# RIGHT OF ENTRY AGREEMENT BETWEEN THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND THE CITY OF MOUNTAIN VIEW (GRAHAM MIDDLE SCHOOL)

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into on April \_\_\_\_, 2023 ("Effective Date") by and between the Mountain View Whisman School District, a California public school district located in the County of Santa Clara, California ("District"), and the City of Mountain View, a California charter city and municipal corporation ("City"). District and City may be individually referred to herein as "Party" or collectively referred to herein as "Parties."

#### **BACKGROUND TO AND PURPOSE OF AGREEMENT**

- A. WHEREAS, District is owner, in fee, of certain real property located at 1175 Castro Street, Mountain View, California, 94040, and commonly known as Graham Middle School ("District Parcel") and as depicted in Exhibit A; and
- B. WHEREAS, City desires to remove, repair, and install a portion of the sidewalk ("Sidewalk") pursuant to City's Annual Sidewalk Project. This work will require City to replace an existing concrete walkway located on the District Parcel in order to maintain accessible grades between the Sidewalk and entrance onto the District Parcel; and
- C. WHEREAS, District intends to allow City access across the District Parcel to perform the work necessary to remove, repair, and install the Sidewalk and to replace the concrete walkway in accordance with the terms of this Agreement and the Scope of Work attached as Exhibit B ("Work").

#### **AGREEMENT**

NOW THEREFORE, District and City hereby agree as follows:

- 1. <u>Right of Entry.</u> To facilitate City's performance of the Work described in Exhibit B, District shall provide City and City's employees, agents, contractors, representatives, and consultants with access to the District Parcel, subject to the following provisions:
- 1.1 <u>Access</u>. City shall access the District Parcel and location for the Sidewalk by crossing onto the District Parcel as indicated on the attached Exhibit A. City acknowledges and agrees that the District Parcel is an operating school site. Accordingly, City shall only enter or traverse through the school site in the location indicated on the attached Exhibit A.
- 1.2 <u>Term</u>. City's right to enter the District Parcel pursuant to this Agreement shall commence upon City's written notification to District that City has issued City's contractor a

"Notice to Proceed" to construct the improvements and shall continue for fifty (50) working days ("Term") unless earlier terminated by either Party pursuant to the terms of this Agreement.

- 1.3 <u>Use of District Parcel</u>. City shall use the District Parcel solely for performance of the Work. City shall not use the District Parcel for any use other than that specified in this Agreement and as particularly described in Exhibit B.
- 1.4 <u>Property Interest</u>. City acknowledges and agrees that the purpose of this Agreement is solely to provide access to City for performance of the Work. This Agreement is not to be construed as a conveyance of title to the District Parcel or any other real property interests.
- 1.5 <u>Performance of the Work</u>. City agrees, at City's sole cost and expense, to perform all Work in accordance with all applicable Federal, State, and local laws, regulations, and ordinances. All Work shall be performed by City at City's own expense and in a good and workmanlike manner. City shall exercise reasonable precautions to avoid damage and protect persons or property and the District Parcel. City shall keep the District Parcel free and clear of debris and trash. City shall remove City's personal equipment used in performing the Work. City shall secure and maintain the Work in a manner that will prevent injury to any person using the District Parcel.
- 1.6 <u>Work Hours</u>. City will perform the Work when school is in session. However, unless otherwise approved in advance by the District, City shall not perform the Work during the drop-off and pick-up hours of 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 3:45 p.m. on Mondays, Tuesdays, Wednesdays, and Fridays, and 7:30 a.m. to 8:30 a.m. and 2:15 p.m. to 3:00 p.m. on Thursdays. City shall cooperate with District to ensure the same.
- 1.7 <u>District's Limited Liability</u>. District shall not be liable for the costs or performance of the Work. At the end of the Term or the earlier termination of this Agreement, City shall return the District Parcel to the condition that existed at the Effective Date of this Agreement. All costs to return the District Parcel to the condition as existed at the Effective Date of this Agreement shall be borne solely by City.
- 1.8 <u>Entitlements</u>. City shall be solely obligated and responsible for obtaining any entitlements, including, but not limited to, permits, from any jurisdictional agency for performance of the Work. District makes no representation or warranty that City's use of the District Parcel as contemplated herein is a permitted use under applicable zoning or General Plan requirements.
- 1.9 <u>Unlawful Uses</u>. City shall not allow the District Parcel to be used for any unlawful purpose. City shall not use or permit the use of the District Parcel or any part thereof for any purpose that is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility.

