

**AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
SOUTH COUNTY FIRE AUTHORITY
FOR
HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM**

THIS AGREEMENT, entered into this ____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SOUTH COUNTY FIRE AUTHORITY, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Environmental Health Services;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Schedules.

The following Schedules are attached hereto and incorporated by reference herein:

Schedule A—Services

Schedule B—Payments and rates

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Schedule "B," Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Schedule "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Schedule "A," County shall make payment to Contractor based on the rates and in the manner specified in Schedule "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED TWENTY-ONE THOUSAND DOLLARS, (\$621,000.00).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2004 through June 30, 2007.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor 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.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employee, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit.

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause.

This Agreement, including Exhibits A and B, attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Environmental Health
Attn: William Lent
455 County Center, 4th Floor
Redwood City, CA 94063

In the case of Contractor, to:

South County Fire Authority
600 Elm Street
San Carlos, CA 94070

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

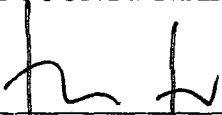
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SOUTH COUNTY FIRE AUTHORITY



Contractor's Signature
Date: 6/22/04

SCHEDULE "A"

SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments specified in Schedule B, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

- Contractor is required to staff the Joint Powers Authority's (JPA) County-wide Hazardous Materials Response Team to respond to emergencies as requested by the cities participating in the JPA.
- Contractor shall provide personnel to staff the County-wide Hazardous Materials Emergency Response Team (Team). In the event of a Hazardous Materials incident, the Team is dispatched and will assess and mitigate the incident. This may necessitate the donning and doffing of protective equipment, cleanup and repackaging of hazardous materials, and decontamination of victims and Team members.
- Contractor shall house the Hazardous Materials Response vehicle in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage.

COUNTY RESPONSIBILITIES (Designated County Agency - Health Services / Environmental Health Division):

- County shall provide the following:
 - An equipped Hazardous Materials Response vehicle.
 - Routine vehicle maintenance that will keep the vehicle available for emergency response.
 - Medical monitoring program for up to 24 Team members.
 - Employee training in scene management, identification, contamination/clean-up, rescue, decontamination procedures, and any other specialized training required.
 - On-call technical hazardous materials expertise.
- County shall review requests for required supplies, purchase approved supplies, and have vendors ship these supplies directly to the Contractor. Contractor shall provide the County documentation of receipt of these supplies (i.e.: verified packing slips).

SCHEDULE "B"

AMOUNT AND METHOD OF PAYMENT

In consideration of the services provided by Contractor in Schedule "A", County shall pay Contractor in the manner described below:

County shall reimburse Contractor quarterly for all expenses incurred in fulfilling the requirements of this Agreement. Those expenses include, but are not limited to, planning, staff shift differential pay, medical supplies, equipment, staff training, communications, vehicle maintenance, and protective equipment.

- Contractor shall submit a quarterly invoice detailing the shift differential pay expense incurred in support of this program for up to 24 Team members.
- Contractor shall submit a quarterly invoice for emergency vehicle maintenance services and unanticipated emergency supplies. Each such purchase shall not exceed \$1,500.
- Cellular phone invoices are paid monthly and will be reimbursed on a monthly basis, and Metricom, Inc. invoice is paid annually and will be reimbursed on an annual basis.
- County shall reimburse the Contractor for all expenses incurred in fulfilling the above requirements within thirty (30) days of receipt of Contractor's invoice.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: South County Fire Protection Authority
Contact Person: Daniel T. Belville, Battalion Chief
Address: 1000 Elm Street, San Carlos, CA 94070
Phone Number: 650 582-4755
Fax Number: 650 582-4714

II Employees

Does the Contractor have any employees? [X] Yes [] No

Does the Contractor provide benefits to spouses of employees? [X] Yes [] No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature: Daniel T. Belville
Title: Battalion Chief

Name (Please Print): Daniel T. Belville
Date: 6/7/04

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 5/6/04

TO: Priscilla Harris, Risk Manager

FROM: Mary Tappan FAX _____ PONY _____

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: South County Fire Authority

