

**AGREEMENT FOR THE CITY OF REDWOOD CITY TO PROVIDE FLEET  
EQUIPMENT MAINTENANCE, REPAIR, AND RETROFITTING  
SERVICES TO THE TOWN OF ATHERTON**

THIS SERVICE AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), between the **CITY OF REDWOOD CITY**, a charter city and municipal corporation of the State of California ("Redwood City"), and the **TOWN OF ATHERTON**, ("ATHERTON"), a municipal corporation of the State of California, (collectively the "Parties").

**RECITALS**

**WHEREAS**, Redwood City operates and maintains a motor vehicle maintenance facility and Redwood City is willing to perform vehicle maintenance and repair services for ATHERTON's Fleet Equipment on an as needed basis at ATHERTON's direction and request; and

**WHEREAS**, ATHERTON also requests that Redwood City provide vehicle retrofitting services, which means adding equipment to designated vehicles, also known as "up-fitting" on an as needed basis at ATHERTON's direction and request; and

**WHEREAS**, ATHERTON agrees to compensate Redwood City for vehicle maintenance, repair and retrofitting services prescribed herein.

**NOW, THEREFORE**, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

**1. DEFINITIONS.** For purposes of this agreement the following words and terms shall have the meanings respectively ascribed thereto:

(a) "Maintenance Services" means the furnishing of labor and materials necessary or appropriate to perform routine Fleet Equipment maintenance and repair services for ATHERTON based upon Fleet Equipment manufacturer recommendations and to the usual and customary standard pertaining to the furnishing of such services by California municipalities for their own motor vehicles and equipment.

(b) "Retrofitting Services" means installing ATHERTON designated after-market equipment to ATHERTON designated Fleet Equipment, which generally includes but is not limited to the following equipment: light bars and sirens, advanced electrical and technological components deemed occupationally specific, reinforced safety and security features, which ATHERTON will provide a list of required supplies and equipment to be retrofitted for each designated vehicle.

(c) "Fleet Equipment" means vehicles in the fleet owned by ATHERTON, which generally includes both marked and unmarked motor vehicles of various makes and models.

(d) "Municipal Services Center" means Redwood City's Municipal Services Center, located at 1400 Broadway, Redwood City, California.

## **2. MAINTENANCE AND RETROFITTING SERVICES.**

(a) Redwood City shall provide Maintenance Services and Retrofitting Services on an "as needed" basis based upon Fleet Equipment manufacturer recommendations and upon request of ATHERTON. ATHERTON shall deliver its Fleet Equipment to the Municipal Services Center for Maintenance Services and/or Retrofitting Services and upon completion thereof, take delivery of said Fleet Equipment within a reasonable time. ATHERTON is responsible for scheduling Maintenance Services and Retrofitting Services for each vehicle and upon completion of Maintenance Services, Redwood City shall generally indicate the approximate date of the next recommended maintenance service for such vehicle.

(b) Further, ATHERTON has sole authority and responsibility to schedule or to omit Maintenance Services and Retrofitting Services for any particular motor vehicle or equipment.

**3. COMPENSATION; COSTS; REVISIONS.** ATHERTON shall compensate Redwood City for labor furnished hereunder for Maintenance Services and Retrofitting Services at the hourly rate of One Hundred Forty-Seven Dollars and Thirty-Seven Cents (\$147.37), including common labor, skilled labor, trained mechanic's services or other labor or services necessary or appropriate for furnishing such Maintenance Services and Retrofitting Services, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) in the initial term. However, if the Agreement is executed after July 1, 2024, the \$147.37 hourly rate shall be valid until June 30, 2025. Thereafter, the hourly rate shall increase by 3% on July 1 of each year that this Agreement remains in place.

ATHERTON shall pay Redwood City for all parts and supplies furnished in connection with such Maintenance Services and Retrofitting Services at the cost thereof to Redwood City plus fifteen percent (15%) for overhead and administrative costs.

Redwood City will consult with ATHERTON before conducting major repairs exceeding One Thousand Dollars (\$1,000.00) for parts and/or Two Thousand Dollars (\$2,000.00) for parts and labor combined.

Redwood City shall submit monthly billing to ATHERTON with a summary sheet and work orders for all work performed, and ATHERTON shall pay Redwood City within thirty (30) days of receipt of billing.