1.10 Fingerprinting and Criminal Background Verification. City shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements for City's employees, agents, consultants, contractors, and subcontractors described in Education Code Section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health and Safety Code, Section 1500, et seq.). City shall provide written verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to entering upon the District Parcel and prior to contact with any District student.

#### 1.11 Rules of Conduct.

- 1.11.1 <u>No Unnecessary Student Contact</u>. City shall instruct City's employees, agents, consultants, contractors, subcontractors, and any volunteers in writing that such persons shall not engage in unnecessary contact with District students. At District's sole discretion, District may require City to immediately remove any person from the District Parcel if any unnecessary student contact is observed or reported.
- 1.11.2 <u>No Disturbances</u>. City and City's employees, agents, consultants, contractors, subcontractors, and any volunteers and invitees shall refrain from disorderly conduct or conduct that creates loud and unusual noises or unpleasant odors; provided, however, that normal construction activity required for performance of the Work shall not be deemed to violate this Section.
- 1.11.3 <u>Drug-Free Environment</u>. City shall not knowingly permit any person under the influence of any nonprescribed drug that has been defined by the State or Federal government as a "controlled substance" to enter upon the District Parcel. The possession, sale, or use of any "controlled substance" on the District Parcel is prohibited.
- 1.11.4 <u>No Weapons and Explosives</u>. Firearms, weapons, and explosives are prohibited at the District Parcel regardless of whether carried openly or concealed or stored.
- 1.11.5 <u>No Tobacco; No Smoking</u>. In accordance with District's policy, tobacco use of any kind is strictly prohibited. City and City's employees, agents, consultants, contractors, and invitees shall additionally comply with all applicable laws and ordinances regarding the use of tobacco in the vicinity of all entrances to the District Parcel.
- 1.12 <u>Licenses</u>. At City's sole cost, City shall obtain all requisite licenses and/or permits before commencing any Work and shall maintain all requisite licenses and/or permits in full force and good standing throughout the Term.
- 1.13 <u>District Approval of Work Plan/Schedule</u>. City shall perform the Work pursuant to the work plan attached hereto as Exhibit B and as may be amended by City, subject to District's sole authority to approve any revisions to the work plan.

- 2. <u>Indemnification</u>. City shall defend, indemnify, and hold District and District's Board, agents, employees, invitees, licensees, members, officers, representatives, trustees, and volunteers ("Additionally Insured Parties") harmless against all liabilities, losses, claims, judgments, suits, or demands for: (1) injuries to or death of persons; and (2) damages to personal or real property brought against or incurred by any of the Additionally Insured Parties arising out of, resulting from, or relating to City's entry onto the District Parcel and performance of the Work, including the City's replacement of the concrete walkway on the District Parcel (collectively, "Claims"). The Additionally Insured Parties' rights to indemnity from City are in addition to and cumulative to any benefits that they may have under any policy of insurance.
- 2.1 Notwithstanding the foregoing, City shall not be obligated to provide indemnification for Claims arising out of or related to: (1) the sole negligence or willful misconduct of the Additionally Insured Parties; or (2) the mere discovery of existing conditions at the District Parcel, including, but not limited, to the presence of hazardous materials.
- 2.2 City's duty to defend the Additionally Insured Parties shall arise at the time notice of a Claim is first provided to City by the Additionally Insured Parties, regardless of whether the claimant has filed suit on the Claim. After tender by District or another Additionally Insured Party, City will defend all Claims which may be brought or threatened against the Additionally Insured Parties and will pay on behalf of the Additionally Insured Parties any expenses incurred by reason of such Claims, including, but not limited to, court costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payments on behalf of the Additionally Insured Parties shall be in addition to all other legal remedies available to the Additionally Insured Parties and shall not be considered the Additionally Insured Parties' exclusive remedy.
- 2.3 The obligations of City under this paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive the termination of this Agreement.
- 3. <u>Accident/Incident Report</u>. City shall submit written accident/incident reports to District within twenty-four (24) hours of any accident or incident that occurs on the District Parcel involving City or City's agents, employees, contractors, or consultants. Accident/injury reports shall be submitted to District's principal at the District Parcel.
- 4. <u>Liens</u>. City will promptly discharge, bond, or otherwise secure against all liens and attachments that are filed in connection with the Work and will indemnify and hold harmless District and the District Parcel from and against all claims, loss, and liability resulting from such liens and attachments.
- 5. <u>Insurance</u>. City represents that City carries and agrees to continue to carry, as of the Effective Date, with insurance companies acceptable to District, the following insurance coverages continuously during the Term of this Agreement. City will require all agents, contractors, subcontractors, and consultants accessing the District Parcel to comply with the provisions of this paragraph.

