

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

This Agreement is entered into this 26th day of March 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Redwood City, a California charter city and municipal corporation, hereinafter called "City."

* * *

Whereas, it is necessary and desirable that County perform work/services for the City to provide Community Emergency Response Team (CERT) services including but not limited to emergency response readiness, planning, training, education, resources, and capabilities in an effort to minimize loss of life, loss of property, and other harm to City and its residents in the event of a disaster.

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

1. Exhibits and Attachments

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

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

2. Services to be Performed by County

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for City in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall City's total fiscal obligation under this Agreement exceed **One Hundred Seventy-Two Thousand Seven Hundred Ninety-Four Dollars and Zero Cents (\$172,794)**, representing fifty percent (50%) of the cost to the San Mateo County Sheriff's Office of the Emergency Services CERT District Coordinator position as set forth in Exhibit B. If City makes any advance payments, County agrees to refund any amounts more than the amount owed by the City at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **April 1, 2019**, through **June 30, 2021**.

5. Termination

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

payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. Relationship of Parties

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

7. Mutual Hold Harmless

- (a) City shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from all claims for injuries to persons and/or damage to property which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of City, its officers, agents and/or employees.
- (b) County shall defend, hold harmless and indemnify City, its officers, agents and/or employees from all claims for injuries to persons and/or damage to property, which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County, its officers, agents, and/or employees.
- (c) In the event of the concurrent negligence of City, its officers, agents and/or employees, and County, its officers, agents and/or employees, then the liability for all claims for injuries or damages which arise out of the terms and conditions of this Agreement shall be apportioned under California's Theory of Comparative negligence as presently established or may be hereafter modified.

8. Attorney's Fees and Limit on Damages

- (a) Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$2000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$2000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$2000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement or the Services. This mutual waiver applies to any cause of action including but not limited to negligence, strict liability, breach of contract, and breach of warranty.

9. Assignability and Subcontracting

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

10. Insurance

a. Workers' Compensation and Employer's Liability Insurance

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

b. Liability Insurance

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

11. Retention of Records; Right to Monitor and Audit

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

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

12. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

13. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its

choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court.

14. Notices

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

In the case of County, to:

Name/Title: Kevin Rose, Supervising District Coordinator
Address: San Mateo County Sheriff's Office
555 County Center
Redwood City, CA 94063
Telephone: (650) 599-1294
Email: kröse@smcgov.org

In the case of City, to:

Name/Title: Dave Pucci, Deputy Fire Chief
Address: Redwood City and San Carlos Fire Departments
755 Marshall Street
Telephone: (650) 780-7452
Email: dpucci@redwoodcity.org

15. Electronic Signature

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

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For City:

City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Pamela Aguilar, City Clerk

For County:

County Signature

Date

County Name (print)

Exhibit A

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

1. Description of Services to be Performed by County

County shall, among other things, hire and retain an Emergency Services CERT District Coordinator, whose responsibilities shall be, *inter alia*:

- Provide CERT services to the City.
- Provide CERT training:
 - Initial Classes on a regular basis
 - Ongoing training to refresh and advance skills of CERT members
- Coordinate with the City's Fire Department to encourage interaction between CERT and fire personnel.
- Develop and participate in regional CERT exercises.
- Develop volunteer leadership within the CERT groups.
- Coordinate and support the upkeep and maintenance of the CERT trailers, equipment, and other resources.
- Interact with Neighborhood Associations to support neighborhood resiliency.
- Assist in implementation of policies and programs of the Sheriff's Office of Emergency Services, pursuant to the terms and provisions of the governing joint powers agreement.
- Develop, review and update detailed CERT standard operating procedures, checklists and resource documents.
- Compile data and prepare CERT program papers and progress reports for the City.
- Speak to civic groups, clubs and organizations to promote CERT programs encouraging public understanding and support.
- Establish and maintain cooperative work relationships with other office staff, partners, and collaborators on CERT projects and training programs.
- Provide quarterly reports to the City on CERT participation and activity.

Exhibit B

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

1. Amount and Method of Payment

A. City will make one (1) annual payment to the Sheriff's Office per the fee schedule below.

Period	Amount	Term
Year 1	\$18,366	April 1, 2019 – June 30, 2019
Year 2	\$75,930	July 1, 2019 – June 30, 2020
Year 3	\$78,498	July 1, 2020 – June 30, 2021

B. Upon full execution of the Agreement, Sheriff's Office Fiscal Bureau will submit one (1) invoice annually to City for payment. Invoice will be either mailed or emailed, depending on City's preference, to the following:

Name/Title: Dave Pucci, Deputy Fire Chief
Address: Redwood City and San Carlos Fire Departments
755 Marshall Street
Telephone: (650) 780-7452
Email: dpucci@redwoodcity.org

C. Payment and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Bureau at (650) 599-1728 or be mailed to:

San Mateo County Sheriff's Office
Attn. Fiscal Bureau
400 County Center, 3rd Floor
Redwood City, CA 94063

D. In any event, the total payment by City for services of County shall not exceed **\$172,794**.