

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
TOWN OF ATHERTON
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the Town of Atherton (“Agency”), together referred to herein as the “Parties.”

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County, PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project; and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency’s contribution is \$105,169; and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B & C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

II. EXHIBITS

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

- Exhibit A – Project Contributions by Agency
- Exhibit B – PlaceWorks - Scope of Work and Fee Proposals
- Exhibit C – Community Planning Collaborative – Scope of Work and Fee Proposal

III. ROLES AND RESPONSIBILITIES

- a. The County will serve as the Fiscal Agent for the Project and will enter into separate agreements with Contractor and Project Manager. The County will review and

process payments and invoices on behalf of the Collaborative Partners to the consultants pursuant to the terms of the relevant consulting agreements.

- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Scope of Work set forth in Exhibit C.
- d. PlaceWorks will serve as Contractor and will carry out the tasks described in the Scope of Work set forth in Exhibit B.

IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
 - 1. The Contractor will submit invoices to the Project Manager on a monthly basis for Project activities. A brief narrative progress report shall be included with each invoice. The Project Manager will review the Contractor's invoices and submit the invoices to the County for payment.
 - 2. The Project Manager will submit the Project Manager's invoices and brief narrative progress reports to the County on a monthly basis for review and payment.
 - 3. The Contractor and Project Manager will provide a quarterly accounting of invoices, charged and remaining funds for each Collaborative Partner to the County and Agency.
- b. The County and Agency each agree they are not entitled to reimbursement of costs incurred while performing obligations as set forth in Section III, Scope of Work Responsibilities.
- c. In the event that the actual costs of completing the scopes of work, as set forth in Exhibits B and C, exceed the budgets set forth in Exhibits B or C, respectively, the Collaborative Partners, including the County and Agency, will confer and agree either to reduce the relevant scope of work and/or to provide additional funding subject to further written mutual agreement of the Parties. The Collaborative Partners agree to use best efforts in such case to reach resolution without causing a Project delay.
- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIV.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU.

This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
- c. It is agreed that County shall defend, save harmless, and indemnify Agency and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of County and/or its officers and employees.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- f. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the

other party or by mailing the same, postage prepaid, addressed as follows:

If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650/363-1861; smonowitz@smcgov.org

If to the Agency:

Town of Atherton
80 Fair Oaks Lane
Atherton, CA 94027
George Rodericks
City Manager
Phone: (650) 752-0504
Email: grodericks@ci.atherton.ca.us

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the County's Community Development Director and Agency's Planning Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon 30 days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the County or the County's Project consultants up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is to be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW


This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

TOWN OF ATHERTON

By: 

Bill Widmer, Mayor

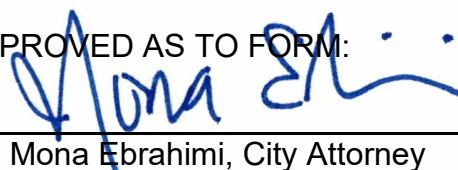
SAN MATEO COUNTY

By: _____
David Pine, President, Board of
Supervisors, County of San Mateo

ATTEST:
By: 

Anthony Super, Town Clerk

ATTEST:
By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:
By: 

Mona Ebrahimi, City Attorney

APPROVED AS TO FORM:
By: _____
Melissa Andrikopoulous, County Attorney

EXHIBIT A
PROJECT CONTRIBUTIONS BY AGENCY

Atherton – TOTAL COST	
SAFETY ELEMENT CONSULTANT PLACEWORKS TEAM CONTRACT	
Base Contract	91,801
Add-On Items	
CEQA Contingency	
General Contingency	4,590
SUBTOTAL	96,391
PROJECT MANAGER COMMUNITY PLANNING COLLABORATIVE THROUGH 21 ELEMENTS	
SUBTOTAL	8,778
TOTAL COST	105,169

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
CITY OF BELMONT
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the City of Belmont (“Agency”), together referred to herein as the "Parties."

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County,

PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project; and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency’s contribution is \$155,113; and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B and C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

II. EXHIBITS

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

- Exhibit A – Project Contributions by Agency
- Exhibit B – PlaceWorks - Scope of Work and Fee Proposals

Exhibit C – Community Planning Collaborative – Scope of Work and Fee Proposal

III. ROLES AND RESPONSIBILITIES

- a. The County will serve as the Fiscal Agent for the Project and will enter into separate agreements with Contractor and Project Manager. The County will review and process payments and invoices on behalf of the Collaborative Partners to the consultants pursuant to the terms of the relevant consulting agreements.
- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Scope of Work set forth in Exhibit C.
- d. PlaceWorks will serve as Contractor and will carry out the tasks described in the Scope of Work set forth in Exhibit B.

IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
 - 1. The Contractor will submit invoices to the Project Manager on a monthly basis for Project activities. A brief narrative progress report shall be included with each invoice. The Project Manager will review the Contractor's invoices and submit the invoices to the County for payment.
 - 2. The Project Manager will submit the Project Manager's invoices and brief narrative progress reports to the County on a monthly basis for review and payment.
 - 3. The Contractor and Project Manager will provide a quarterly accounting of invoices, charged and remaining funds for each Collaborative Partner to the County and Agency.
- b. The County and Agency each agree they are not entitled to reimbursement of costs incurred while performing obligations as set forth in Section III, Roles and Responsibilities.
- c. In the event that the actual costs of completing the scopes of work, as set forth in Exhibits B and C, exceed the budgets set forth in Exhibits B or C, respectively, the Collaborative Partners, including the County and Agency, will confer and agree either to reduce the relevant scope of work and/or to provide additional

funding subject to further written mutual agreement of the Parties. The Collaborative Partners agree to use best efforts in such case to reach resolution without causing a Project delay.

- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIII.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU.

This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
- c. It is agreed that County shall defend, save harmless, and indemnify Agency and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of County and/or its officers and employees, agents and servants.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- f. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650/363-1861; smonowitz@smcgov.org

If to the Agency:

City of Belmont
One Twin Pines Lane
Belmont, CA
Carlos de Melo, Community Development Director
650/595-7440; cdemelo@belmont.gov

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency or any employment relationship between Agency and County, Contractor and Project Manager.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the County's Community Development Director and Agency's Planning Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon 30 days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the County or the County's Project consultants up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

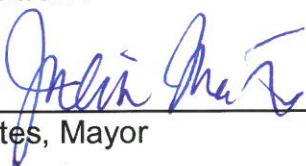
This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

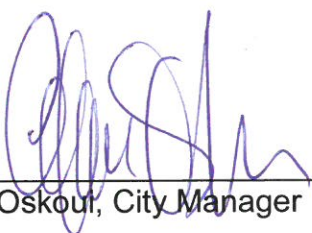
CITY OF BELMONT

By: 
Julia Mates, Mayor

SAN MATEO COUNTY

By: _____
David Pine, President, Board of
Supervisors, County of San Mateo

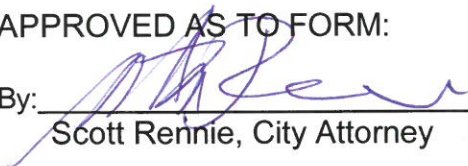
ATTEST:

By: 
Afshin Oskout, City Manager

ATTEST:

By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:

By: 
Scott Rennie, City Attorney

APPROVED AS TO FORM:

By: _____
Melissa Andrikopoulos, Deputy County
Attorney

EXHIBIT A
PROJECT CONTRIBUTIONS BY AGENCY

BELMONT – TOTAL COST	
SAFETY ELEMENT CONSULTANT PLACEWORKS TEAM CONTRACT	
Base Contract	\$118,507
Add-On Items	\$0
CEQA Contingency	\$12,821
General Contingency	\$11,851
SUBTOTAL	\$143,178
PROJECT MANAGER COMMUNITY PLANNING COLLABORATIVE THROUGH 21 ELEMENTS	
SUBTOTAL	\$11,935
TOTAL COST	\$155,113

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
THE CITY OF BRISBANE
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the CITY OF BRISBANE (“Agency”), together referred to herein as the "Parties."

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County, PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services

for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project; and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency’s contribution is \$40,629.00; and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B & C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

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- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Scope of Work set forth in Exhibit C.
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IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
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 2. The Project Manager will submit the Project Manager's invoices and brief narrative progress reports to the County on a monthly basis for review and payment.
 3. The Contractor and Project Manager will provide a quarterly accounting of invoices, charged and remaining funds for each Collaborative Partner to the County and Agency.
- b. The County and Agency each agree they are not entitled to reimbursement of costs incurred while performing obligations as set forth in Section III, Scope of Work Responsibilities.
- c. In the event that the actual costs of completing the scopes of work, as set forth in Exhibits B and C, exceed the budgets set forth in Exhibits B or C, respectively, the Collaborative Partners, including the County and Agency, will confer and agree either to reduce the relevant scope of work and/or to provide additional funding subject to further written mutual agreement of the Parties. The Collaborative Partners agree to use best efforts in such case to reach resolution without causing a Project delay.
- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIV.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU.

