

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

THIS AGREEMENT, entered into this 19TH day of JUNE, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **CITY OF REDWOOD CITY**, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, pursuant to Government Code, Section 23210.1, County Service Area No. 8 was created on November 21, 1972 to provide for fire protection and garbage service in certain unincorporated areas of the County.

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Fire Protection and Emergency Response services for the Fire Protection Sub-Zone located in San Mateo County Service Area No. 8. This geographic area is specified in Exhibit "A", section (a) and in Exhibit "C" "Map of Fire Protection Sub-Zone of San Mateo County Service Area No. 8".

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Map of Fire Protection Sub-Zone of San Mateo County Service Area No. 8

Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed 32% of the total property tax revenues received for County Service Area No. 8 Fire Protection Sub-Zone for each fiscal year.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007 through June 30, 2022.

This Agreement may be terminated by Contractor or County at any time without a requirement of good cause upon one hundred and eighty (180) days written notice to the other party.

5. Effect of Dissolution of County Service Area No. 8

In the event that San Mateo County Service Area No.8 is dissolved, the Term of this Agreement shall end on the date such dissolution is effective.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

The County shall indemnify and hold harmless the City, its officers, employees, and agents, from any and all claims, actions or liability for injuries to persons, including loss of life, and/or damage to property, including the loss of use thereof, which arise out of the County's performance, or failure to perform, under this Agreement, and which result from the negligent or intentional acts or omissions of the County, its officers, employees, or agents.

The City shall indemnify and hold harmless the County, its officers, employees, and agents, from any and all claims, actions or liability for injuries to persons, including loss of life, and/or damage to property, including the loss of use thereof, which arise out of the City's performance, or failure to perform, under this Agreement, and which result from the negligent or intentional acts or omissions of the City, its officers, employees, or agents.

In the event of concurrent negligence of the County, its officers and/or employees and the City, its officers and/or employees, the liability for any and all claims or actions for injuries or damages to persons and/or property which arise under this Agreement shall be apportioned under the California theory of comparative negligence as presently established.

8. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

9. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who is providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided such filing relates to services provided hereunder.

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

11. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

12. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

13. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

14. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Director of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

In the case of Contractor, to:

City of Redwood City
Fire Chief
Fire Department
755 Marshall Street
Redwood City, CA 94063

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: Rose Jacobs Gibson
Rose Jacobs Gibson, President
Board of Supervisors
San Mateo County

Date: 6/19/07

ATTEST:

By: Janette
Clerk of Said Board

Certificate of Delivery
(Government Code Section 25103)
I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.
Marie G. Peterson
Deputy Clerk of the Board of Supervisors

CITY OF REDWOOD CITY

Bred Bell for Ed Everett
Contractor's Signature

Date: 06/29/07

Patricia Howe, Deputy City Clerk
By: Patricia Howe, City Clerk
Patricia Howe, City Clerk

Exhibit A-1 Original Contract --Services

Exhibit "A"--Services

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

1. Definitions.

- (a) **Fire Protection Sub-Zone.** "Fire Protection Sub-Zone" means all that territory (parcels and streets) in the area bounded by Bay Road, Woodside Road (State Route No. 84) and the Southern Pacific Company Right-of-Way commonly known at the Dumbarton Branch or Dumbarton Spur, and not within either the corporate limits of the City of Redwood City ("City") or the district boundary of the Menlo Park Fire Protection District. The Fire Protection Sub-Zone is shown on Exhibit "C", attached hereto and made a part hereof by reference.
- (b) **Fiscal Year.** "Fiscal Year" means the twelve-month period commencing on July 1 of any year and ending on June 30 of the following year.
- (c) **Response Time.**
1. City shall strive to meet the emergency response time standards that are included in the County's agreement for the County wide Advanced Life Support First Response and Emergency Ambulance Services (ALS/EMS). At the time this agreement was written, the County's contract service provider of ALS/EMS services is American Medical Response West, and currently the contract times are set forth below. Late response fees imposed by the San Mateo County Pre-Hospital Care Joint Powers Authority shall be the responsibility of the contractor. These late response fees are addressed in Section V(C)(on page 5) of this "Pre-Hospital Emergency Services Agreement", dated December 18, 1997.

