

# City of Brisbane

## Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer via City Manager

SUBJECT: New Brisbane Library Construction Contract Award

DATE: May 17, 2018

### **City Council Goals:**

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community. (#2)

**Purpose:** To approve award of the contract to the low responsive and responsible bidder.

### **Recommendation:**

1. Overrule the bid protest submitted by Agbayani Construction Corporation.
2. Award the New Brisbane Library construction contract for \$6,329,000 to D.L. Falk Construction, Inc. and authorize the Mayor to sign the Agreement on the City's behalf.

## **BID PROTEST**

### **Discussion:**

City staff received an emailed bid protest from Agbayani Construction Corporation ("Agbayani") on 5/7/18, the date specified by the City Attorney as the last day to submit protests. The email submittal, minus provided enclosures, is attached to this staff report.

Agbayani claims two deficiencies with each of the 1<sup>st</sup> three low bidders: a failure to list a fire alarm subcontractor, and a failure to state the complete address of the listed subcontractors.

Regarding the first deficiency, the design/build of the fire alarm system does generally fall under the C-10 Electrical Contractor classification; however, not every C-10 contractor has the experienced/certified personnel to perform such work. This work is often left to a specialty firm.

The apparent low bidder, D.L. Falk, did list a C-10 subcontractor, Amp Electric, who holds a valid C-10 license. Upon inquiring of the general contractor, Amp Electric produced a proposal from Intrepid Electronic Systems Inc. for the New Brisbane Library, dated 5/3/18 (the bid date)

in the amount of \$27,880.00 for the fire alarm system. Both the general contractor and the electrical engineer of record advise that this is a common arrangement where the overall C-10 contractor engages a specialty firm for the fire alarm work.

After consultation with the City Attorney, staff believes that the protest “failed to list fire alarm contractor” lacks merit for the reasons stated below:

1. State law and the contract documents only require the general contractor (i.e., Falk) to list its subcontractor (i.e., Amp). The specific language in the specifications is, “The bidder shall herein set forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s bid . . .” There is no requirement for subcontractors to list their second tier subs, as the dollar value of work to be performed (as a percentage of the General’s bid) is captured under the subcontractor who has direct privity with the General Contractor.
2. Even if the law did require lower tier subs to be listed, the dollar amount of the contract for the fire alarm system (\$27,800) is less than ½ of 1% of the bid amount (e.g., .005 x \$6,329,000 = \$31,645), in which case this second tier subcontractor would not have to be listed.

After consultation with the City Attorney, staff believes that the protest “failed to state complete address of their listed subs” lacks merit for the reasons stated below:

1. The contract language quoted in paragraph 1 above requires listing the “. . . location of the place of business . . .” It is common for bidders to provide the city and state of the subcontractor, even though this is not specifically required. In the case of D.L. Falk, the “location of main office” required in the Information Required of the Bidder was answered with only the city name of the office’s location. In all cases, the cities were easily recognized as a location in the State of California.
2. Even if the bidder were required to list the city and state for each of the subcontractors, there was no bidding advantage gained by the low bidder. Therefore, this would be a minor informality, and the City’s discretion to waive inconsequential informalities or irregularities is well-established under California law:

“[I]t is further well-established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders, or in other words, if the variance is inconsequential” (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4<sup>th</sup> 1181, 1188.)

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## CONTRACT AWARD

### Background:

This project has a lengthy history, with the most recent Council action being its 3/15/18 approval to release the Notice Inviting Bids. Bid proposals were received on May 3, 2018 as follows:

Architect's Estimate	\$6,000,000
D.L. Falk Construction	\$6,329,000
Thompson Builders Corporation	\$6,430,000
Pacific Mountain Builders	\$6,430,000
Abgayani Construction	\$7,320,000
Gonsalves & Stronck	\$7,465,000


### Fiscal Impact:

As detailed in the Director of Administrative Services 3/15/18 staff report on financing, the construction budget (outdoor space + contingency + building) was assumed as \$6,600,000. While the award amount is below this budget, staff will pursue additional grant funding to allow for a 10% contingency to the low bidder's price in the event there are change orders during construction.

