

**JOINT POWERS AGREEMENT  
BETWEEN THE CITY OF FREMONT AND  
CITY OF UNION CITY FOR HUMAN  
SERVICES AND FAMILY RELATED  
RESOURCES**

This Joint Powers Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "Fremont"), and CITY OF UNION CITY, a municipal corporation (hereinafter "Union City").

**RECITALS**

- A. Fremont and Union City are each a "public agency" as defined by Government Code section 6500.
- B. Fremont and Union City each share a common power, as defined by Government Code section 6502, more particularly described in this Agreement.
- C. The general purpose of this Agreement is for Fremont and Union City to coordinate and provide human and family related services to the residents of both cities, based on the terms more particularly described in this Agreement.
- D. Fremont and Union City desire to enter into this Agreement in accordance with the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, *et seq.*), and the provisions of Government Code sections 895 through 895.8.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SCOPE OF SERVICES.** Fremont and Union City hereby agree to perform certain human services and family resources related services for the residents of both cities. These services include but are not limited to Youth Diversion-Groups, Youth Life-Skills and Support Services, Paratransit and Mobility, Parenting Education and Support, and Case Management,

including the senior population. The exact nature and scope of such services shall be set forth in individual implementing Task Orders, which shall be in a form substantially similar to that set forth on Exhibit "A," attached and incorporated herein by reference. All services shall be performed in accordance with the terms and conditions contained in this Agreement and the Task Orders.

**2. BILLING AND PAYMENT.** In order to request payment for services provided in accordance with this Agreement, each City shall submit invoices to other City identifying the services performed and the charges for such services, based upon the billing rates set forth in the applicable implementing Task Order. Union City and Fremont agree that rates for services provided may be adjusted from time to time by either City upon prior written agreement. All payments for services performed in accordance with this Agreement will be made within thirty days after receipt of invoice. If there is a dispute regarding any portion of the request for payment from each Party shall provide written notice of the dispute within thirty days after receipt of invoice.

**3. AUTHORIZED REPRESENTATIVES.**

**3(A). Fremont's Authorized Representative.** All services performed by Fremont under this Agreement shall be performed by, or under the supervision of Fremont's Authorized Representative. Unless otherwise designated in writing, Fremont's Authorized Representative shall be Suzanne Shenfil, the Director of the Human Services.

**3(B). Union City's Authorized Representative.** All services performed by Union City under this Agreement shall be performed by, or under the supervision of Union City's Authorized Representative. Unless otherwise designated in writing, Union City's Authorized Representative shall be \_\_\_\_\_.

**4. INFORMATION AND DOCUMENTATION.**

**4(A). Accounting Records.** Union City and Fremont shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and for a time period no less than four years. The accounting records to shall include at a minimum: documents which support Fremont's and Union City's costs and expenses related to this Agreement, including documentation of requests for services, services performed, invoices, and payments. Each party's accounting records shall be made available to the other party within a reasonable time after request, during normal

business hours.

**4(B). Ownership of Work Product.** All original documents prepared by each City (including its employees and agents) for this Agreement ("work product"), whether complete or in progress, are the property of that respective City.

**5. RELATIONSHIP BETWEEN THE PARTIES.** Union City and Fremont are each an independent "public agency", as defined by Government Code section 6500, and this Agreement does not create a separate legal entity. Each party shall, at all times, remain an independent public agency solely responsible for all acts of its employees or agents, including any negligent acts or omissions.

**5(A).** Fremont (including its employees and agents) is not Union City's agent and shall have no authority to act on behalf of Union City, or to bind Union City to any obligation whatsoever, unless Union City provides prior written authorization to Fremont. Fremont's employees are not officers or employees of Union City, and Fremont shall not be entitled to any benefits, right, or compensation other than that provided in this Agreement.

**5 (B).** Union City (including its employees and agents) is not Fremont's agent, and shall have no authority to act on behalf of Fremont, or to bind Fremont to any obligation whatsoever, unless Fremont provides prior written authorization to Union City. Union City's employees are not officers or employees of Fremont, and Union City shall not be entitled to any benefits, right, or compensation other than that provided in this Agreement.