This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
- c. It is agreed that County shall defend, save harmless, and indemnify Agency and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of County and/or its officers and employees.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- f. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650-363-1861; smonowitz@smcgov.org

If to the Agency:

City of Brisbane Community Development Department
50 Park Place
Brisbane CA, 94005
John Swiecki, Community Development Director
415-713-9266
jswiecki@brisbaneca.org

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the County's Community Development Director and Agency's Planning Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon 30 days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the County or the County's Project consultants up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

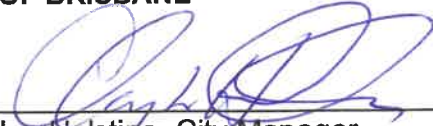
This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

CITY OF BRISBANE

By: 
Clay Holstine, City Manager

SAN MATEO COUNTY

By: _____
David Pine, President, Board of
Supervisors, County of San Mateo

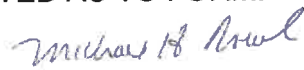
ATTEST:

By: 
Ingrid Padilla, City Clerk

ATTEST:

By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:

By: 
Michael Roush, Legal Counsel

APPROVED AS TO FORM:

By: _____
Melissa Andrikopoulos, County Attorney

EXHIBIT A
PROJECT CONTRIBUTIONS BY AGENCY

CITY OF BRISBANE – TOTAL COST	
SAFETY ELEMENT CONSULTANT PLACEWORKS TEAM CONTRACT	
Base Contract	\$31,476
Add-On Items	\$0
CEQA Contingency	\$0
General Contingency	\$3,148
SUBTOTAL	\$34,623
PROJECT MANAGER COMMUNITY PLANNING COLLABORATIVE THROUGH 21 ELEMENTS	
SUBTOTAL	\$6,006
TOTAL COST	\$40,629

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
CITY OF BURLINGAME
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the City of Burlingame (“Agency”), together referred to herein as the "Parties."

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County,

PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project; and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency’s contribution is \$142,258; and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B and C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

II. EXHIBITS

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

- Exhibit A – Project Contributions by Agency
- Exhibit B – PlaceWorks - Scope of Work and Fee Proposals

Exhibit C – Community Planning Collaborative – Scope of Work and Fee Proposal

III. ROLES AND RESPONSIBILITIES

- a. The County will serve as the Fiscal Agent for the Project and will enter into separate agreements with Contractor and Project Manager. The County will review and process payments and invoices on behalf of the Collaborative Partners to the consultants pursuant to the terms of the relevant consulting agreements.
- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Scope of Work set forth in Exhibit C.
- d. PlaceWorks will serve as Contractor and will carry out the tasks described in the Scope of Work set forth in Exhibit B.

IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
 1. The Contractor will submit invoices to the Project Manager on a monthly basis for Project activities. A brief narrative progress report shall be included with each invoice. The Project Manager will review the Contractor's invoices and submit the invoices to the County for payment.
 2. The Project Manager will submit the Project Manager's invoices and brief narrative progress reports to the County on a monthly basis for review and payment.
 3. The Contractor and Project Manager will provide a quarterly accounting of invoices, charged and remaining funds for each Collaborative Partner to the County and Agency.
- b. The County and Agency each agree they are not entitled to reimbursement of costs incurred while performing obligations as set forth in Section III, Roles and Responsibilities.
- c. In the event that the actual costs of completing the scopes of work, as set forth in Exhibits B and C, exceed the budgets set forth in Exhibits B or C, respectively, the Collaborative Partners, including the County and Agency, will confer and agree either to reduce the relevant scope of work and/or to provide additional

funding subject to further written mutual agreement of the Parties. The Collaborative Partners agree to use best efforts in such case to reach resolution without causing a Project delay.

- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIII.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU.

This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
- c. It is agreed that County shall defend, save harmless, and indemnify Agency and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of County and/or its officers and employees, agents and servants.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- f. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650/363-1861; smowitz@smcgov.org

If to the Agency:

City of Burlingame
501 Primrose Rd
Kevin Gardiner, Community Development Director
(650) 558-7263
jsanfilippo@burlingame.org

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency or any employment relationship between Agency and County, Contractor and Project Manager.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the County's Community Development Director and Agency's Planning Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon 30 days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the County or the County's Project consultants up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

EXHIBIT A
PROJECT CONTRIBUTIONS BY AGENCY

BURLINGAME – TOTAL COST	
SAFETY ELEMENT CONSULTANT	
Placeworks Team	
Base Contract	\$118,475
Additional scope items (public meetings/technical support)	\$0
CEQA Contingency	\$0
General Contingency	\$11,848
<i>Subtotal</i>	\$130,323
PROJECT MANAGER	
Community Planning Collaborative – 21 Elements	
<i>Subtotal</i>	\$11,935
TOTAL COST	\$142,258

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
CITY OF EAST PALO ALTO
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the City of East Palo Alto (“Agency”), together referred to herein as the "Parties."