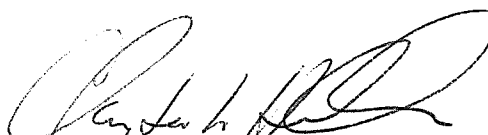
**Measure of Success:** A new, modern library that meets the needs of the citizens of Brisbane.

### Attachments:

- Agbayani Protest
- 3/15/18 Financing New Public Library staff report



Director of Public Works/City Engineer



City Manager

## Breault, Randy

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**From:** CESAR TOMAS <cesar.tomas@agbayani.com>  
**Sent:** Monday, May 7, 2018 3:23 PM  
**To:** Cannon, Diane; Breault, Randy  
**Subject:** → Fwd: Brisbane Library Bid Opening result: Bid Protest ←  
**Attachments:** DLFalkSubList.pdf; PacificMountainContractorsSubList.pdf; ThompsonBuildersSubList.pdf

Hi Mr. Breault/Ms Cannon,

We, Agbayani Construction Corporation(4th lowest responsive bidder) would like to formally submit our bid protest for the bid opening result last Thursday, 5/03/18 per our review of the "List of Subcontractors" submitted by the 3 lowest bidders:

### **For D.L. Faulk Construction: License A, B :683837**

- Failed to list fire alarm subcontractor. They list electrical sub Amp Electric with C10 license but not specialize in fire alarm, and no B license. Fire Alarm is a specialty trade that requires workers/technician certification as fire alarm technicians/workers. In accordance to bid documents, to be responsive bidder, bidder should list subs with subcontract amount of at least 1/2 of 1% of their total bid. In this case, if the bidder did not list sub, the bidder is required to self f\perform the required scope of work if they are able to do so. In this case D.L Falk Construction has no fire alarm license and C10 and is not specialize in design and build of fire alarm system. This is true as well with their listed C10 electrical sub.
- Failed to state the complete address of their listed subs.
- See their attached "List of Subcontractors"

### **For Pacific Mountain Contractors: License A, B, C20 :921539**

- Failed to list fire alarm subcontractor. They list electrical sub Energy Efficient with C10 license but not specialize in fire alarm, and no B license. Fire Alarm is a specialty trade that requires workers/technician certification as fire alarm technicians/workers. In accordance to bid documents, to be responsive bidder, bidder should list subs with subcontract amount of at least 1/2 of 1% of their total bid. In this case, if the bidder did not list sub, the bidder is required to self f\perform the required scope of work if they are able to do so. In this case Pacific Mountain contractors has no fire alarm license and C10 and is not specialize in design and build of fire alarm system. This is true as well with their listed C10 electrical sub.
- Failed to state the complete address of their listed subs.
- See their attached "List of Subcontractors"

### **For Thompson Builders Corporation: License A, B, C17 :626859**

- Failed to list fire alarm subcontractor. They list electrical sub MC Grath Electric Inc. with C10 license but not specialize in fire alarm, and no B license. Fire Alarm is a specialty trade that requires workers/technician certification as fire alarm technicians/workers. In accordance to bid documents, to be responsive bidder, bidder should list subs with subcontract amount of at least 1/2 of 1% of their total bid. In this case, if the bidder did not list sub, the bidder is required to self f\perform the required scope of work if they are able to do so. In this case Thompson Builders Corporation has no fire alarm license and C10 and is not specialize in design and build of fire alarm system. This is true as well with their listed C10 electrical sub.
- Failed to state the complete address of their listed subs.
- See their attached "List of Subcontractors"

We hope you find above info in good merit for our protest to be valid and requesting your good office to consider Agbayani Construction Corporation(ACC), with license A, B, C10, C20, C36: 650472, to be the responsible lowest bidder. We look forward for your favorable response.

Regards,

Cesar Tomas  
Agbayani Construction Corporation  
1165 N 5th St.,  
San Jose, CA 95112  
T- 415 254 8253  
F- 408 854 8092  
E- [cesar.tomas@agbayani.com](mailto:cesar.tomas@agbayani.com)

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Annis Road PRV Station and Fire Main Replacement Project – Phase 1

5/24/18 – Optional Pre-bid Meeting

6/ 7/18 – Bid Opening

Goal

6/21/18 – Council Meeting – Award

6/22/18 – Notice to Proceed (150 calendar day contract duration)

Mid – July – Construction begins

11/19/18 – Project Completion

# *City of Brisbane*

## *Agenda Report*

To: Mayor and City Council  
From: Stuart Schillinger, Administrative Services Director  
Subject: Financing New Public Library  
Date: March 15, 2018

### **Purpose:**

Build a library which meets the needs of the Community of Brisbane while not impacting the on-going services the City provides to the community.