**6. COMPLIANCE WITH LAW.** Each party shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), including laws related to the confidentiality of medical information (HIPAA) whether or not said laws are expressly stated in this Agreement.

**7. INSURANCE AND BONDS.**

**7(A).** Each party shall, throughout the duration of this Agreement, maintain insurance (including, for the purpose of this section, coverage under a Self-Insurance policy) to cover each of their respective interests related to work performed under this Agreement (including coverage for their employees and agents). Concurrently with the

execution of this Agreement, and prior to the commencement of any services, each party shall provide the other with written proof of insurance (certificates and endorsements), in a form acceptable to the other party. Each party shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance coverage required by this Agreement.

**7(B).** The parties hereby agree that, to the extent that a public officer has charge of any property, the public officer for each party shall be that parties' Authorized Representative. However, the parties further agree that, due to the nature of the services provided pursuant to this Agreement, the amount of any official bond, as otherwise required by Government Code section 6505.1, shall be \$0.

**8. INDEMNIFICATION.** Each party shall indemnify, defend and hold harmless the other party against and from any and all claims or suits for damages or injury to the extent caused by any negligent act or omission or willful misconduct of the indemnifying party in the performance of this Agreement and shall further indemnify, defend and hold harmless the other party against and from any and all claims or suits caused by any breach or default of any obligation of the indemnifying party hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

**9. TERM; IMPLEMENTING TASK ORDERS/TERMINATION**

The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until terminated. The parties may subsequently execute implementing task orders that operate within the scope of this Agreement, each of which may have its own scope of services, term, payment and other appropriate provisions not in conflict with this Agreement. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. If either party exercises its right to terminate this Agreement in accordance with this paragraph, payment shall be made for all services performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to any implementing task orders.

10. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specification) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give within ten days from receiving the notice, written assurance of due performance, which shall include a fair estimate and justification of the number of days required to cure the default, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
11. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**To: Fremont                      to: Union City**

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12. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
13. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
15. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
16. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of either party's duties be delegated, without the written consent of the other party. Any attempt to assign or delegate this Agreement without the written consent of the other party shall be void and of no force or effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.
17. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
18. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. In the event of any conflict between this Agreement and any exhibit or implementing service agreement, the terms of this Agreement shall control.
20. **EACH PARTY'S ROLE IN DRAFTING THE AGREEMENT.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall

rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

**21. NO THIRD-PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

**22. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Union City and Fremont. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF,** Fremont and Union City do hereby agree to the full performance of the terms set forth herein.

**CITY OF FREMONT**

**UNION CITY**

**Exhibit A**  
**TASK ORDER NO. 1 TO JOINT POWERS**  
**AGREEMENT BETWEEN THE CITY OF**  
**FREMONT AND**  
**UNION CITY**

This Task Order No. 1 ("Task Order No. 1") is made and entered into by and between the City of Fremont, a municipal corporation ("Fremont") and the City of Union City ("Union City").

**RECITAL**

- A. Fremont and Union City entered into an agreement entitled Joint Powers Agreement between the City of Fremont and the City of Union City for Human Services and Family Related Resources.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **INCORPORATION BY REFERENCE.** This Task Order No. 1 hereby incorporates by reference all terms and conditions set forth in the Agreement.
2. **SCOPE OF TASK ORDER.** Fremont/Union City shall perform the services described in Attachment "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
3. **PAYMENT.** For services performed by Fremont/Union City in accordance with this Task Order No. 1, Fremont/ Union City will compensate Fremont/Union City as set for in Attachment "B", attached hereto and incorporated herein by reference, and in accordance with the terms and conditions of the Agreement. In no event shall compensation under this Task Order No. 1 exceed \_\_\_\_\_.
4. **SIGNATURES.** The individuals executing this Task Order No. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the City and Union City.

**IN WITNESS WHEREOF, the City and Union City do hereby agree to the full performance of the terms set forth herein.**



**CITY OF FREMONT**

Signature:

\_\_\_\_\_

By:

Title:

Date:

**CITY OF UNION CITY**

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

By:

Title:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM

