**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW,
THE MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY,
AND _____, FOR
CONSULTING SERVICES**

This AGREEMENT is dated for identification this ____ day of _____ 2025, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), the MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY, a special government district administered by CITY (hereinafter "COMMUNITY"), and _____, ____[legal entity]__, California Entity No. _____, whose address is _____ (hereinafter "CONSULTANT"), (CITY, COMMUNITY, and CONSULTANT hereinafter collectively "Parties" or individually "Party").

RECITALS

A. CITY and COMMUNITY desire to retain the services of CONSULTANT to provide _____; and

B. CONSULTANT is a qualified professional capable of providing the certain professional services which CITY and COMMUNITY seek.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY and COMMUNITY do hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONSULTANT shall provide the services set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit A.

2. **Term and Effective Date.** The term of this Agreement shall be from the date of full execution through June 30, 2028, and by which time all work shall be completed, unless terminated earlier pursuant to Section 3, Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Nonappropriation; or Section 17, Termination, of this Agreement. This Agreement shall become effective on the date it is executed by all Parties. If the Agreement is not executed by all Parties on the same date, the Agreement shall be effective on the date it is last executed. CITY and COMMUNITY shall have the option to extend through amendments to this Agreement for two (2) additional one (1) year terms for a total maximum contract term of five (5) years.

3. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Nonappropriation.** This Agreement is subject to the budget and fiscal provisions of the City

Charter and City Code of CITY and budget and fiscal provisions of COMMUNITY. This Agreement will terminate without penalty, liability, or expense of any kind to CITY and COMMUNITY at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. CITY and COMMUNITY have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. CITY and COMMUNITY budget decisions are subject to the discretion of the CITY's City Council and the COMMUNITY's Board. CONSULTANT's assumption of risk of possible nonappropriation is part of the consideration for this Agreement.

4. **Compensation.** The rates for services under this Agreement shall be as set forth in Exhibit A.

a. Date of full execution of the Agreement through June 30, 2026. Maximum compensation to CONSULTANT for providing the services set forth herein from the date of full execution of the Agreement through June 30, 2026 shall not exceed (including reimbursed expenses) Sixty Thousand Dollars ($60,000). Any remaining funds are the end of the period (June 30, 2026) shall not carry over.

b. July 1, 2026 through June 30, 2027 (CITY Fiscal Year 2026-27). Upon Council and Board approval and adoption of the Fiscal Year 2026-27 budget, including funding related to this contract, maximum compensation to CONSULTANT for providing the services set forth herein for Fiscal Year 2026-27 shall not exceed (including reimbursed expenses) Sixty Thousand Dollars ($60,000). Any remaining funds at the end of the fiscal year shall not carry over.

c. July 1, 2027 through June 30, 2028 (CITY Fiscal Year 2027-28). Upon Council and Board approval and adoption of the Fiscal Year 2027-28 budget, including funding related to this contract, maximum compensation to CONSULTANT for providing the services as set forth herein for Fiscal Year 2027-28 shall not exceed (including reimbursed expenses) Sixty Thousand Dollars ($60,000). Any remaining funds at the end of the fiscal year shall not carry over.

If additional one (1) year terms are exercised through amendments to this Agreement for CITY Fiscal Year 2028-29 and Fiscal Year 2029-30, rates shall be adjusted annually up to the California Consumer Price Index-All Urban Consumers (CCPI-U) for San Francisco-Oakland-Hayward for all items as determined by the California Department of Industrial Relations. For agreements expiring in June, the December CCPI-U from the prior year is used. For agreements expiring in December, the June CCPI-U from the same year is used. All rate adjustments shall be rounded to the nearest dollar.

5. **Compliance with Department of Industrial Relations.** CONSULTANT and CONSULTANT's subconsultant(s) providing services on a public works project by employees whose job classification is subject to California prevailing wage laws must be registered with the Department of Industrial Relations and maintain registration for the duration of this Agreement. CONSULTANT and/or CONSULTANT's subconsultants shall pay these employees per California

prevailing wage rates and submit certified payroll records in conformance with Department of Industrial Relations requirements.

6. **Payment Schedule.** CITY, on behalf of both CITY and COMMUNITY, shall make periodic payments within thirty (30) days of receiving and approving a billing statement in proportion to the satisfactory completion of CONSULTANT's services.

7. **Reliance Upon Professional Skill.** It is mutually agreed by the Parties that CITY and COMMUNITY are relying upon the professional skill of CONSULTANT, and CONSULTANT represents to CITY and COMMUNITY that CONSULTANT's work shall conform to generally recognized professional standards in the industry. Acceptance of CONSULTANT's work by CITY or COMMUNITY does not operate as a release of CONSULTANT's said representation.

8. **Independent Contractor.** It is agreed that CONSULTANT is an independent contractor, and all persons working for or under the direction of CONSULTANT are CONSULTANT's agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or COMMUNITY or employees of CITY or COMMUNITY by virtue of this Agreement. CONSULTANT will defend, indemnify, and hold CITY and COMMUNITY harmless from any claims, demands, liabilities, costs, and expenses arising from CONSULTANT's misclassification of workers providing services under this Agreement.