### **Recommendation:**

Approve the agreement with the County of San Mateo for a \$1.7 million loan at an interest rate of 1.2% for 15 years.

### **Background:**

The estimated cost of the library is \$9.1 million see attached spreadsheet. At the April 7, 2016 the City Council reviewed a preliminary financing plan for the library project. At that time it was estimated that the County would provide a loan of \$1,300,000 and the City would receive donations of \$300,000. The financing plan has been revised to show the current County loan amount of \$1.7 million and anticipated donations of \$100,000.

### **Discussion:**

As shown in the attached financing plan the city has approximately \$2,950,000 available in facility fees from homes built on the Northeast Ridge, \$1,250,000 of this amount is from money rededicated to this project from a storm drainage project that was less costly than originally estimated. The County provided \$300,000 in Measure A funds for design. The County Library system will provide \$400,000 for furniture and furnishings. The City anticipates \$100,000 from donations which the Friends of the Library are working to secure. With an estimated cost of \$9.1 million this leaves approximately \$5.3 million left over. The County has offered a low-interest loan of \$1.7 million dollars to be repaid over a twenty year period. The remaining \$3.6 million would need to come from City resources.

The repayment of the loan from the County and any internal loan the City would make for the remaining \$3.6 million would come from business licenses dedicated to capital projects. The Business License dedicated to Capital Projects is approximately \$300,000 a year. For purposes of this analysis there is no assumption on growth in this revenue source. Currently, \$94,000 of that is being used to payback the General Fund for the purchase of the library site until 2023. The County loan would be approximately \$132,000 for 20 years although the annual payment would decrease as the loan is paid

down. This leaves about \$80,000 a year to repay the City until the City repays itself for the purchase of the land at which point there would be approximately \$170,000 available. In 2033 the amount would increase to approximately \$300,000 when the county loan is repaid. It is anticipated that the Business License revenues would be committed until approximately 2052 assuming a 2% interest rate. As stated previously, there is no assumption of growth in the revenue source therefore if growth occurs the payoff date will be earlier.

### **County Loan**

The terms of the loan with the County are that we would make payments in December and April of each year. The first payment would occur the December after the City requested the \$1.7 million. The interest rate will be 1.2% for length of 15 years. The payments would be made from the City's property tax revenue and would be deducted prior to the City receiving its property tax each December and April.

### **Fiscal Impact:**

The Library would use all of the Business License dedicated to Capital Improvements through 2052. Other capital improvements would need to be funded through a different source.

### **Measure of Success**

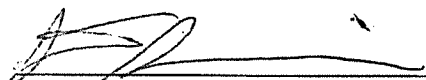
A library is built which provides for the needs of the Community.

### **Attachments:**

Projected Costs of the Library

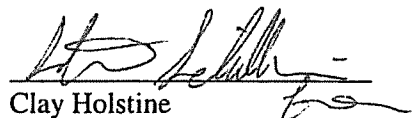
Potential Funding of the Library

Agreement with San Mateo County for a Loan for the Library project



Stuart Schillinger

Administrative Services Director/Deputy City Manager



Clay Holstine

City Manager



## Brisbane Library

### Project Costs

Outdoor Space/Site Improvement	400,000
Contingency	700,000
Design Fee through Const.	715,000
Land Cost	850,000
Other Costs	900,000
7,670 sq.ft. Building (gross)	5,500,000
<b>Total Cost</b>	<b>9,065,000</b>

### Financing Plan

Facilities Fees New Homes	\$ 1,750,000
Facilities Fees Prior	\$ 1,200,000
County Funding	\$ 1,700,000
City Funding	\$ 3,615,000
Library JPA Contribution	\$ 400,000
Measure A for Design	\$ 300,000
Donations	\$ 100,000
<b>Total Available</b>	<b>\$ 9,065,000</b>

**AGREEMENT BETWEEN THE CITY OF BRISBANE AND THE COUNTY OF SAN MATEO TO PROVIDE FOR LOAN OF FUNDS FROM COUNTY TO CITY FOR THE CONSTRUCTION OF THE BRISBANE LIBRARY PROJECT**

This Agreement is made and entered in the County of San Mateo, California, by and between the City of Brisbane (“City”) and the County of San Mateo (“County,” and, together with the City, the “Parties”) for the purpose of stating the terms for a loan of funds to City by County to be repaid to County by City as provided herein, for construction of a new Brisbane Library to be located within the City.