DO THEY TRAVEL:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

COVERAGE:

	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

CERTIFICATE OF INSURANCE

04-May-2004

PRODUCER
 Driver Alliant Insurance Services
 600 Montgomery Street
 9th Floor
 San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED South County Fire Protection Authority
 1070 Sixth Avenue #301
 Belmont, CA, 94002
 710

INSURERS AFFORDING COVERAGE
 Please refer to Coverages section below.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
General Liability						
Commercial General Liability	American Alternative Insurance Corporation	VFIS-CL-0022786-1/00	01-Aug-2003	01-Aug-2004	Each Occurrence	\$1,000,000
					General Aggregate	\$2,000,000
Automobile Liability						
All Owned, Hired, Non-Owned Aut	American Alternative Insurance Corporation	VFIS-CL-0022786-1/00	01-Aug-2003	01-Aug-2004	Combined Single Limit	\$1,000,000
Automobile Physical Damage						
	American Alternative Insurance Corporation	VFIS-CL-0022786-1/00	01-Aug-2003	01-Aug-2004	Coll. Ded	\$1,000
					Comp. Ded	\$1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE CONTRACT WITH THE INSURED TO HOUSE THE HAZ MAT RESPONSE VEHICLES.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER
 COUNTY OF SAN MATEO
 ENVIRONMENTAL HEALTH
 455 COUNTY CENTER, 4TH FLOOR
 REDWOOD CITY, CA 94063
 Attn: WILLIAM LENT
 10836 - 1779

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


**FIRE DISTRICTS ASSOCIATION OF CALIFORNIA - FIRE
ASSOCIATION SELF INSURANCE SYSTEM A JOINT POWERS
AUTHORITY (FDAC-FASIS)
1020 19TH STREET, SUITE 200, SACRAMENTO, CA 95814
(916) 491-1435 ~ Fax (916) 491-1436**

**WORKERS' COMPENSATION
CERTIFICATE OF COVERAGE**

CERTIFICATE NUMBER: 2003 - 2

CERTIFICATE HOLDER: ENVIRONMENTAL HEALTH

ATTN: BILL LENT
455 COUNTY CENTER
REDWOOD CITY, CA 94063

COVERED PARTY: SOUTH COUNTY FIRE PROTECTION AUTHORITY

DESCRIPTION OF COVERED ACTIVITY:

AS RESPECTS EVIDENCE OF WORKERS' COMPENSATION COVERAGE

MEMO POLICY NUMBER: FDAC-FASIS 7/87 Ed.	EFFECTIVE DATE: 7/1/2003
LIMITS: Workers' Compensation \$500,000 (per occurrence)	EXPIRATION DATE: 6/30/2004
LIMITS: Employers' Liability \$500,000 (per occurrence)	

THE FOLLOWING COVERAGE IS IN EFFECT:

Workers' Compensation coverage as defined in the Fire Districts Association of California Fire Association Self Insurance System Workers' Compensation and Employer's Liability Funding Agreement - FDAC-FASIS 7/87 Ed.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of such coverages.

Coverage is in effect as stated above and will not be canceled, limited, or allowed to expire except upon 30-days written notice to the certificate holder named above. However, failure to mail such a notice shall impose no obligation or liability of any kind upon the Fire Districts Association of California Fire Association of Self Insurance System a Joint Powers Authority, its agents, or its representatives.

Date Issued: 5/13/2004

Administrator: *Hugory L. Trout*



ATHENS ADMINISTRATORS

May 12, 2004

Environmental Health
455 County Center
Redwood City, CA 94063

Whom It May Concern:

This letter is to advise that South County Fire Protection Authority is a member of Fire District Association of California – Fire Association Self Insurance System which is a Joint Powers Association and is permissibly self-insured for workers' compensation in California. Their certificate number is 5404.

If necessary, this information can be confirmed by contacting the office of Self-Insurance Plans in Sacramento. Their phone number is (916) 483-3392.

Sincerely,

Jennifer Scheile
Jennifer Scheile
Administrative Assistant

*ok pmorse
5/13/04*