Control Board, as specified in the RECYCLED WATER PERMIT or other applicable regulatory mandate.

ARTICLE 4—CITY OF MOUNTAIN VIEW'S RESPONSIBILITY

4.01 Sale of Recycled Water to End User.

MOUNTAIN VIEW and SUNNYVALE agree that MOUNTAIN VIEW may sell RECYCLED WATER delivered through the RECYCLED WATER SERVICE. MOUNTAIN VIEW shall pay SUNNYVALE's wholesale rate for RECYCLED WATER delivered to MOUNTAIN VIEW on a monthly basis as described in Section 3.01(4) of this Agreement.

4.02 On-Site Recycled Water Compliance.

As a RECYCLED WATER retailer, MOUNTAIN VIEW shall have RECYCLED WATER customers comply with rules and regulations set forth in MOUNTAIN VIEW's "Customer Guidelines for Recycled Water Use" (hereinafter referred to as "Guidelines"), permit requirements from the California State Water Resources Control Board, and any approval and/or permit requirements of MOUNTAIN VIEW. MOUNTAIN VIEW shall be responsible for ensuring END USER monitoring, reporting, enforcement and any other requirements assigned to the "Recycled Water Agency" as defined in Title 22 of the California Code of Regulations and the State Water Resources Control Board not covered by SUNNYVALE in Section 3.01(8) of this Agreement.

4.03 Inspection and Acceptance of Recycled Water Infrastructure.

MOUNTAIN VIEW shall be responsible for the testing and inspections for on-site RECYCLED WATER compliance. MOUNTAIN VIEW shall provide SUNNYVALE with testing and inspection information upon request from SUNNYVALE. Inspection and acceptance shall follow the criteria per MOUNTAIN VIEW Public Works standard inspection and acceptance requirements, and includes, but is not limited to, the following:

- a. Special Inspection by a certified AWWA Cross-Connection Specialist, which MOUNTAIN VIEW shall coordinate to perform the construction inspection of RECYCLED WATER services to END USER as required by Title 22 of the California Code of Regulations and the State Water Resources Control Board and any and all permits issued by any RECYCLED WATER regulating agency, including but not limited to:
- b. Cross-connection testing;
- c. Coverage testing; and
- d. Annual inspection and reporting.

4.04 Operation and Maintenance of the RECYCLED WATER SERVICE.

1. Meetings. Within thirty (30) calendar days prior to delivering RECYCLED WATER to MOUNTAIN VIEW and every three (3) years thereafter on the anniversary of the Effective Date of this Agreement, the PARTIES shall meet to discuss matters related to the operation, maintenance, repair or improvement of the RECYCLED WATER SERVICE, the reconciliation of RECYCLED WATER deliveries, or any other pertinent matter related to this Agreement. Meetings may be held in-person or via any telephonic or electronic means, including telephonic or web conferencing.

2. Records of O&M Activities. The PARTIES shall keep, maintain, and update all books, papers, plans, drawings, records, accounting records, files, reports, and other materials relating to its O&M Activities. Upon receiving at least five (5) calendar days written notice, the PARTIES shall make those records available during normal business hours for the purpose of auditing, inspection, or copying.

ARTICLE 5—PARTIES' RESPONSIBILITIES

5.01 Annual Delivery Quantity.

Within thirty (30) calendar days prior to delivering RECYCLED WATER to MOUNTAIN VIEW and every three (3) years thereafter on the anniversary of the Effective Date of this Agreement, MOUNTAIN VIEW and SUNNYVALE shall meet and confer in good faith to mutually determine the anticipated minimum ANNUAL DELIVERY QUANTITY of RECYCLED WATER to be provided for

distribution through the RECYCLED WATER SERVICE to MOUNTAIN VIEW each of the ensuing three (3) FISCAL YEARS. For clarification purposes, the minimum ANNUAL DELIVERY QUANTITY of RECYCLED WATER is not a guaranteed delivery or purchase minimum, but established for estimation purposes only.

5.02 Initial Recycled Water Infrastructure.

1. Installation. The installation of initial RECYCLED WATER infrastructure, including the AGENCY METER, pipelines, backflows, and other appurtenances for SUNNYVALE to provide RECYCLED WATER to MOUNTAIN VIEW will be designed, constructed, and paid for by a private third party. The PARTIES shall permit, test, and inspect the construction of the infrastructure in their respective rights-of-way, including design, construction, and acquisition of encroachment and/or excavation permit(s) in accordance with local, State, and Federal requirements.