**RECITALS**

**WHEREAS**, City owns a building and lands located at 250 Visitacion Avenue, Brisbane, California presently used for public library purposes, and City desires to build a new replacement public library (hereinafter, “Library” or the “Library Project”) at the same location; and

**WHEREAS**, the City and County are parties to the San Mateo County Library Joint Powers Agreement (“JPA” or “JPA Agreement”), pursuant to Government Code § 6500, *et seq.*, for the purpose, among others, of jointly exercising, with the other parties to the JPA, the Parties’ authority to provide library services so that City may provide such services to City and County residents; and

**WHEREAS**, in order to ensure timely completion of the Library Project, County will advance funds pursuant to this loan agreement in an amount not to exceed one-million seven-hundred thousand dollars (\$1,700,000) to assist the City in ensuring prompt completion of the Library Project, which funds the City shall repay with interest to County as provided herein.

**NOW THEREFORE**, in consideration of their mutual promises and obligations, the Parties hereby agree as follows:

**1. San Mateo County Library Joint Powers Agreement Remains Fully Applicable.**

The San Mateo County Library Joint Powers Agreement (“JPA” or “JPA Agreement”) and

associated or successor agreements between the Parties remain fully applicable. This Agreement is not intended to affect the applicability of the JPA Agreement or associated or successor agreements, which remain in full force and effect.

**2. County Disbursement of Funds to City for Library Project; Use of Funds.**

(a) **County Loan of Funds.** County agrees to loan funds to City in an amount not to exceed one million seven-hundred thousand dollars (\$1,700,000) (“Funds”) to be used for covered construction costs for the Library Project, as described herein.

(b) **Covered Construction Costs.** The City shall use the Funds to cover costs associated with construction of the Library Project (“Covered Construction Costs”), which may include: design, environmental review, demolition of existing library, construction, and construction management for the Library Project. Covered Construction Costs may also include the costs for remediation of hazardous materials which may be found during demolition of the existing library or construction of the Library Project, but only to the extent that such hazardous materials are integrated into and as part of the existing building to be demolished or found naturally occurring in the underlying soil. Covered Construction Costs shall not include any cost associated with operation and maintenance, repairs, furnishings, equipment or utilities for use of the Library Project once completed. The Parties agree that each party shall individually bear its own administrative costs, including but not limited to staff costs and overhead for all aspects of the Library Project, and such administrative costs shall not be included in the Covered Construction Costs.

(c) **No County Liability.** City acknowledges and agrees that notwithstanding County’s disbursement of Funds for the Library Project, County does not assume any liability for construction defects, dangerous conditions of public property, or any other responsibility or

liability associated with the construction, operation, repairs, maintenance or ownership of the Library by City. As owner of the Library facility, City shall be responsible for completion of all aspects of the Library Project, and maintenance thereof, according to all applicable legal requirements.

**3. Disbursement of Funds.**

County shall disburse the Funds to City within a reasonable time after submission of a written request by City which includes documentation by City reasonably acceptable to County of Covered Construction Costs incurred by City which are to be paid from the Funds. At County's sole discretion, such documentation may include the payment application by a contractor for work that constitutes Covered Construction Costs performed by said contractor on the Library Project, and reasonably satisfactory written assurance from City that all work covered by the payment application has been satisfactorily performed. City must submit said request for Funds and required documentation no later than June 30, 2019, or the obligation of County to provide Funds shall expire as of that date.

**4. Terms of Repayment of Funds.**

(a) **Terms of Repayment.** City shall repay to County the Funds plus interest accrued at a fixed annual rate of 1.2%, accrual to begin as of the date of disbursement of Funds to City. City may repay the Funds, in full or in part, at any time without penalty upon written notification to County. All money paid by City to County toward the satisfaction of this Agreement shall be applied first to the payment of loan interest and then to the retirement of the principal amount of the Funds.