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County,

PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project; and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency’s contribution is \$156,964; and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B and C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

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- a. The County will serve as the Fiscal Agent for the Project and will enter into separate agreements with Contractor and Project Manager. The County will review and process payments and invoices on behalf of the Collaborative Partners to the consultants pursuant to the terms of the relevant consulting agreements.
- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
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- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
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- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIII.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU.

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VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
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- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
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If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650/363-1861; smowitz@smcgov.org

If to the Agency:

City of East Palo Alto
Melvin E. Gaines, City Manager
2415 University Avenue, East Palo Alto, CA 94303
(650) 853-3150
Mgaines@cityofepa.org

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency or any employment relationship between Agency and County, Contractor and Project Manager.

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Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its

obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

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XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

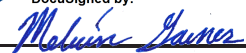
XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

[AGENCY NAME]

SAN MATEO COUNTY

By:  _____
Melvin E. Gaines, City Manager

By: _____
David Pine, President, Board of Supervisors, County of San Mateo

ATTEST:

ATTEST:

By:  _____
James Colin, City Clerk

By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  _____
John D. Le, City Attorney

By: _____
Melissa Andrikopoulos, Deputy County Attorney

EXHIBIT A PROJECT CONTRIBUTIONS BY AGENCY

CITY OF EAST PALO ALTO – TOTAL COST	
SAFETY ELEMENT CONSULTANT PLACEWORKS TEAM CONTRACT	
Base Contract	\$118,475
Add-On Items	\$1,714
CEQA Contingency	\$12,821
General Contingency	\$12,019
SUBTOTAL	\$145,029
PROJECT MANAGER COMMUNITY PLANNING COLLABORATIVE THROUGH 21 ELEMENTS	
SUBTOTAL	\$11,935
TOTAL COST	\$156,964

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
CITY OF HALF MOON BAY
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the City of Half Moon Bay (“Agency”), together referred to herein as the "Parties."

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County,

PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project; and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency’s contribution is \$158,798 and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B and C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

II. EXHIBITS

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

- Exhibit A – Project Contributions by Agency
- Exhibit B – PlaceWorks - Scope of Work and Fee Proposals

Exhibit C – Community Planning Collaborative – Scope of Work and Fee Proposal

III. ROLES AND RESPONSIBILITIES

- a. The County will serve as the Fiscal Agent for the Project and will enter into separate agreements with Contractor and Project Manager. The County will review and process payments and invoices on behalf of the Collaborative Partners to the consultants pursuant to the terms of the relevant consulting agreements.
- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Scope of Work set forth in Exhibit C.
- d. PlaceWorks will serve as Contractor and will carry out the tasks described in the Scope of Work set forth in Exhibit B.

IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
 1. The Contractor will submit invoices to the Project Manager on a monthly basis for Project activities. A brief narrative progress report shall be included with each invoice. The Project Manager will review the Contractor's invoices and submit the invoices to the County for payment.
 2. The Project Manager will submit the Project Manager's invoices and brief narrative progress reports to the County on a monthly basis for review and payment.
 3. The Contractor and Project Manager will provide a quarterly accounting of invoices, charged and remaining funds for each Collaborative Partner to the County and Agency.
- b. The County and Agency each agree they are not entitled to reimbursement of costs incurred while performing obligations as set forth in Section III, Roles and Responsibilities.
- c. In the event that the actual costs of completing the scopes of work, as set forth in Exhibits B and C, exceed the budgets set forth in Exhibits B or C, respectively, the Collaborative Partners, including the County and Agency, will confer and agree either to reduce the relevant scope of work and/or to provide additional

funding subject to further written mutual agreement of the Parties. The Collaborative Partners agree to use best efforts in such case to reach resolution without causing a Project delay.

- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIII.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU.

This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
- c. It is agreed that County shall defend, save harmless, and indemnify Agency and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of County and/or its officers and employees, agents and servants.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- f. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650/363-1861; smowitz@smcgov.org

If to the Agency:

City of Half Moon Bay
501 Main Street, Half Moon Bay 94019
John Doughty
650-726-8252
jdoughty@hmbcity.com

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency or any employment relationship between Agency and County, Contractor and Project Manager.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the County's Community Development Director and Agency's Planning Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon 30 days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the County or the County's Project consultants up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

[AGENCY NAME]

SAN MATEO COUNTY

By: John Dougherty for
Matthew Chidester, City Manager

By: _____
David Pine, President, Board of
Supervisors, County of San Mateo

ATTEST:

ATTEST:

By: Jessica Blair
Jessica Blair, City Clerk

By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Catherine C. Engberg
Catherine Engberg, City Attorney