Upon completion, the RECYCLED WATER infrastructure shall be the responsibility of the PARTIES as follows in terms of ownership, including but not limited to operation, maintenance, repair, and future replacement (collectively, "Ownership"):

a. Those RECYCLED WATER infrastructure improvements located within SUNNYVALE right-of-way downstream of the AGENCY METER will be dedicated to MOUNTAIN VIEW for Ownership. SUNNYVALE shall issue an encroachment permit to MOUNTAIN VIEW for the utility encroachment into SUNNYVALE's right-of-way to grant MOUNTAIN VIEW the right to construct, reconstruct, operate, repair, maintain, replace, relocate, and enlarge the RECYCLED WATER infrastructure.

b. MOUNTAIN VIEW shall be responsible for Ownership of those RECYCLED WATER infrastructure improvements located within MOUNTAIN VIEW right-of-way.

c. SUNNYVALE shall be responsible for Ownership of the AGENCY METER and those RECYCLED WATER infrastructure improvements located upstream of the AGENCY METER within SUNNYVALE right-of-way.

2. Maintenance and Operation. The PARTIES shall perform operation and maintenance activities consistent with the PARTIES' responsibilities set forth in Subsection 5.02(1) above in a manner consistent with applicable industry standards. The PARTIES agree to establish reasonable operating procedures and maintenance schedules, and provide all reasonably necessary tools, equipment, materials, supplies and professional, supervisory, and managerial personnel necessary to undertake the Operations and Maintenance Activities ("O&M Activities"). Such personnel shall be qualified to perform the duties to which they are assigned. All individuals employed by either PARTY undertaking O&M Activities, and their working hours, rates of compensation, and all other matters relating to their employment, shall be determined solely by each PARTY for work in their respective jurisdiction. With respect to labor matters, hiring personnel, employment policies, and all matters related to O&M Activities, the PARTIES

shall comply with all applicable laws. The PARTIES also shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement and shall not enter into any agreements with respect to labor matters that purport to bind or otherwise obligate the other PARTY.

ARTICLE 6—MISCELLANEOUS PROVISIONS

6.01 Indemnification.

To the fullest extent allowed by law, SUNNYVALE and MOUNTAIN VIEW shall indemnify, defend, and hold the other PARTY, its elective or appointive boards, officers, agents, volunteers, and employees harmless from any and all claims, liabilities, expenses, or damages of any nature, including, but not limited to, attorneys' fees, personal injury, property damage, and death, which result from the negligent acts or omissions or willful misconduct of the indemnifying PARTY, under or in connection with or arising out of any work or authority delegated to such other PARTY under this Agreement. The PARTIES shall cooperate reasonably in the defense of any action and shall employ competent counsel reasonably acceptable to both City Attorneys. 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. The obligations set forth in this Section 6.01 shall survive termination and expiration of this Agreement.

6.02 Insurance.

The PARTIES agree to have and maintain the policies set forth in Exhibit "A" which is attached hereto and incorporated by this reference, related to their performance of the O&M Activities. As described in Section 5.02(2) above, the PARTIES share responsibility for the O&M Activities. The PARTIES shall ensure that it and its contractors acquire and maintain insurance coverages set forth in Exhibit "A" to cover potential liability to the other PARTY (including its officials, officers, employees, volunteers and agents) arising out of or related to the O&M Activities.

6.03 CITY Ordinances.

All applicable regulations and ordinances of MOUNTAIN VIEW and those of SUNNYVALE shall apply to this Agreement and to the performances hereunder.

6.04 California Law.

This Agreement shall be governed by the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

6.05 Dispute Resolution.

The PARTIES will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly and initially by representatives of the PARTIES in the following manner:

If a dispute should arise, an authorized representative for each of the PARTIES will meet or teleconference within fourteen (14) calendar days of written notification of the dispute to resolve the dispute. Prior to such meeting or teleconference, the PARTY bringing the dispute will draft and submit to the other PARTY a written description, including any factual support, of the disputed matter. After receiving this written description, the other PARTY will provide a written response to such written description within twenty-one (21) days. If no resolution of the dispute occurs at this meeting or teleconference, the issue will be elevated to the appropriate Director of each PARTY. MOUNTAIN VIEW's Public Works Director and SUNNYVALE's Director of Environmental Services Department will meet or teleconference as soon as practical, but in no event later than twenty-one (21) calendar days after the matter has been referred to them, with the initial meeting to occur at a location to be selected by the PARTIES. If the dispute remains unresolved after forty-five (45) calendar days from their receipt of the matter for resolution, and either or both are unwilling to continue negotiations, the PARTIES may jointly agree to participate in nonbinding mediation of the dispute. The PARTIES are not required to enter into nonbinding mediation. In the event nonbinding mediation is unsuccessful in resolving the dispute or if the PARTIES choose not to pursue nonbinding mediation, either PARTY may seek any remedies it may have available at law or in equity in a court of competent jurisdiction.

