

**FUNDING AGREEMENT  
BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
COUNTY OF SAN MATEO  
FOR  
SMART CORRIDOR FIBER CONNECTION TO COUNTY OF SAN MATEO**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a Joint Powers Agency within the County of San Mateo, hereinafter called “C/CAG,” and the COUNTY OF SAN MATEO, a public agency, hereinafter called “COUNTY” (each a “Party” and collectively the “Parties”).

WITNESSETH

**WHEREAS**, C/CAG, on behalf of its member agencies, agrees to provide the COUNTY with funding for the connection of the San Mateo County Smart Corridor Fiber Optic system to the County of San Mateo including extension and integration to the Regional Operations Center (ROC) (PROJECT); and

**WHEREAS**, the PROJECT will enable the COUNTY access to view live streaming videos from 263 Closed Circuit Television (CCTV) cameras deployed through the County as part of the San Mateo County Smart Corridor Project; and

**WHEREAS**, the Parties have agreed that the COUNTY will obtain a qualified contractor to provide services as described in Exhibit A, and that C/CAG will provide a cost-share of \$190,657 of the total project cost of \$263,826. The remaining share of \$73,169 will be funded by the COUNTY.

**NOW, THEREFORE, IT IS HEREBY AGREED** by the Parties hereto, as follows:

1. SCOPE OF SERVICES

The COUNTY shall serve as the lead agency for the PROJECT as described in Exhibit A.

2. TIME OF PERFORMANCE

This Agreement is effective as of \_\_\_\_\_, 2018, and will terminate at \_\_\_\_\_, 20\_\_\_\_. Either Party may terminate the Agreement without cause by providing thirty (30) days’ advance written notice to the other.

3. FUNDING AND METHOD OF PAYMENT

a) C/CAG agrees to reimburse the COUNTY up to \$190,657 for the PROJECT, on a reimbursement basis. If C/CAG terminates this Agreement pursuant to Section 2 C/CAG shall reimburse the COUNTY, per the cost-share arrangement agreed to



Nothing herein shall be deemed to create any joint venture or partnership arrangement between the COUNTY and C/CAG.

7. MUTUAL HOLD HARMLESS

- a. The COUNTY shall defend, save harmless, and indemnify C/CAG, and its directors, officers, agents, and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the COUNTY, its directors, officers, agents, and/or employees.
- b. C/CAG shall defend, save harmless, and indemnify the COUNTY, and its directors, officers, agents, and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of C/CAG, its directors, officers, agents, and/or employees.
- c. In the event of concurrent negligence of the COUNTY, its directors, officers, agents, and/or employees, and C/CAG, its directors, officers, agents, and/or employees, 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 Agreement shall be apportioned according to the California theory of comparative negligence.
- d. This indemnification will survive termination or expiration of this Agreement.

8. GOVERNANCE

This Funding Agreement will be governed by the laws of the State of California, and any suit or action initiated by any Party must be brought in the County of San Mateo, California.

**IN WITNESS WHEREOF**, the Agreement has been executed by the Parties hereto as of the day and year first written above.

COUNTY OF SAN MATEO

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS OF SAN MATEO COUNTY

\_\_\_\_\_  
John Walton, CIO

\_\_\_\_\_  
Maryanne Moise Derwin, C/CAG Chair

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Legal Counsel for the COUNTY

\_\_\_\_\_  
Legal Counsel for C/CAG

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **Smart Corridor Fiber Connection to County of San Mateo**

The County of San Mateo plans to establish a fiber optic link between the new San Mateo County Regional Operations Center (ROC), located at 501 Winslow Avenue in Redwood City, and the San Mateo County Smart Corridor. The project includes design, construction, and integration of a 96-strand fiber optic link between the new ROC and the nearest Smart Corridor access point at the intersection of Industrial Way/Whipple Avenue. The project will enable the County of San Mateo to access the Smart Corridor systems, specifically the 263 Closed Circuit Television (CCTV) camera video streams, which can be viewed on desktop monitors and/or displayed on the planned video wall at the ROC.

The estimated cost of the project is \$263,826.