**4. INDEMNIFICATION.**

(a). Redwood City hereby agrees to defend, indemnify, and save ATHERTON and its officers, agents, and employees harmless against and from any and all claims, suits, and actions of every name, kind and description, which may be brought against ATHERTON, by reason of any injury to, or death of, any person (including corporations, partnerships and associations) or damage suffered or sustained by any such person arising from, or alleged to have arisen from Redwood City's services provided under this agreement, except as arising from the sole negligence or willful misconduct of ATHERTON.

(b). ATHERTON hereby agrees to defend, indemnify, and save Redwood City and its officers, agents, and employees harmless against and from any and all claims, suits, and actions of every name, kind and description, which may be brought against Redwood City, by reason of any injury to, or death of, any person (including corporations, partnerships and associations) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, arising from or relating to ATHERTON entering the Municipal Service Center in connection with this Agreement or arising from ATHERTON's failure to timely schedule required maintenance or to have maintenance performed as recommended by the manufacturer of the Fleet Equipment, or as recommended by Redwood City in writing, except as arising from the sole negligence or willful misconduct of Redwood City.

(c). The Parties shall waive any rights of recovery for liabilities arising out of the California Workers' Compensation laws, including but not limited to Cal. Labor Code sections 3200 and following.

**5. INSURANCE.** The Parties will obtain and maintain for the duration of the agreement and any and all amendments, coverage against claims for injuries to persons or damage to property, which may arise out of or in connection with performance of this Agreement to the extent provided below. Said coverage may be provided by self-insurance and/or through joint powers insurance authority risk pool organized and operated under California law.

(a). Redwood City and ATHERTON will maintain the types of coverages and minimum limits indicated below:

- (1) General Liability with limits of \$2,000,000 per occurrence.
- (2) Automobile Liability with limits of \$1,000,000 per occurrence.
- (3) Workers' Compensation as required by the California Labor Code and Employer's Liability with limits of \$1,000,000 per accident for bodily injury.

6. **ADDITIONAL PROVISIONS.** ATHERTON will ensure that the General Liability and Automobile Liability coverages required under this agreement contain, or are endorsed to contain, provisions requiring Redwood City to be named as an Additional Insured Covered Party.

7. **DISPUTE RESOLUTION.** Should any dispute arise out of this agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid for equally by the Parties. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the resolution of the dispute. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediation resolution. Each party will bear their own attorney's fees, if any.

8. **TERM; TERMINATION.** The initial term of this agreement shall be one (1) year commencing from the Effective Date, and further that the term hereof shall be renewable automatically for additional one-year terms in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) per extension term for Maintenance Services and Retrofitting Services, with a maximum term of ten years from the Effective Date of this agreement unless terminated earlier by either party in accordance with this section.

Either party may terminate this agreement without cause by giving the other party written notice of not less than thirty (30) days. Redwood City shall be paid for all labor and/or services and all parts and supplies ordered or received up to the termination date.

9. **AMENDMENTS.** Except as provided to the contrary in paragraph 8 above, this agreement may be amended by written agreement, approved and executed by the parties in the same manner as this agreement.

10. **APPLICABLE LAW.** This agreement, its interpretation and enforcement, shall be governed by the laws of the State of California.

11. **PARAGRAPH HEADINGS.** Paragraph headings as used herein are for convenience only, and shall not be deemed to modify or amend the paragraphs headed thereby.

12. **NOTICES.** The name of the persons who are authorized to give written notices or to receive written notice on behalf of Redwood City and on behalf of ATHERTON under this agreement are:

For Redwood City:

City of Redwood City  
Attention: Public Works Fleet Superintendent  
1400 Broadway Street  
Redwood City, CA 94063

For ATHERTON:

TOWN OF ATHERTON  
Attention: City Manager  
80 Fair Oaks Lane  
Atherton, CA 94027

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

**13. ELECTRONIC SIGNATURES.** If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

*(Signatures on Following Page)*

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the date first hereinabove written.

**CITY OF REDWOOD CITY**, a charter city and  
municipal corporation of the State of California

By: \_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

ATTEST:

\_\_\_\_\_  
Yessika Castro, City Clerk

APPROVE AS TO FORM:

\_\_\_\_\_  
Veronica Ramirez, City Attorney

**TOWN OF ATHERTON**

By: \_\_\_\_\_  
George Rodericks, City Manager

ATTEST:

\_\_\_\_\_  
Anthony Suber, City Clerk

APPROVE AS TO FORM:

\_\_\_\_\_  
Mona Ebrahimi, City Attorney