6.06 Attorneys' Fees.

In the event of any dispute concerning the terms and provisions of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorneys' fees resulting from any arbitration in enforcing the terms and provisions of this Agreement. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

6.07 Notices.

Notice under this Agreement shall be deemed effective upon the deposit in first-class mail, postage prepaid, and addressed to the PARTIES as follows:

To MOUNTAIN VIEW: Public Works Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

To SUNNYVALE: City of Sunnyvale
 Water and Sewer Division Manager
 221 Commercial Street
 Sunnyvale, CA 94088-3707

6.08 Entire Agreement.

This Agreement contains the entire understanding between the PARTIES with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the PARTIES relating to the subject matter of this Agreement which are not fully expressed herein.

6.09 Exhibits.

All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective reference to them, whether or not they are actually attached.

6.10 Authority to Execute.

The persons executing this Agreement on behalf of the PARTIES warrant that they are duly authorized to execute this Agreement.

6.11 Waiver.

The failure of either PARTY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that the other PARTY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

6.12 Headings.

The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

6.13 Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable

law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

6.14 Amendment.

This Agreement may be amended in writing and signed by both PARTIES.

6.15 Termination.

The PARTIES may mutually agree to terminate this Agreement at any time. In addition, either PARTY may terminate this Agreement by giving thirty (30) days written notice to the other PARTY pursuant to Section 6.07 above. Notwithstanding, and for clarification purposes, MOUNTAIN VIEW may immediately terminate the provision of RECYCLED WATER to a customer(s) without prior notice to SUNNYVALE at any time.

6.16 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the PARTIES agree that signatures on this Agreement shall be sufficient to bind the PARTIES.

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IN WITNESS WHEREOF, this Agreement is executed by MOUNTAIN VIEW and SUNNYVALE.

“MOUNTAIN VIEW”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“SUNNYVALE”:
CITY OF SUNNYVALE,
a California charter city and municipal
corporation

By: _____
Kimbra McCarthy, City Manager

By: _____
Tim Kirby, City Manager

Date: _____

APPROVED AS TO CONTENT:

Attest: _____
Heather Glaser, City Clerk

Ramana Chinnakotla
Environmental Services Director

APPROVED AS TO CONTENT:

Jennifer Ng
Public Works Director

APPROVED AS TO FORM:

FINANCIAL APPROVAL:

Susan Yoon
Assistant City Attorney

Assistant Finance and Administrative Services
Director

APPROVED AS TO FORM:

Senior Assistant City Attorney

EXHIBIT A
INSURANCE REQUIREMENTS

The PARTIES shall procure and maintain for the duration of the agreement 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 PARTIES, their agents, representatives, or employees. All certificates and endorsements are to be received and approved by the other PARTY before the Agreement commences.

Minimum Scope and Limits of Insurance. The PARTIES shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this agreement 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.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and accepted by the other PARTY's Risk Manager. The PARTIES 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:

During the term of the Agreement, the PARTIES shall have no right of subrogation and shall not subrogate against the other PARTY for any claim filed with respect to liability arising out of activities performed by or on behalf of such other PARTY pursuant to this Agreement.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than Superior or Excellent, and authorized to do business, unless otherwise acceptable to the PARTY's Risk Manager.

Verification of Coverage:

SUNNYVALE utilizes an electronic insurance verification system to track and verify all insurance related documents. SUNNYVALE is no longer accepting Certificates of Insurance by mail and will only accept electronic insurance documents. SUNNYVALE will email MOUNTAIN VIEW requesting proof of insurance for this Agreement through an electronic insurance verification system, which include instructions on how to upload insurance documents electronically. MOUNTAIN VIEW shall furnish SUNNYVALE 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 SUNNYVALE's, Risk Manager prior to commencement of work.

MOUNTAIN VIEW shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. MOUNTAIN VIEW shall submit insurance certificates reflecting the policy renewals through SUNNYVALE's electronic insurance verification system. SUNNYVALE reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUNNYVALE shall furnish a certificate or other written evidence of the self-insurance program upon MOUNTAIN VIEW's request.

Contractors and Subcontractors:

The PARTIES shall require all contractors and subcontractors to procure and maintain insurance policies subject to the minimum insurance requirements specified in this Exhibit A, and name both PARTIES as an additional insured to their Commercial General Liability policies and Workers' Compensation policies which shall be endorsed with a waiver of subrogation in favor of both PARTIES. Failure of the PARTIES to verify existence of their hired contractor's or subcontractor's insurance shall not relieve the hiring PARTY from any claim arising from contractor's or subcontractor's work on behalf of the hiring PARTY.