

Agreement No.

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

This Agreement is entered into this 16th day of September, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of San Carlos, hereinafter called "Entity."

* * *

Whereas, it is necessary and desirable that County perform work/services for City of San Carlos for the purpose of providing emergency coordinator services.

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

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 Entity in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. 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, Entity shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall Entity's total fiscal obligation under this Agreement exceed **Two Hundred Thirteen Thousand Ninety-Seven Dollars and Zero Cents (\$213,097.00)**. In the event that the Entity makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the Entity at the time of contract termination or expiration.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 01, 2018, through June 30, 2020.**

4. Termination

This Agreement may be terminated by County, by the County's or his/her designee, or by Entity 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.

5. 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 Entity is to create an independent contractor relationship.

6. Hold Harmless

a. General Hold Harmless

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

- (A) injuries to or death of any person, including Entity or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Entity's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Entity's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Entity to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Entity hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses or provides to County in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Entity warrants that the information and materials it provides to County under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Entity shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the information and materials provided to County under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Entity's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Entity promptly in writing of any notice of any such third-party claim; (b) County cooperates with Entity, at Entity's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Entity retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Entity shall not have the right to settle any criminal action, suit, or

proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Entity's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes Entity's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Entity shall, at Entity's option and expense, either: (i) procure for Entity the right to continue using the information and materials without infringement or (ii) replace or modify the information and materials so that they become non-infringing but remain functionally equivalent.

The duty of Entity to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Assignability and Subcontracting

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

8. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

9. 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 Entity makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

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

10. 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.

11. Controlling Law; Venue

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

12. Notices

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

In the case of County, to:

Name/Title: Veronica Ruiz
Address: 400 County Center
3rd floor
Redwood City, CA 94063
Telephone: 650-363-7819
Facsimile:
Email: vruiz@smcgov.org

In the case of Entity, to:

Name/Title: Rebecca Mendenhall
Address: 600 Elm Street, San Carlos, CA 94070

Telephone:
Facsimile:
Email: rmendenhall@cityofsancarlos.org

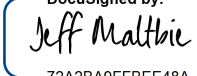

13. Electronic Signature

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

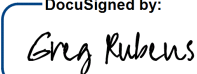
* * *

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

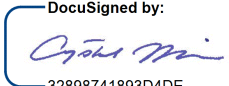
CITY OF SAN CARLOS

DocuSigned by:  <small>72A2BA9FFBEE48A...</small>		10/3/2019 11:12 AM PDT	Jeff Maltbie, City Manager
Entity Signature	Administrative Services Director's Initials	Date	Entity Name (please print)

APPROVED AS TO FORM

DocuSigned by:  <small>BB77CFD43EC540C</small>
Gregory J. Rubens, City Attorney

ATTEST:

DocuSigned by:  <small>32898741893D4DE...</small>
By: Crystal Mui, City Clerk

COUNTY OF SAN MATEO

By:
 President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
 Clerk of Said Board

Budget - 30532

Exhibit A - Services

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

Description of Services to be performed by County:

1. BACKGROUND.

An OES District Coordinator position was developed to meet the needs of San Carlos residents. The San Mateo County Sheriff's Office developed the position, in corroboration with the City of San Carlos as a complement to the contract services for law enforcement provided by the Sheriff's Office. Due to greater demands upon municipalities with regard to emergency management needs in preparedness, planning, mitigation and potential response, the position has increased from part-time equivalent to a full-time equivalent, or FTE.

2. SCOPE.

- A. The Sheriff's Office will provide the City with an OES District Coordinator that will perform the services described herein:
- 1.) Work with City staff to develop and/or update emergency communications lists.
 - 2.) Training City staff and volunteers in emergency management and communication systems including, but not limited to:
 - a.) Providing Incident Command System 100/700 training at the Emergency Operations Center (EOC) as needed;
 - b.) WebEOC incident management training as needed for various EOC positions;
 - c.) Emergency Operations Center training;
 - d) Steady state maintenance and continued development of the Emergency Operations Center including supplies, equipment, etc. as well as activation of the EOC during emergencies;
 - 3.) Providing emergency preparedness training exercises, including:
 - a.) Mock Emergency Operations Center activations and Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercises.
 - 4.) Continue collaboration with the City on its Local Hazard Mitigation Plan, Program and Mitigation Projects.
 - 5.) Work with the City to update the Emergency Operations Plan (EOP) and all other pertinent disaster plans.
 - 6.) Work with City on public outreach and community education in disaster preparedness, planning and mitigation to include events, workshops, town halls, exercises, presentations and other activities with San Carlos residents.

7.) Work with City to refurbish and maintain the City's Emergency Operations Center (EOC).