- 5.1 Commercial General Liability, Bodily Injury and Property Damage:
- 5.1.1 Policy limits of at least the following amounts: Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) general aggregate;
- 5.1.2 Occurrence form policies only (modified occurrence or claims made insurance is not acceptable); and
- 5.1.3 Include bodily injury, broad form property damage, premises/operation, contractual.
- 5.1.3.1 The words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents, or representatives" shall be lined out or such policy shall contain an endorsement attached to the Certificate of Insurance that states that the policy may not be canceled or terminated without at least ten (10) calendar days' prior notice for nonpayment of premiums and not less than thirty (30) calendar days' prior notice for any other reason to District; and
- 5.1.3.2 Such policy shall also contain an endorsement attached to the Certificate of Insurance that states the following: "City's insurance shall be the primary insurance with respect to any claims, losses, or liability arising directly or indirectly from City's operations, and other insurance maintained by District shall be noncontributory with the insurance provided thereunder."
  - 5.2 Automobile Liability, Bodily Injury, Property Damage:
- 5.2.1 Policy limits of at least the following amounts: One Million Dollars (\$1,000,000) each occurrence; and
  - 5.2.2 Any automobile (including owned, nonowned, and hired).
  - 5.3 Workers' Compensation Liability:
- 5.3.1 Employer's liability with policy limits of One Million Dollars (\$1,000,000).
- 5.4 Prior to entering onto the District Parcel to perform the Work or maintenance of the Sidewalk, City and each City party shall evidence that such insurance is in force by furnishing District with a Certificate of Self-Insurance. The Certificate of Self-Insurance shall accompany and become a part of this Agreement.
- 5.5 Any attempt by City to cancel or modify such insurance coverage, or any failure by City to maintain such coverage, shall be a default under this Agreement and, upon such

default, District will have the right to terminate this Agreement and/or exercise any of District's rights at law or at equity.

- 5.6 The amounts and types of insurance set forth above are minimums required by District and shall not substitute for an independent determination by City of the amounts and types of insurance which City shall determine to be reasonably necessary to protect City and the Sidewalk.
- 5.7 In the case of the breach of any of the insurance provisions of this Agreement that are not cured within ten (10) calendar days of written notice to City, District may, at District's option, take out and maintain at the expense of City such insurance in the name of City as is required pursuant to this Agreement and shall have the right to recover the cost of taking out and maintaining such insurance from City.
- 5.8 District maintains the right to modify, delete, alter, or change any of the insurance requirements included in this Agreement upon not less than thirty (30) calendar days' prior written notice.
- 6. <u>Prior Notice to Access District Parcel</u>. City (or City's employees, agents, representatives, contractors, and consultants, as applicable) shall notify District at least twenty-four (24) hours prior to commencement of any Work and shall follow the reasonable check-in procedures of the school located on the District Parcel for any entry onto the District Parcel occurring on school days during teaching hours.
- 7. <u>Termination</u>. District may terminate this Agreement, subject to prior written notice to City and failure by City to dispute, cure, or otherwise remedy within five (5) business days of receipt of notice, upon the occurrence of any of the following events:
  - 7.1 City fails to maintain the Work in accordance with all applicable laws;
  - 7.2 City abandons the Work; or
  - 7.3 City is in breach of this Agreement.

#### 8. Miscellaneous.

8.1 <u>Time of the Essence</u>. Time is of the essence of each provision of this Agreement in which time is an element.