By: _____
Melissa Andrikopoulos, Deputy County
Attorney

EXHIBIT A
PROJECT CONTRIBUTIONS BY AGENCY

[HALF MOON BAY] – TOTAL COST	
SAFETY ELEMENT CONSULTANT	
Placeworks Team	
Base Contract	\$121,857
Additional scope items (public meetings/technical support)	\$0
CEQA Contingency	\$12,821
General Contingency	\$12,186
<i>Subtotal</i>	\$146,863
PROJECT MANAGER	
Community Planning Collaborative – 21 Elements	
<i>Subtotal</i>	\$11,935
TOTAL COST	\$158,798

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
CITY OF PACIFICA
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the City of Pacifica (“Agency”), together referred to herein as the “Parties.”

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County, PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project, and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency's contribution is \$32,320.00; and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B and C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

II. EXHIBITS

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

- Exhibit A – Project Contributions by Agency
- Exhibit B – PlaceWorks - Scope of Work and Fee Proposals
- Exhibit C – Community Planning Collaborative – Scope of Work and Fee Proposal

III. ROLES AND RESPONSIBILITIES

- a. The County will serve as the Fiscal Agent for the Project and will enter into separate agreements with Contractor and Project Manager. The County will review and process payments and invoices on behalf of the Collaborative Partners to the consultants pursuant to the terms of the relevant consulting agreements.
- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Scope of Work set forth in Exhibit C.
- d. PlaceWorks will serve as Contractor and will carry out the tasks described in the Scope of Work set forth in Exhibit B.

IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
 1. The Contractor will submit invoices to the Project Manager on a monthly basis for Project activities. A brief narrative progress report shall be included with each invoice. The Project Manager will review the Contractor's invoices and submit the invoices to the County for payment.
 2. The Project Manager will submit the Project Manager's invoices and brief narrative progress reports to the County on a monthly basis for review and payment.
 3. The Contractor and Project Manager will provide a quarterly accounting of invoices, charged and remaining funds for each Collaborative Partner to the County and Agency.
- b. The County and Agency each agree they are not entitled to reimbursement of costs incurred while performing obligations as set forth in Section III, Roles and Responsibilities.
- c. In the event that the actual costs of completing the scopes of work, as set forth in Exhibits B and C, exceed the budgets set forth in Exhibits B or C, respectively, the Collaborative Partners, including the County and Agency, will confer and agree either to reduce the relevant scope of work and/or to provide additional funding subject to further written mutual agreement of the Parties. The Collaborative Partners agree to use best efforts in such case to reach resolution without causing a Project delay.
- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIII.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require

an amendment to this MOU.

This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
- c. It is agreed that County shall defend, save harmless, and indemnify Agency and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of County and/or its officers and employees, agents and servants.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- f. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
(650) 363-1861; smonowitz@smcgov.org

If to the Agency:

City of Pacifica, Planning Department
540 Crespi Drive
Pacifica, CA 94044
Christian Murdock, Director of Planning
(650) 738-7341; cmurdock@pacificagov

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency or any employment relationship between Agency and County, Contractor and Project Manager.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the County's Community Development Director and Agency's Planning Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by

a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon 30 days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the County or the County's Project consultants up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

CITY OF PACIFICA

By: 
Kevin Woodhouse, City Manager

SAN MATEO COUNTY

By: _____
David Pine, President, Board of Supervisors, County of San Mateo

APPROVED AS TO FORM:

By: _____
Michelle Marchetta Kenyon, City Attorney

ATTEST:

By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:

By: _____
Melissa Andrikopoulos, Deputy County Attorney

**EXHIBIT A
PROJECT CONTRIBUTIONS BY AGENCY**

CITY OF PACIFICA – TOTAL COST	
SAFETY ELEMENT CONSULTANT PLACEWORKS TEAM CONTRACT	
Base Contract	\$25,061.00
Add-On Items	\$0.00
CEQA Contingency	\$0.00
General Contingency	\$1,253.00
SUBTOTAL	\$26,314.00
PROJECT MANAGER COMMUNITY PLANNING COLLABORATIVE THROUGH 21 ELEMENTS	
SUBTOTAL	\$6,006.00
TOTAL COST	\$32,320.00

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY PLANNING AND BUILDING DEPARTMENT
and
THE CITY OF SAN BRUNO
for the
MULTIJURISDICTIONAL SAFETY ELEMENT PROJECT

This Memorandum of Understanding (“MOU”), effective the 15th day of June, 2023 is entered into by and between the County of San Mateo (“County”) and the City of San Bruno (“Agency”), together referred to herein as the "Parties."

