

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO
COUNTY (C/CAG) AND THE COUNTY OF SAN MATEO, OFFICE OF
SUSTAINABILITY TO PROVIDE STAFF SERVICES FOR COUNTYWIDE
CLIMATE ACTION PLANNING**

This Agreement entered this 8th Day of November, 2018, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide, state-mandated plans, hereinafter called “C/CAG,” and the COUNTY OF SAN MATEO, hereinafter called “COUNTY.”

W I T N E S S E T H

WHEREAS, C/CAG is committed to working with the cities in San Mateo County on issues related to solid waste, resource conservation and climate protection; and

WHEREAS, C/CAG desires to obtain services from COUNTY to provide staff services for the Regionally Integrated Climate Action Planning Suite (RICAPS) project; and

WHEREAS, COUNTY is committed to providing staff services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by COUNTY.** COUNTY shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Payments shall be made within 60 days after receipt and approval of monthly invoices from COUNTY. The total cost reimbursement under this agreement for work completed from January 1, 2019, through December 31, 2019, will not exceed \$50,000.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** COUNTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the C/CAG Executive Director, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. **Contract Term.** This Agreement shall be in effect as of January 1, 2019, and shall

terminate on December 31, 2019; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY, and COUNTY may terminate this Agreement at any time for any reason by providing 30 days' notice to C/CAG, and termination will be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

6. **Hold Harmless/ Indemnity.** COUNTY shall defend, indemnify, and save harmless C/CAG and its member agencies and their employees, agents, and officers from all claims, suits, damages, or actions arising from COUNTY's performance under this Agreement.

C/CAG shall defend, indemnify, and save harmless COUNTY, and its employees, agents, and officers from all claims, suits, damages or actions arising from C/CAG's performance under this Agreement.

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

7. **Workers' Compensation Coverage.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by COUNTY with limits of not less than one million dollars (\$1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with statutory limits shall be maintained. The insurer, if insurance is provided, and the COUNTY, if a program of self-insurance is provided, shall waive all rights of subrogation against C/CAG for loss arising from worker injuries sustained under this Agreement.

8. **Liability Insurance.** COUNTY shall maintain during the life of this Agreement, in an amount not less than one million dollars (\$1,000,000), such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, its employees, officers, and 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 operations under this Agreement, whether such operations be by COUNTY or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with all applicable laws.

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, C/CAG, 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.

9. **Non-discrimination.** COUNTY and its subcontractors performing the services on behalf of C/CAG shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
10. **Accessibility of Services to Disabled Persons.** COUNTY, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
11. **Substitutions.** Particular staff and/or classifications are working under this Agreement. COUNTY will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Whether or not particular staff and/or classifications are identified in Exhibit A, any substitution in staffing or classification shall be with a person of commensurate experience and knowledge.
12. **Joint Property.** As between C/CAG and COUNTY any system or documents developed, produced or provided under this Agreement shall become the joint property of C/CAG and the COUNTY.
13. **Access to Records.** COUNTY shall retain, for a period of no less than five years after final payment by C/CAG, all books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall provide C/CAG, its member agencies, and or their auditors with access to said books and records.
14. **Merger Clause.** This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.
15. **Amendments.** Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by C/CAG and the County of San Mateo's Director of the Office of Sustainability or his/her designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year indicated.

County of San Mateo (County)

By _____
Jim Eggemeyer
County Office of Sustainability - Director

Date

Approved as to Form By _____
County Counsel

Date

City/County Association of Governments (C/CAG)

By _____
Maryann Moise Derwin
C/CAG Chair

Date

Approved as to Form By _____
C/CAG Legal Counsel

Date

Exhibit A

CLIMATE ACTION PLANNING (RICAPS) 2019 SCOPE OF WORK

- 1.0 Introduction - The City/ County Association of Governments of San Mateo County (C/CAG) is committed to working with the cities in San Mateo County on issues related to solid waste, resource conservation and climate protection. C/CAG desires to contract with the County of San Mateo (County) to provide staff services for the administration and project management of C/CAG's RICAPS Project (Project) pursuant to this Scope of Work.
- 2.0 Management and Staffing Oversight - County shall provide staff support to C/CAG to accomplish deliverables as provided in the current PG&E Specific Conditions (Contract Work Authorization) for Climate Action Planning Support to the cities in San Mateo County and the County for calendar year 2019. The County shall provide project administration and project management, to include: coordinating working group of city staff, contracting and managing the consultants, reviewing and commenting on consultant submittals, preparing and submitting required grant reports, and managing the Project in accordance with the stipulated timelines to ensure the progress of the Project.
- 3.0 Scope of Work – the County shall:
 - 3.1 Support the work of the Project scope, for which C/CAG has been funded through the PG&E Local Government Partnership grant agreement for technical support in calendar year 2019, up to a maximum amount of \$50,000 pursuant to this Agreement.
 - 3.2 Explore planning and funding options for climate action planning and implementation for the cities in San Mateo County and, if approved by C/CAG, apply for those funds.
- 4.0 Reporting - The County shall report to the C/CAG Board and other C/CAG committees and staff on activities and Project progress related to this scope of work upon request during the term of this Agreement.
- 5.0 Power of C/CAG Representation - County of San Mateo staff is granted the authority to represent C/CAG and the Local Government Partnership relative to implementation of the San Mateo Energy Watch with approval of the C/CAG Executive Director. However, any and all changes to the Scope of Work or local government partnership contracts must be approved and executed by C/CAG.
- 6.0 Payments - The County shall submit invoices for staff services provided along with supporting documentation based on actual fully-loaded labor rates. C/CAG shall pay invoices within 60 days of receipt.
- 7.0 To retain the experience and knowledge gained by staff over the years, the parties understand and agree that those staff assigned to perform services under this Agreement shall be from the

County of San Mateo, Office of Sustainability, and may be substituted by the County of San Mateo, subject to the provisions of Section 11 of this Agreement. Notwithstanding any other provision of this Agreement, if County of San Mateo changes the staff or classification assigned to perform services under this Agreement from those staff or classifications that are assigned as of the date of execution of this Agreement, and such change is unsatisfactory to C/CAG, C/CAG may immediately terminate this Agreement.