/// /// /// 8.2 <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, by registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

DISTRICT: Mountain View Whisman School District

1400 Montecito Avenue Mountain View, CA 94043 Attn: Rebecca Westover

CITY: City of Mountain View

500 Castro Street

Mountain View, CA 94041

Attn: Dawn Cameron, Public Works Director

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

- 8.3 <u>Amendment</u>. No addition to or modification of the terms of this Agreement shall be valid unless made in a written amendment to this Agreement, which is formally approved and signed by each Party to this Agreement.
- 8.4 <u>Assignment</u>. Neither Party may assign this Agreement in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any law will be void and of no effect.
- 8.5 <u>Waiver</u>. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.
- 8.6 <u>Applicable Law</u>. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall in all respects be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. Venue for any action arising from this Agreement shall be in Santa Clara County, California.
- 8.7 <u>Severability</u>. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance, or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this

Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

- 8.8 <u>Captions, Number, and Gender</u>. The captions appearing at the commencement of the paragraphs, subparagraphs, and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph, or subparagraph at the head of which it appears, the article, paragraph, or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.
- 8.9 <u>Disputes</u>. In the event of a dispute between the Parties relating to any matter set forth in this Agreement, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties.
- 8.10 <u>Counterparts; Electronic Signatures</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. An unsigned draft of this Agreement shall not be considered an offer by either Party. The use of electronic signatures and electronic records shall be of the same legal effect, validity, and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Electronic Signatures in Global and National Commerce Act, any state law based on the Uniform Electronic Signatures Act, and the Uniform Commercial Code.
- 8.11 <u>No Third-Party Beneficiaries</u>. This Agreement is intended solely for the benefit of the Parties hereto, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against any of the Parties hereto, including any real estate brokers.
- 8.12 <u>Mutual Drafting</u>. This Agreement shall be construed as if drafted mutually by the Parties through their respective counsel and, therefore, shall not be construed against either Party.
- 8.13 <u>Force Majeure</u>. Neither Party will be responsible for performance under this Agreement to the extent performance is prevented, hindered, or delayed by epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

///

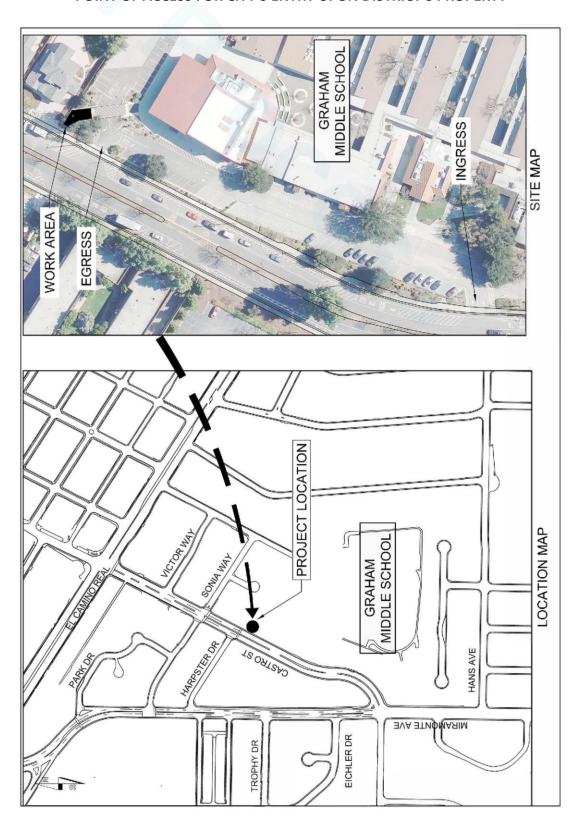
///

///

IN WITNESS HEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"DISTRICT":	"CITY":
MOUNTAIN VIEW WHISMAN SCHOOL	CITY OF MOUNTAIN VIEW,
DISTRICT,	a California charter city and municipal
a California public school district located in the	corporation
County of Santa Clara, California	
	DocuSigned by:
	Kimbra McCarthy
Ву:	Kimbra McCarthy  D5DFCB636B67439
	City Manager
Print Name: Rebecca Westover	
Title: CBI	APPROVED AS TO CONTENT:
	DocuSigned by:
	Dawn S Cameron
	0E8691A0DA4D442
Taxpayer I.D. Number	Public Works Director
	FINANCIAL APPROVAL:
	DocuSigned by:
	4)/2
	Finance and Administrative
	Services Director
	APPROVED AS TO FORM:
	DocuSigned by:
	Mcole C. Wright
	208D3974FBF34A6
	Senior Assistant City Attorney

## EXHIBIT A SITE PLAN SHOWING LOCATION OF THE WORK AND POINT OF ACCESS FOR CITY'S ENTRY UPON DISTRICT'S PROPERTY



### EXHIBIT B SCOPE OF WORK AND SCHEDULE

#### 1. Description of Work.

- a. Demolish select sections of the sidewalk in the work area as shown in Exhibit A.
- b. Install new sidewalk and pavement markings as shown in the work area and depicted in project drawings.