WHEREAS, the County and cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives, including a new initiative to participate in the Multijurisdictional Safety Element Project (“Project”); and

WHEREAS, recent changes to State law require local jurisdictions to review and update the safety elements of their general plans to address climate adaptation and resiliency strategies, fire hazards, flood hazards, and evacuation routes; and

WHEREAS, nine (9) jurisdictions in San Mateo County have formed a Safety Element Collaborative (“Collaborative” and “Collaborative Partners”) to address the legal requirement to update safety elements and to share analysis and resources for greater efficiency for the jurisdictions participating in this collaborative effort; and

WHEREAS, seven (7) jurisdictions will participate in the full project scope of work (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, San Bruno, San Mateo County), and two (2) jurisdictions will only participate in certain tasks (Brisbane, Pacifica); and

WHEREAS, for those agencies participating in the Collaborative’s full scope of work, a legally compliant safety element will be produced; and

WHEREAS, through a competitive RFP process facilitated by San Mateo County,

PlaceWorks (“Contractor”) was identified as the preferred firm to provide consulting services for the Project for tasks such as community engagement, the vulnerability assessment, and drafting updated safety elements; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for the Safety Element Collaborative through the Collaboratives’ initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the Safety Element Collaborative for the duration of the Project; and

WHEREAS, the County will serve as the fiscal agent for the Project; and

WHEREAS, the total cost of the Project is \$1,316,416 and the Agency’s contribution is \$156,964; and

WHEREAS, the County and Agency desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively to implement and fund the Project in accordance with Exhibits A, B and C.

NOW, THEREFORE, BE IT RESOLVED that the County and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the County and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Safety Element Project, (2) the Agency wishes to utilize the Contractor and the Project Manager as the consulting team, and (3) the County will serve as the fiscal agent to facilitate the Project.

II. EXHIBITS

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

- Exhibit A – Project Contributions by Agency
- Exhibit B – PlaceWorks - Scope of Work and Fee Proposals

Exhibit C – Community Planning Collaborative – Scope of Work and Fee Proposal

III. ROLES AND RESPONSIBILITIES

- a. The County will serve as the Fiscal Agent for the Project and will enter into separate agreements with Contractor and Project Manager. The County will review and process payments and invoices on behalf of the Collaborative Partners to the consultants pursuant to the terms of the relevant consulting agreements.
- b. The Agency will provide funding as set forth in Exhibit A for the Project and will participate in obligations identified in the Scope of Work in Exhibit B, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Scope of Work set forth in Exhibit C.
- d. PlaceWorks will serve as Contractor and will carry out the tasks described in the Scope of Work set forth in Exhibit B.

IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the County for the Agency contribution identified in Exhibit A of this MOU. The Agency agrees to pay the County either (1) 100% of its contribution by July 15, 2023, (2) 50% of its contribution by July 15, 2023 and the remaining 50% by September 15, 2023, or (3) 20% of its contribution by July 15, 2023, 60% by September 15, 2023, and the remaining 20% by August 1, 2024. The Agency will notify the County of its payment selection upon execution of this MOU.
 1. The Contractor will submit invoices to the Project Manager on a monthly basis for Project activities. A brief narrative progress report shall be included with each invoice. The Project Manager will review the Contractor's invoices and submit the invoices to the County for payment.
 2. The Project Manager will submit the Project Manager's invoices and brief narrative progress reports to the County on a monthly basis for review and payment.
 3. The Contractor and Project Manager will provide a quarterly accounting of invoices, charged and remaining funds for each Collaborative Partner to the County and Agency.
- b. The County and Agency each agree they are not entitled to reimbursement of costs incurred while performing obligations as set forth in Section III, Roles and Responsibilities.
- c. In the event that the actual costs of completing the scopes of work, as set forth in Exhibits B and C, exceed the budgets set forth in Exhibits B or C, respectively, the Collaborative Partners, including the County and Agency, will confer and agree either to reduce the relevant scope of work and/or to provide additional

funding subject to further written mutual agreement of the Parties. The Collaborative Partners agree to use best efforts in such case to reach resolution without causing a Project delay.

- d. At the conclusion of the Project, the Project Manager will submit a final accounting to each Collaborative Partner with any remaining funds returned to each Collaborative Partner or a final invoice if required.

V. TERM

This MOU shall be effective from June 15, 2023 to June 15, 2026, unless terminated sooner pursuant to Section XIII.

VI. AMENDMENTS

The Agency contact, or designee, is authorized to make minor modifications to the scopes of work in Exhibits B and C, in consultation with the Project Manager and County, to respond to necessary changes as the Project evolves as long as the Project cost does not exceed the total approved cost estimate in Exhibit A. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU.