B. The OES District Coordinator will also develop relationships and network with City staff, the community, and emergency managers throughout the County, Cities and Special Districts among other stakeholders.

C. The Sheriff's Office point of contact regarding this agreement:

Kevin Rose
Manager
Office of Emergency Services
650-599-1294
krose@smcgov.org

Exhibit B – Payments and Rates

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

1. **Amount and Method of Payment**

- a. City will make one (1) payment to the Sheriff's Office in the amount of \$213,097 upon execution of this contract and receipt of an invoice from the Sheriff's Office.
- b. Sheriff's Fiscal Services Bureau will submit invoice to City for payment. Invoice will be either mailed or emailed, depending on City's preference, to the following:

Rebecca Mendenhall
Administrative Services Director
City of San Carlos
600 Elm Street
San Carlos, CA 94070
Email: RMendenhall@cityofsancarlos.org

- c. Payment and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Bureau:

San Mateo County Sheriff's Office
ATTN: Fiscal Services Bureau
400 County Center, 3rd Floor
Redwood City, CA 94063

Certificate Of Completion

Envelope Id: 2CE2FA2D96C941CE9029EF0DD19F8A1F	Status: Delivered
Subject: DocuSign - San Carlos District Coordinator Agreement	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Veronica Ruiz
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 County Ctr
	Redwood City, CA 94063-1662
	vruiz@smcgov.org
	IP Address: 104.129.198.74

Record Tracking

Status: Original 10/1/2019 2:37:35 PM	Holder: Veronica Ruiz vruiz@smcgov.org	Location: DocuSign
--	---	--------------------

Signer Events

Rebecca Mendenhall
rmendenhall@cityofsancarlos.org
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 64.60.242.210

Timestamp

Sent: 10/1/2019 2:48:33 PM
Viewed: 10/1/2019 2:49:31 PM
Signed: 10/1/2019 2:50:04 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Greg Rubens
grubens@cityofsancarlos.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

BB77CFD43EC540C...

Signature Adoption: Pre-selected Style
Using IP Address: 173.13.162.217

Sent: 10/1/2019 2:50:05 PM
Viewed: 10/2/2019 9:31:30 AM
Signed: 10/2/2019 9:34:34 AM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2019 9:31:30 AM
ID: 49ec1e98-6492-4966-9d80-5e7422c47d36

Jeff Maltbie
jmaltbie@cityofsancarlos.org
Jeff Maltbie
Security Level: Email, Account Authentication (None)

DocuSigned by:

72A2BA9FFBEE48A...

Signature Adoption: Pre-selected Style
Using IP Address: 64.60.242.210

Sent: 10/2/2019 9:34:35 AM
Viewed: 10/3/2019 11:12:34 AM
Signed: 10/3/2019 11:12:43 AM

Electronic Record and Signature Disclosure:

Accepted: 9/25/2019 2:49:27 PM
ID: 6eaf95c1-0f32-43bc-891f-a59a5806012e

Crystal Mui
cmui@cityofsancarlos.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

32898741893D4DE...

Signature Adoption: Uploaded Signature Image
Using IP Address: 64.60.242.210

Sent: 10/3/2019 11:12:44 AM
Viewed: 10/3/2019 11:29:21 AM
Signed: 10/3/2019 11:29:31 AM

Electronic Record and Signature Disclosure:

Accepted: 10/3/2019 11:29:21 AM
ID: b4585a3c-f152-439b-b697-57399ec33c2a

Signer Events	Signature	Timestamp
Pam Deal padeal@smcgov.org Finance Director Security Level: Email, Account Authentication (None)		Sent: 10/3/2019 11:29:33 AM Viewed: 10/3/2019 11:50:46 AM
Electronic Record and Signature Disclosure:		
Accepted: 10/3/2019 11:50:46 AM		
ID: cda361ea-f3d9-422c-a4cb-58bb5f6513f9		

In Person Signer Events	Signature	Timestamp
--------------------------------	------------------	------------------

Editor Delivery Events	Status	Timestamp
-------------------------------	---------------	------------------

Agent Delivery Events	Status	Timestamp
------------------------------	---------------	------------------

Intermediary Delivery Events	Status	Timestamp
-------------------------------------	---------------	------------------

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	10/3/2019 11:29:33 AM
Certified Delivered	Security Checked	10/3/2019 11:50:46 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carasoft OBO County of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carasoft OBO County of San Mateo:

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

To contact us by email send messages to: kevanderson@pacbell.net

To advise Carasoft OBO County of San Mateo of your new e-mail address

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

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

To request paper copies from Carasoft OBO County of San Mateo

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

To withdraw your consent with Carasoft OBO County of San Mateo

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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

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

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