#### 2. Schedule for Completion and All Other Schedule-Related Matters.

a. <u>Duration</u>: Not to exceed thirty (30) days.





NEW Agreementx	Requisition # N/A
Amendment #	P.O. #
Mountain View Whisman School District - Right of onto Graham Middle School.	f Entry Agreement - Temporary construction easement to enter
4/18/2023   12:11 PM PDT	Originator
4/20/2023   4:18 PM PDT	Contract Review - Pre-Review Required Yes
os	RM - 1
4/20/2023   4:24 PM PDT (M)	CAO - Pre-review
	Originator – 1
	RM - 2 Originator - 2
	RM - 3
	Originator - 3
4/20/2023   4:26 PM PDT	Consultant/Contractor
4/20/2023   4.20 FINI FDT	Originator (confirm signer)
	EA-FASD
	Accounting
4/20/2023   4:33 PM PDT	Dept. Head or Applicable PWD
4/20/2023   4:42 PM PDT	FASD
4/21/2023   5:37 AM PDT	CAO
4/21/2023   7:11 AM PDT	CMO (if applicable)
	CCO (Sign if applicable; Document ID #)
	FASD

—ps Hl

#### **Certificate Of Completion**

Envelope Id: 601FDA72DD5544099AAED92CE0ECC272

Subject: Please DocuSign: Rush - MV Whisman School District - Right of Entry Agreement

Source Envelope:

Document Pages: 12 Certificate Pages: 7

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

**Envelope Originator:** 

Hanning Li 500 Castro Street

Mountain View, CA 94041 Hanning.Li@mountainview.gov

IP Address: 38.99.34.33

#### Record Tracking

Status: Original

4/17/2023 2:28:42 PM

Holder: Hanning Li

Hanning.Li@mountainview.gov

Location: DocuSign

#### **Signer Events**

Hanning Li

hanning.li@mountainview.gov

Program Assistant

City of Mountain View - Public Works Department

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2019 8:51:43 AM ID: 5d0a458e-432f-4329-89a7-55342be5990f Company Name: City of Mountain View

**Timothy Willette** 

Timothy.Willette@mountainview.gov

(None)

Signature

Signatures: 4

Initials: 3

Completed

Using IP Address: 38.99.34.33

**Timestamp** 

Sent: 4/18/2023 12:10:59 PM Viewed: 4/18/2023 12:11:46 PM Signed: 4/18/2023 12:11:58 PM

Sent: 4/18/2023 12:12:00 PM

Viewed: 4/20/2023 4:18:01 PM

Signed: 4/20/2023 4:18:55 PM

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.33

**Electronic Record and Signature Disclosure:** 

Accepted: 10/31/2022 4:22:15 PM ID: fed1ab9a-1e82-4a52-9ffc-0073f1db926b Company Name: City of Mountain View

Hanning Li

hanning.li@mountainview.gov

Program Assistant

City of Mountain View - Public Works Department Security Level: Email, Account Authentication

(None)

HL

tw

Signature Adoption: Pre-selected Style Using IP Address: 98.207.13.214

Sent: 4/20/2023 4:18:59 PM Viewed: 4/20/2023 4:19:55 PM Signed: 4/20/2023 4:20:03 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2019 8:51:43 AM ID: 5d0a458e-432f-4329-89a7-55342be5990f

Company Name: City of Mountain View

Nicole C. Wright

nicole.wright@mountainview.gov

Sr. Asst. City Attorney

Security Level: Email, Account Authentication

(None)

MW

Signature Adoption: Pre-selected Style Using IP Address: 70.235.143.23

Sent: 4/20/2023 4:20:05 PM Viewed: 4/20/2023 4:20:32 PM Signed: 4/20/2023 4:24:35 PM

#### **Electronic Record and Signature Disclosure:**

**Signer Events** 

Signature

**Timestamp** 

Company Name: City of Mountain View

ID: 43c266d4-29c0-410c-afa8-806bdaacdf77

Accepted: 4/21/2023 5:36:52 AM

Hanning Li

hanning.li@mountainview.gov

Program Assistant

City of Mountain View - Public Works Department

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 3/25/2019 8:51:43 AM ID: 5d0a458e-432f-4329-89a7-55342be5990f Company Name: City of Mountain View