This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. It is agreed that Agency shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims are the direct result from the acts or omissions of Agency and/or its officers, employees, agents, and servants.
- b. Agency shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Agency's representatives for services provided under this MOU.
- c. It is agreed that County shall defend, save harmless, and indemnify Agency and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of County and/or its officers and employees, agents and servants.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- f. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the County:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650/363-1861; smonowitz@smcgov.org

If to the Agency:

City of San Bruno Community & Economic Development Department
567 El Camino Real
San Bruno, CA 94066
Peter Gilli, Director of Community & Economic Development
650/616-7039

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the County and Agency or any employment relationship between Agency and County, Contractor and Project Manager.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the County's Community Development Director and Agency's Planning Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon 30 days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the County or the County's Project consultants up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render necessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

[AGENCY NAME]

SAN MATEO COUNTY

DocuSigned by:
By: Alex McIntyre 5/24/2023
B0012E785CCB4C4...
Alex McIntyre, Interim City Manager

By: _____
David Pine, President, Board of
Supervisors, County of San Mateo

ATTEST:
DocuSigned by:
By: Lupita Huerta 5/25/2023
B28CD14F91514ED...
Lupita Huerta, City Clerk

ATTEST:
By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:
DocuSigned by:
By: Trisha Ortiz 5/19/2023
B379DD8FE59F44C...
Trisha Ortiz, City Attorney

APPROVED AS TO FORM:
By: _____
Melissa Andrikopoulos, Deputy County
Attorney

EXHIBIT A

PROJECT CONTRIBUTIONS BY AGENCY

City OF SAN BRUNO– TOTAL COST	
SAFETY ELEMENT CONSULTANT	
Placeworks Team	
Base Contract	\$118,475
Additional scope items (public meetings/technical support)	\$1,714
CEQA Contingency	\$12,821
General Contingency	\$12,019
<i>Subtotal</i>	\$145,029
PROJECT MANAGER	
Community Planning Collaborative – 21 Elements	
<i>Subtotal</i>	\$11,935
TOTAL COST	\$156,964

EXHIBIT B

PLACEWORKS SCOPE OF WORK AND FEE PROPOSALS

See Exhibits A AND B to the agreement between the County of San Mateo and PlaceWorks, Inc., incorporated herein by this reference

EXHIBIT C

COMMUNITY PLANNING COLLABORATIVE SCOPE OF WORK AND FEE PROPOSAL

February 11, 2023

Katie Faulkner, Planner III
County of San Mateo
455 County Center
Redwood City, CA 94063

**Subject: Project Management -- San Mateo County Safety Element Collaborative
Multi-Jurisdictional Safety Element**

We are pleased to provide this proposal for continued project management services for the Multi-Jurisdictional Safety Element Collaborative.

For the past year, Community Planning Collaborative (formerly Baird + Driskell Community Planning) has been serving as the convenor, facilitator and project manager of a collaborative of nine agencies working together on efforts related to their Safety Elements. Specifically, Community Planning Collaborative (CPC) has acted the project manager for the Safety Element Collaborative project through the Collaborative's initial formation and the RFP process, ensuring that the voice of each participating agency was heard, and their needs addressed. To date, Community Planning Collaborative acted project manager through their role as lead consultant for the 21 Elements Project. 21 Elements was originally created to assist San Mateo County jurisdictions (20 cities and the county) with required Housing Element updates and has now expanded to assist with other General Plan element updates.

With the selection of PlaceWorks, Inc. to serve as the professional Safety Element consultant, there is still the need to provide oversight and orchestration of this multi-agency effort over the next two years. To support staff from the nine agencies, CPC will convene and facilitate the Steering Committee meetings, meet with PlaceWorks to provide preliminary review and direction of process and product components; review public outreach and engagement materials and other deliverables; monitor and provide updates on budget and deliverable requirements to each agency; coordinate with PlaceWorks for efficient and effective work with all agencies; and prepare documents for staff for their communications to Planning Commissions and elected bodies.

As a Principal, Josh Abrams is authorized to bind CPC to the contents of this submittal and to negotiate contracts on behalf of CPC. We propose to have Cathy Capriola continue to serve as the Project Manager of the Safety Element Collaborative. Please contact me if you have any questions.

Sincerely,

Josh Abrams
Principal

SCOPE OF WORK

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

Multi-Jurisdictional Safety Element

Overall, serve as PROJECT MANAGER for the Multi-Jurisdictional Safety Element project with nine public agencies in San Mateo County.

