

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SAN CARLOS

This Agreement is entered into this 15th day of December, 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of San Carlos, hereinafter called "City."

* * *

Whereas, it is necessary and desirable that County perform work/services for City of San Carlos for the purpose of providing zoning code enforcement services within the City through the San Mateo County Planning and Building Department ("Planning Department"), as set forth herein; and

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be performed by County

- a. In consideration of the payments set forth in this Agreement and in Exhibit B, County shall provide code enforcement services within the City in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.
- b. The City may request any additional services not set forth in Exhibit A in the field of zoning code enforcement, building code enforcement, building inspections, or related fields within the expertise of the Planning Department to provide, and the Planning Department may provide such services upon negotiation of rates for the additional services. Such additional services shall be reflected as amendments to Exhibit A.

3. Payments

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall City's total fiscal obligation under this Agreement exceed One Million Thirteen Thousand Seven Hundred Ninety-Three Dollars (\$1,013,793). In the event that the City makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 14, 2020, through December 14, 2025.

5. Termination

This Agreement may be terminated by County, by the County's Community Development Director or his/her designee, or by City at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, County Shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and City is to create an independent contractor relationship.

7. Hold Harmless

a. General Hold Harmless

City shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of County under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including City or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from City's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, City's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

8. Assignability and Subcontracting

County shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by County under this Agreement without the prior written consent of City.

9. Insurance

a. General Requirements

City shall advise County of any insurance coverage requirements, and County shall provide evidence of appropriate coverage to City upon request.

b. Workers' Compensation and Employer's Liability Insurance

Each party to this agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

County shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect County and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement, whether such operations be by County, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

10. Retention of Records; Right to Monitor and Audit

(a) Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after City makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

(c) Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior

agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Victoria Mejia/Administrative Services Manager
Address: 455 County Center, 2nd Floor, Redwood City, CA 94063
Telephone: 650/363-1855
Email: vmejia@smcgov.org

In the case of City, to:

Name/Title: Christopher Valley/Building Official
Address: 6000 Elm Street, San Carlos, CA 94070
Telephone: 650/802-4262
Email: cvalley@cityofsancarlos.org

14. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **CITY OF SAN CARLOS**

 _____ Contractor Signature	<i>AS</i> _____ Date	December 15, 2020 _____ Date	Jeff Maltbie _____ Contractor Name (please print)
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APPROVE AS TO FORM: Greg Rubens
Greg Rubens, City Attorney

ATTEST: Crystal Mui
Crystal Mui, City Clerk

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

Description of Services to be performed by County:

In consideration of the payments set forth in Exhibit B, County shall provide City with the following services:

1. **CODE ENFORCEMENT SERVICES**

- a. The County agrees to provide code enforcement services within the corporate limits of the City through the San Mateo County Planning and Building Department ("Planning Department") as set forth in this Agreement ("Services"). The services shall be provided by a full-time (40 hours/week) Senior Code Compliance Officer employed by the County and supervised by the Code Compliance Program Manager and/or the Deputy Director of the Planning Department.

- b. The County shall respond to complaints forwarded by the San Carlos Building Official ("Building Official") regarding violations of the San Carlos Municipal and Zoning Code involving weeds, over-grown shrubbery, blighted vacant homes, and illegal signs.

- c. The County shall inspect the sites that are the subject of the complaints forwarded by the Building Official within seventy-two (72) hours of receiving the complaint unless lawful access cannot be obtained, extenuating circumstances exist, or the Building Official agrees to an alternative timeframe.

- d. If the County determines that no municipal or zoning violation exists, the County will inform the Building Official of the basis of this determination, and where possible, refer the complaining party to other departments, agencies, or services that may be able to provide assistance.

- e. In instances where County investigations confirm the presence of a Municipal or Zoning Code violation, the County shall develop and implement a strategy for abating the violation in coordination with the Building Official.

- f. Except as otherwise specifically set forth in this Agreement, the Services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Planning Department under the County Charter, the statutes of the State of California, and under the City municipal codes.

2. **ADMINISTRATION OF PERSONNEL**

- a. The rendition of the services performed by the Planning Department, the standards of performance, the discipline of personnel, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- b. All City employees who work in conjunction with the Planning Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement.

- c. All County employees who work in conjunction with the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement.

3. **CITY OBLIGATIONS**

- a. The City will provide a work station and computer. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of City, the same shall be supplied by City at its own cost and expense.

Exhibit B

In consideration of the services provided by County described in Exhibit A and subject to the terms of the Agreement, City shall pay Contractor based on the following fee schedule and terms:

1. **CHARGES FOR SERVICES**

a. City shall pay County for Services described in this Agreement as calculated below.

2. **INVOICING/BILLING**

a. On a quarterly basis, the Planning Department shall submit to City an invoice for services rendered during the preceding quarter.

b. Payments and questions regarding invoicing shall be directed to the Planning Department.

3. **PAYMENTS**

a. The County shall charge an hourly rate of \$89.99 for Fiscal Year 2020/21, \$93.59 for Fiscal Year 2021/22, \$97.33 for Fiscal Year 2022/23, \$101.22 for Fiscal Year 2023/24, and \$105.27 for Fiscal Year 2024/25, for all services rendered pursuant to this Agreement. The hourly rate includes County vehicle usage.

b. Charges will not exceed the indicated totals below.

c. City payments shall be due to the County within 30 days of the date of the invoice.

Fiscal Year	Hourly Rate	Maximum Charges
1. FY 2020/21	\$89.99	\$187,180
2. FY 2021/22	\$93.59	\$194,667
3. FY 2022/23	\$97.33	\$202,446
4. FY 2023/24	\$101.22	\$210,538
5. FY 2024/25	\$105.27	\$218,962
Total Contract Value		\$1,013,793