Dawn S Cameron

Dawn.Cameron@mountainview.gov

**Public Works Director** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 4/21/2023 5:32:22 PM

ID: cc9d234b-319c-4eaf-81dd-ecf2de65dfb9 Company Name: City of Mountain View

Derek Rampone

Derek.Rampone@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 4/20/2023 4:41:48 PM

ID: 4be92c9d-3e80-4324-b0f2-481838bce20d Company Name: City of Mountain View

Nicole C. Wright

nicole.wright@mountainview.gov

Sr. Asst. City Attorney

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 4/21/2023 5:36:52 AM ID: 43c266d4-29c0-410c-afa8-806bdaacdf77

Company Name: City of Mountain View

Kimbra McCarthy

Kimbra.McCarthy@mountainview.gov

City Manager

City of Mountain View

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 4/21/2023 11:46:31 AM ID: afe6ab15-8342-45c1-9e05-699cdc9a7ad9 Company Name: City of Mountain View

Completed

Using IP Address: 98.207.13.214

Dawn S Cameron

0E8691A0DA4D442

Signature Adoption: Pre-selected Style

Using IP Address: 38.99.34.33

Signature Adoption: Drawn on Device Using IP Address: 38.99.34.33

DocuSigned by:

Mcole (. Wright

Signature Adoption: Pre-selected Style Using IP Address: 70.235.143.23

DocuSigned by:

Kimbra McCarthy D5DFCB636B67439...

Signature Adoption: Pre-selected Style Using IP Address: 104.9.124.184

Signed using mobile

Sent: 4/20/2023 4:24:38 PM Viewed: 4/20/2023 4:26:40 PM Signed: 4/20/2023 4:26:45 PM

Sent: 4/20/2023 4:26:48 PM

Viewed: 4/20/2023 4:31:29 PM Signed: 4/20/2023 4:33:46 PM

Sent: 4/20/2023 4:33:49 PM Viewed: 4/20/2023 4:41:48 PM Signed: 4/20/2023 4:42:47 PM

Sent: 4/20/2023 4:42:50 PM Viewed: 4/21/2023 5:36:52 AM Signed: 4/21/2023 5:37:15 AM

Sent: 4/21/2023 5:37:19 AM Viewed: 4/21/2023 7:09:52 AM Signed: 4/21/2023 7:11:02 AM

**Signer Events** 

**Signature** 

**Timestamp** 

Sent: 4/21/2023 7:11:06 AM Viewed: 4/22/2023 2:35:13 PM

Rebecca Westover

rwestover@mvwsd.org

CB

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 4/22/2023 2:35:13 PM

ID: 3babd41a-6c89-4d87-b2ac-91929d9291bf Company Name: City of Mountain View

Merry Monlux

Merry.Monlux@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 4/21/2023 10:29:35 AM

ID: 7f860c32-9295-446a-b3fc-6905339a9d75 Company Name: City of Mountain View

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

CAO EA

CityAttorney@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

CCO

City.Clerk@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

CMO - EA

Hemali.Mikhael@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 7/6/2022 9:46:22 AM

ID: 4601c36d-7fa6-4874-9881-014b08281af0 Company Name: City of Mountain View

Hoa Nguyen

Hoa. Nguyen@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 2/6/2023 2:19:57 PM

ID: 876635be-a350-4329-a9a3-df23e15eb027 Company Name: City of Mountain View Carbon Copy Events Status Timestamp

**Purchasing Secretary** 

purchasing@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

CMO - Copy of executed doc 1 Michal.Schultz@mountainview.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 7/6/2022 9:33:20 AM

ID: 012672af-55de-424e-9386-b3f1a888c341 Company Name: City of Mountain View

Nancy Taylor

ntaylor@ohhlegal.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Envelope Updated	Hashed/Encrypted Security Checked	4/18/2023 12:10:59 PM 4/20/2023 4:26:28 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Mountain View may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact City of Mountain View:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@mountainview.gov

#### To advise City of Mountain View of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@mountainview.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

#### To request paper copies from City of Mountain View

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to esignature@mountainview.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with City of Mountain View

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to esignature@mountainview.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari <sup>TM</sup> 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Mountain View as described above, I consent to receive
  from exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to me by City of Mountain View during the course of my relationship with
  you.