Priority	Area	Paramedic First Responder	Emergency Ambulance
1	Urban/Suburban	06:59 minutes	12:59 minutes
3	Urban/Suburban	14:59 minutes	22:59 minutes

2. It is understood that the County ALS/EMS Contract provider and the ALS/EMS response time may change over the term of this agreement. If and when they do change, County shall advise City of the changes, and the response times in successor ALS/EMS agreement are incorporated by reference into this agreement.
3. In the event City is unable to or does not meet the response times, both parties shall meet and confer to address the situation and may amend this agreement as necessary.

2. Scope of Services Provided.

In consideration of the payments by the County to the City as herein provided, the City agrees to furnish fire protection services within the Fire Protection Sub-Zone subject, as follows:

- (a) Emergency and non-emergency fire fighting services,
- (b) Additional service including, but not limited to, emergency medical response services, as the Chief of the Fire Department of the City deems necessary, practicable, and available.
- (c) Said fire protection service will include fire prevention related building services, such as plan checking, new construction inspection, building and occupancy inspections, fire permits and emergency planning; and enforcement of Fire Code provisions adopted by the City as the Chief of the Fire Department of the City deems necessary or practicable. County personnel will cooperate with the City in such inspection services, and in such other matters in furtherance of the purposes of this Agreement as may be agreed upon.
- (d) Neither the fire protection rights of the City nor the fire protection rights of the Fire Protection Sub-Zone shall be superior to the other and in the event of simultaneous needs in the City and in the Fire Protection Sub-Zone, the City will employ every means available to the City, including, but not limited to, mutual aid agreements and protocols available to the City, to ensure that said simultaneous needs are met equally.

3. Services Not Provided.

- (a) Said-fire protection service will not include, nor will the City be responsible for furnishing, police protection service necessary in connection with said fire protection service, and the County agrees to assume the responsibility for furnishing such police protection service by informing and requesting the Sheriff's Office of the County to furnish police protection service at fires and any other emergencies within the territory of the Fire Protection Sub-Zone where necessary.
- (b) The City shall be under no obligation to provide water mains or fire hydrants within the territory of the Fire Protection Sub-Zone except where the City is the potable water purveyor.
- (c) The City shall assume no responsibility for the adequacy of water service or supply within the territory of the Fire Protection Sub-Zone for fire protection services except where the City is the potable water purveyor.

4. Services Provided that are not Compensated by County Payments.

The City has authority to charge all applicable fees in the Fire Protection Sub-Zone for fire prevention related services such as plan checking, new construction inspection, building and occupancy inspections, fire permits and emergency planning at the same rates as those charged within the City for the same services. Such fees shall be charged to and paid by those receiving such fire prevention related services.

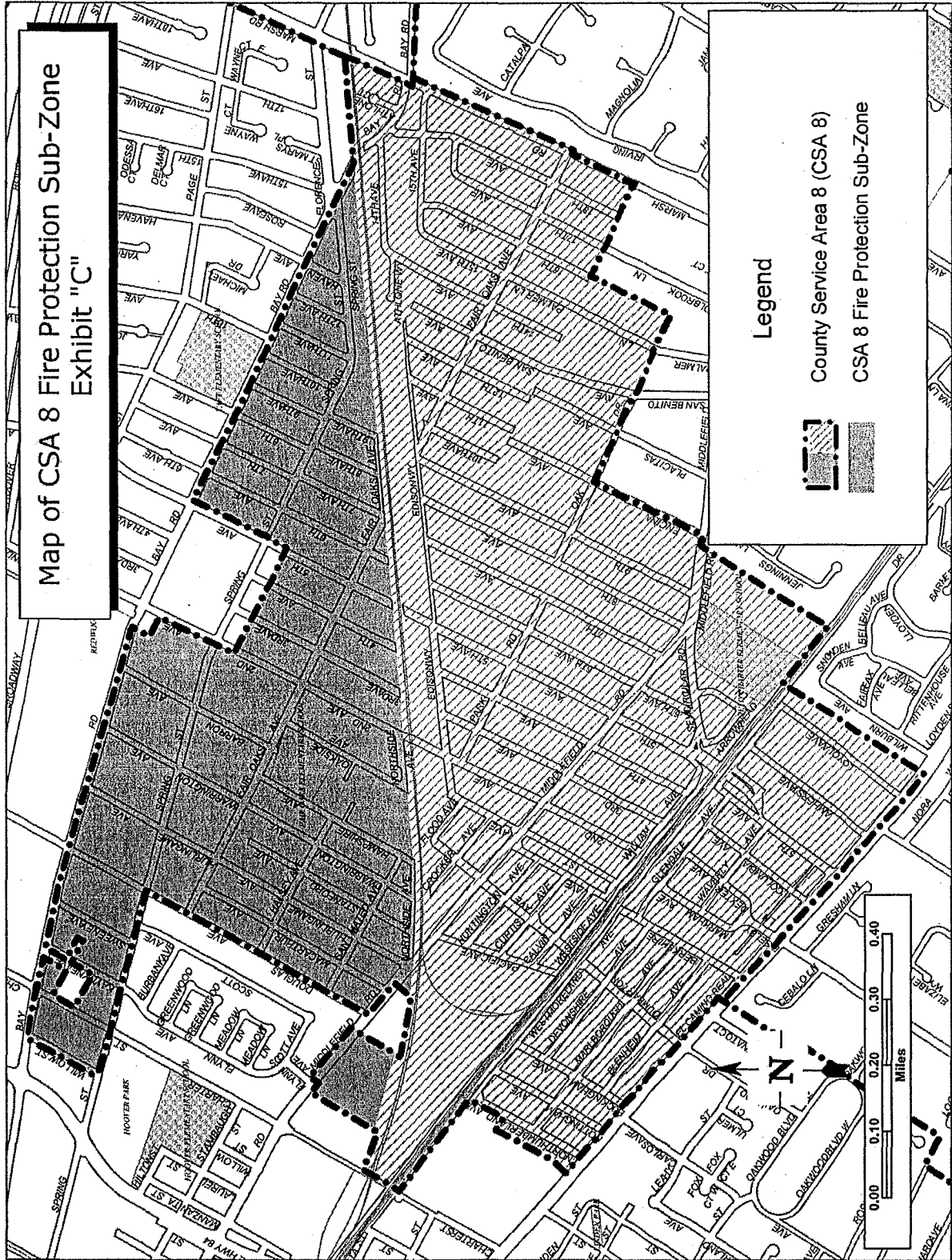
5. Location of the Redwood City Fire Station.

The City shall operate and maintain a fire station throughout the Term of this Agreement at the location of the present Redwood City Fire Station on Second Avenue and Broadway Avenue. In the event the City decides to re-locate the fire station the City and County will meet and reach mutual agreement to amend this section of this agreement.

Exhibit B- Original Contract Payments and Rates

Exhibit "B"—Payments and Rates

- 1) For each year of this Agreement (i.e., each fiscal year, which is July 1 through June 30 next following) the County agrees to reimburse the Contractor 32% of total amount of property tax collected for CSA 8 Fire Protection Sub Zone (the "Total Tax") during that fiscal year. For 2007/08 this total amount is projected to be \$713,377. Therefore, \$228,281 would be the projected reimbursement to the City by the County for these fire protection services for 2007/08.
- 2) By July 31st of each year, the County will notify the City of the projected Total Tax for the current fiscal year, and the actual Total Tax for the immediate prior fiscal year. The projected Total Tax is currently identified in the County's annual budget system (called "IFAS or Intergovernmental Finance Accounting System") as the line item summary "Object Number 1000" ("Taxes"). The total taxes figure projected in the 2007/08 FY budget for Object Number 1000 is currently shown under column titled "Total CLB 2007/08" (CLB=Current Level Budget).
- 3) At the end of each quarter, the City shall invoice the County in an amount equal to 8% of the projected Total Tax, and the County shall pay such an amount to the City within thirty (30) days of receipt of the City's invoice. The City's invoice shall be sent to the County address stated in section 14 of this agreement. Each of the first three quarterly invoices for each fiscal year shall be equal to 8% of the projected Total Tax for that fiscal year. The Fourth Quarter invoice and payment by the County is to be calculated using the actual Total Tax and shall reflect any adjustments in the total annual invoice and payment (i.e., 32% of the actual Total Tax) required as a result of the actual Total Tax being different than the projected Total Tax.



Map of CSA 8 Fire Protection Sub-Zone
Exhibit "C"

Legend

County Service Area 8 (CSA 8)

CSA 8 Fire Protection Sub-Zone

Attachment I- Original Contract

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

GERRY KOHLMANN
Name of 504 Person - Type or Print

CITY OF REDWOOD CITY
Name of Contractor(s) - Type or Print

1017 MIDDLEFIELD RD
Street Address or P.O. Box

REDWOOD CITY, CA 94063
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Bob Bull for Ed Everett
Signature

Acting City Manager
Title of Authorized Official

04/29/07
Date

Anna [Signature], Deputy City Clerk
Attest:
Patricia [Signature], City Clerk

*Exception: DHHS regulations state that:

“If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.”