- Full Scope Participating Agencies: San Mateo County and six San Mateo County cities (Atherton, Belmont, Burlingame, East Palo Alto, Half Moon Bay, and San Bruno)
 - Partial Scope Participating Agencies: Cities of Brisbane and Pacifica; and
1. **Steering Committee** – Coordinate, facilitate and communicate with the agencies individually and together as a Collaborative Steering Committee throughout the project. Lead the Steering Committee and serve as the Committee’s primary point of contact. Ensure meetings of the Collaborative Steering Committee provide opportunities to share information, provide feedback at key points in the process, discuss options and opportunities for community engagement, and review approaches to addressing key hazards of concern. Review meeting materials prepared by PlaceWorks Team before distribution to the Committee members. After each meeting, prepare and distribute a high-level summary of key points, action items, decisions, and next steps.
 2. **Project Management** – Monitor and oversee the overall project per the executed contract with PlaceWorks. Ensure timeline and project deliverables are met in a timely manner and at the quality expectation of the project.
 3. **Reporting & Agency Communication** – Conduct quarterly check-in meetings with each participating agency and ensure concerns, ideas or issues are reviewed and resolved with the PlaceWorks Team. Prepare quarterly project progress reports regarding status of the project, overall progress on budget, and update on individual agency costs to date.
 4. **Invoice Review & Budget Monitoring** – Review submitted invoices by PlaceWorks; monitor and track invoices and submitted charges against the overall approved budget for the project as a whole and for each individual agency. Communicate with County as fiscal agent on monthly invoices and provide updates to the Steering Committee as a whole and individual agencies as needed.
 5. **Coordination with Lead Safety Element Consultant (PlaceWorks)** – Coordinate on a regular basis with PlaceWorks on project process, deliverables, and community outreach. Provide guidance and conduct necessary outreach to individual agencies or the Steering Committee as a whole.
 6. **Work Product Review** – Review all public engagement tools and products in a comprehensive manner. Review technical work products (such as vulnerability analysis and individual safety elements) at a higher level focused on clarity and broad objectives with the detailed review to be completed by the individual agencies based on their specific knowledge and expertise).
 7. **Adoption Staff Reports** – Prepare staff reports and enacting resolutions at the completion of the project for adoption of the completed Safety Elements by each jurisdiction.

8. **Participate in Key Community Outreach Activities** – Participate in occasional community outreach activities, such as the community workshops, to monitor outcomes and to understand the key community issues within the Safety Element processes.
9. **Respond to Requests from Participating Agencies** -- Provide easy and direct access for Jurisdictions to ask questions, distribute information, query other jurisdictions, obtain updated information on State laws and particular items of importance, etc.

FEE PROPOSAL

Contractor shall submit monthly invoices for services rendered during the prior month to planning_fiscal@smcgov.org, identifying the Agreement Number, specific work completed, the contract do-not-exceed amount, and the amount remaining unspent under this Agreement. The invoice shall be based on the following fee schedule and terms as set forth in the table below which identify the overall budget, distribution of total hours by task, and the amount to be billed to the County by fiscal year. Modifications to the estimated annual billing amounts may be made separately, without amendment to this Agreement, through consultation between the Director of Community Development or designee, and Contractor followed by written authorization from the Director of Community Development or designee. County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice.

In no event shall total payment for services under this Agreement exceed ninety two thousand four hundred dollars (\$92,400) without a written amendment signed by both parties.

The hourly rate for this project is \$200 per hour.

Estimated Annual Billing Amounts: The project spans three fiscal years and is roughly expected to be executed within these parameters:

FY 22/23 – 20% equal to \$18,480

FY 23/24 – 60% equal to \$55,440

FY 24/25 – 20% equal to \$18,480

	Hours	Costs
Steering Committee Coordination	54	\$10,800
Coordination Meetings with Fiscal Agent	36	\$7,200
Coordination Meetings with Safety Element Consultant Team	78	\$15,600
Quarterly 1x1 Outreach to Participating Agencies & Quarterly Reports on Progress, Timeline and Budget Updates by Project and via Individual Agencies	136	\$27,200
Monthly Invoice Review	48	\$9,600
Review of Work Products & Community Engagement	60	\$12,000
Preparation of Final Staff Report and Resolutions	10	\$2,000
Sub-Total	422	\$84,400
Contingency	40	\$8,000
TOTAL	462	\$92,400

COST SHARING

Below is a chart outlining the cost sharing based on scope of each agency (full scope with full public engagement; full scope with limited engagement; and partial scope with no public engagement and technical aspects only.)

AGENCY	ESTIMATED COSTS
San Mateo County	\$11,935
Atherton	\$8,778
Belmont	\$11,935
Brisbane	\$6,006
Burlingame	\$11,935
East Palo Alto	\$11,935
Half Moon Bay	\$11,935
Pacifica	\$6,006
San Bruno	\$11,935
TOTAL	\$92,400