9. **Conflict of Interest.** If, in performing the services set forth in this Agreement, CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for CITY or COMMUNITY that would otherwise be performed by a CITY or COMMUNITY employee holding a position specified in CITY's Conflict of Interest Code, CONSULTANT shall be subject to CITY's Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of economic interest disclosing the relevant financial interests of CONSULTANT's personnel providing the services set forth in this Agreement. If subject to CITY's Conflict of Interest Code, CONSULTANT shall notify CITY's City Clerk at city.clerk@mountainview.gov, 650-903-6304, or City Hall, 500 Castro Street, Third Floor, in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

10. **Ownership of Data and Documents.** CONSULTANT agrees all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of CITY or COMMUNITY. CONSULTANT shall regularly provide such documents to CITY upon CITY's or COMMUNITY's request. In the event this Agreement is terminated prior to completion of the scope of work, CONSULTANT shall provide all such data and documents to CITY or COMMUNITY forthwith.

11. **Business License.** Prior to the execution of this Agreement, CONSULTANT shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

12. **Insurance.**

a. Commercial General Liability Insurance. CONSULTANT shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars ($2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's insurance coverage shall be written on an occurrence basis.

b. Automobile Liability Insurance. CONSULTANT shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence.

*******WORKERS' COMPENSATION INSURANCE:***
*--A COMPANY **WITH EMPLOYEES**, USE **OPTION NO. 1**.*
*--AN INDIVIDUAL OR INDIVIDUALS WITH **NO EMPLOYEES**, USE **OPTION NO. 2**.*
>>(OPTION NO. 1)

c. Workers' Compensation Insurance. CONSULTANT shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident. *(END OF OPTION NO. 1)*

>>(OPTION NO. 2)

c. Workers' Compensation Insurance. CONSULTANT is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

CONSULTANT is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and CONSULTANT maintains CONSULTANT is exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) CONSULTANT will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should CONSULTANT become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, CONSULTANT shall forthwith comply with those provisions and send evidence of financial compliance to CITY. *(END OF OPTION NO. 2)*

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY and/or COMMUNITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, CITY and COMMUNITY require and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY and COMMUNITY.

(2) The City of Mountain View and the Mountain View Shoreline Regional Park Community and CITY's and COMMUNITY's officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverages.

(3) For any claims related to CONSULTANT's services pursuant to this Agreement, CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY and COMMUNITY and CITY's and COMMUNITY's officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY or COMMUNITY and CITY's or COMMUNITY's officers, officials, employees, and volunteers shall not contribute to it.

(4) CONSULTANT grants CITY and COMMUNITY a waiver of any rights to subrogation which any insurer of CONSULTANT may acquire against CITY or COMMUNITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY or COMMUNITY has received a waiver of subrogation endorsement from the insurer.

(5) CONSULTANT shall provide thirty (30) days' notice to CITY and COMMUNITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event CONSULTANT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONSULTANT to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY and COMMUNITY or acceptance of the Certificate of Insurance by CITY and COMMUNITY shall not relieve or decrease the extent to which CONSULTANT may be held responsible for payment of damages resulting from CONSULTANT's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's and/or COMMUNITY's rights to insurance coverage hereunder.

(8) If, for any reason, CONSULTANT fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY and COMMUNITY, at CITY's sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

13. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold CITY and CITY's officers, employees, agents, and volunteers, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of CONSULTANT or CONSULTANT's contractors, subcontractors, agents, or employees under this Agreement. CITY shall cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel reasonably acceptable to the City Attorney.

14. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to 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. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the CITY's City Attorney's Office or the COMMUNITY's General Counsel's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

15. **Nondiscrimination.** CONSULTANT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

16. **Amendment.** This Agreement may be amended in writing and signed by the Parties.

17. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to CONSULTANT. Should CITY terminate pursuant to said notice, CITY and COMMUNITY shall pay CONSULTANT for CONSULTANT's services rendered to the date of termination based on percentage of completion of scope of basic services, including actual

reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

18. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

19. **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.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

21. **Waiver.** The failure of CITY or COMMUNITY 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 CITY or COMMUNITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

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

23. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

24. **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.

25. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

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

To COMMUNITY: Mountain View Shoreline Regional Park Community
Public Works Projects
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

To CONSULTANT: _____
_____
_____

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

26. **Compliance with Law.** CONSULTANT shall comply with all applicable laws and regulations of the federal, state, and local government, including, but not limited to, "The Code of the City of Mountain View, California." CONSULTANT specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY's protocols for contractors related to COVID-19 which are located at www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing and incorporated herein by this reference, as amended from time to time.

27. **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, dated_____, 2025 for identification, between the City of Mountain View, the Mountain View Shoreline Regional Park Community, and _____, to provide _____, is executed by CITY, COMMUNITY, and CONSULTANT.

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

By: _____
City Manager

Date: _____

APPROVED AS TO CONTENT:

_____
Public Works Director

FINANCIAL APPROVAL:

_____
Finance and Administrative Services Director

APPROVED AS TO FORM:

_____
City Attorney

"COMMUNITY":
MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY,
a special government district administered by CITY

By: _____
Community Manager

Date: _____

Countersigned: _____
For Board Secretary

APPROVED AS TO FORM:

_____
Senior Assistant City Attorney
For General Counsel

"CONSULTANT":
_____,
_____

By: _____

Name: _____

Title: _____

Date: _____

_____
Taxpayer I.D. Number