(b) **Repayment Term.** City shall commence repayment no later than December 15 of the fiscal year in which disbursement of the Funds is first made and final payment shall be made no later than fifteen years after such disbursement of funds. (“Repayment Period”).

(c) **Minimum Payments.** Minimum payments (“payments”) shall be due twice per year on December 15th and April 15th of each fiscal year (or the following business day if those days fall on weekends or holidays), pursuant to a payment schedule approved by the County Manager.

(d) **Recurring Payment from Tax Revenues.** During the Repayment Period and until all monies owed to County pursuant to this Agreement are paid, City authorizes the County Controller (“Controller”) to, and the Controller shall, pay to County each payment on the City’s behalf using the City’s secured property tax revenues that would otherwise be payable by the Controller to City on December 15th and April 15th of each fiscal year (or the following business day if those days fall on weekends or holidays), pursuant to a schedule approved by the County Manager. The Controller shall make such payments to County prior to making any other payments to City or any other person or entity, but after adjustments for any duly authorized property tax refund. In the event that there are insufficient property tax revenues due to City on any given payment due date, the City authorizes and the Controller shall take from any other available tax apportionments otherwise due to City to fulfill the balance of the payment. In the event property and other tax proceeds are insufficient to pay the full amounts due to County under any payment, City shall remain responsible for payment of, and shall promptly pay to County, such payments due to County.

**5. Contingencies.**

(a) **Changes in Use and Delays in Library Project.** Except as provided by mutual written agreement, in the event the Library building is sold, or the Library building is used for any purpose other than as a public library, all Funds disbursed by County shall be immediately due and payable in full and, in this event, City shall also pay to County the accrued loan interest on the full amount of the Funds principal at 1.2% annually. In the event that the City postpones or does not complete construction of the Library Project, County shall have the option to require that City immediately repay to County all Funds disbursed to City pursuant to this Agreement including interest accrued at 1.2% annually. For purposes of this section, City shall be deemed to have postponed or not completed construction of the Library Project if there is no material construction activity for any period of twelve consecutive months after execution of this Agreement by the parties, unless otherwise agreed in writing by the County Board of Supervisors. County agrees that if the delay is due to circumstances beyond the control of City, County will meet and confer with City in good faith to consider whether or not to extend this twelve month period. Any such extension must be approved by the County Board of Supervisors.

(b) **Repayment Required.** In any event, any amount remaining due and payable by City to County under this Agreement upon expiration or termination of this Agreement shall be promptly paid to County by City, unless otherwise agreed in writing by the County Board of Supervisors.

**6. Hours and Use of Library.**

(a) **Library Uses.** The Library building and its associated facilities and grounds shall be used for library and associated administrative uses, including library related events.

(b) **Hours.** City shall ensure that the hours the Library is open to the public, including all residents of the County, will be equal to or greater than the minimum service levels specified in the JPA Agreement.

(c) **Withdrawal from JPA.** City agrees that in the event that City withdraws from the JPA, and establishes a City library, all County residents will still have access, for as long as there remain Funds to be repaid to County or the Library is in operation, to all library programs and services at the City Library.

#### **7. Hold Harmless, Indemnification and Defense of Claims**

City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind which arise out of the performance or nonperformance of the City's covenants, responsibilities and obligations under this Agreement and which result from the negligent or wrongful acts of the City or its officers, employees, or agents.

County shall hold harmless, indemnify and defend the City, its officers, employees and agents from and against any and all claims, suits or actions of any kind which arise out of the performance or non-performance of the County's covenants, responsibilities and obligations under this Agreement and which result from the negligent or wrongful acts of the County or its officers, employees or agents.

In the event of concurrent negligence of the County, its officer or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.

## **8. Insurance.**

(a) **Property Insurance.** City shall, at its own cost and expense, keep and maintain insurance sufficient to protect all portions of the Library Project against fire, lightning, extended coverage, vandalism and malicious mischief in an amount not less than one hundred percent (100%) of the replacement cost thereof.

(b) **Liability Insurance.** City shall, at its sole cost and expense, maintain a minimum of two million dollars (\$2,000,000) in comprehensive general liability insurance.

(c) **Contractors and Subcontractors.** City shall require all contractors and subcontractors on all City contracts associated with construction of the Library Project to name County as an additional insured, and to agree in such contracts to hold harmless and indemnify County to the same extent that they hold harmless and indemnify City.

(d) **Workers' Compensation.** City shall, at its sole cost and expense, comply with all provisions of law applicable to City projects with respect to obtaining and maintaining Workers' Compensation insurance for its employees. City shall also require any of its contractors and subcontractors performing work for the Library Project to carry all legally mandated workers' compensation insurance.

## **9. Term of Agreement and Provisions for Enforcement**

(a) **Effective Term.** This Agreement shall become effective on execution by the parties and shall remain in effect for (i) fifteen years from disbursement of Funds to City by County, or (ii) expiration of this Agreement pursuant to section 3 of this Agreement, or (iii) such earlier date that all moneys owed pursuant to this Agreement are repaid to County, or (iii) until any temporary or permanent abandonment of the Library Project by the City as defined in Section 5, whichever first occurs; provided, however, that this Agreement shall remain effective



for the purpose of enforcing any and all obligations of City under this Agreement including, but not limited to, the City obligations for use of the Library and for repayment of funds to County as set forth in this Agreement, and for the purpose of enforcing the hold harmless and indemnification provisions of this Agreement. At County's sole option, for purposes of this subparagraph (a), City may be deemed to have abandoned the Library Project if there is no material construction activity for any period of twelve consecutive months at any point after execution of this Agreement by the parties. County agrees that if the Library Project is delayed due to circumstances beyond City's control, it will meet and confer with City in good faith to consider whether or not this twelve month time period will be extended. Any such determination to extend the time period must be approved by the San Mateo County Board of Supervisors.

**(b) Interest.** In the event all amounts disbursed, along with accrued loan interest, are not repaid within fifteen years of the disbursement of Funds by County to City, any such amounts that remain outstanding shall accrue interest from and after the expiration of the term at the rate specified by law for prejudgment interest.

**(c) Remedies Not Limited by This Agreement.** Nothing set forth in this section shall preclude any remedies available to County at law or equity to compel payment of any amounts still due and owing at the end of the term of this agreement.

## **10. Interpretation of Agreement**

The Parties acknowledge that they have each been represented by independent counsel, or had the opportunity to be represented by independent counsel, in entering into this Agreement. Each of the Parties affirms to the other that it has been consulted and discussed the provisions of this Agreement with its counsel and fully understands the legal effect of each provision. The

Parties have had the opportunity to equally participate in the drafting and negotiation of this Agreement. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties, and shall not be construed against any Party due to authorship; the provision of Civil Code section 1654 expressly shall not apply to interpretation of this Agreement.

**11. General Provisions**

(a) **Waiver.** The waiver by City or County of any term, covenant or condition herein contained shall not be deemed to a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

(b) **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(c) **Amendment of Agreement.** No provision of this Agreement may be amended except by an agreement in writing signed by both parties to this agreement. This Agreement and any Amendment shall not be effective or binding on either party until fully executed by both parties.

(d) **Accounting.** The City shall maintain an accounting of all Funds advanced to it pursuant to this Agreement and shall provide any documentation and records to the County Manager, or designee, upon request.

(e) **Choice of Law.** This Agreement is subject to the laws and jurisdiction of the State of California and any action related to the Agreement shall be brought in the California Superior Court for the County of San Mateo. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California.

(f) **Independent Entities.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, joint employer, or association.

(g) **Authority to Execute Agreement.** The Parties each warrant that they have the authority to execute this Agreement and that all actions have occurred, and all necessary approvals or consents have been obtained to allow each party to enter into this Agreement.

(h) **Notices.** All notices provided for herein shall be in writing and shall be delivered to the appropriate parties as provided below:

**For CITY:**

**City Manager  
50 Park Place  
Brisbane, CA 94005**

**For COUNTY:**

**County Manager  
400 County Center, 1<sup>st</sup> Floor  
Redwood City, CA 94063**

IN WITNESS WHEREOF, CITY and COUNTY have signed this Agreement on the dates set forth below.

**CITY OF BRISBANE**

**COUNTY OF SAN MATEO**

Executed By:

Executed By:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

