



AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
ROBERT SHAW & ASSOCIATES
for the
ENVIRONMENTAL REVIEW SERVICES

For the period of
7/1/2005 to 6/30/2006

Contact Person: Pascoe, Norman
Telephone number: (650) 802-5008

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ROBERT SHAW & ASSOCIATES FOR ENVIRONMENTAL REVIEW SERVICES**

THIS AGREEMENT, is entered into this ____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Robert Shaw & Associates, hereinafter called "Contractor";

W I T N E S S E T H:

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; and

WHEREAS, U.S. Housing and Urban Development (HUD) has required the preparation of environmental reviews including, but not limited to, Environmental Review Records (ERR) and National Environmental Policy Act (NEPA) forms, for all CDBG and HOME funded projects; and

WHEREAS, it is necessary and desirable that Robert Shaw and Associates ("Contractor") be retained to prepare the Environmental Review Records (ERR) and to complete the National Environmental Policy Act (NEPA) Forms for minor home repair program sites; and

WHEREAS, both parties now wish to enter into an Agreement, for Contractor to provide Environmental Review Services for the Department of Housing for the period of 7/1/2005 to 6/30/2006, for a total obligation of \$150,000.

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

<u>CONTRACT AMOUNT</u>	\$150,000	<u>CONTRACT TERM</u>	
		Start Date :	7/1/2005
		End Date :	6/30/2006
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>	
Director, Department of Housing		Robert Shaw, Principal, Robert Shaw & Associates	
262 Harbor Blvd., Bldg A		46 Del Oro Lagoon	
Belmont, CA 94002		Novato, CA 94949	

1. Exhibits

The following Exhibits and Attachments are attached hereto and incorporated by reference herein:

- Exhibit A: Program/Project Description
- Exhibit B: Method and Rate of Payment
- Exhibit C: Equal Benefits Compliance Declaration Form

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "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 one hundred fifty thousand dollars, [\$150,000.00].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 7/1/2005, through 6/30/2006.

This Agreement may be terminated by Contractor, the Director of the Department of Housing, 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

The 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 the 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 Contractor 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

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, employees 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 and attached hereto and incorporated by reference herein as Attachment "I," 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 the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties with regard to the matters herein contained and correctly states the rights, duties, and obligations of each party as of this document's date with regard thereto. Any prior agreement, promises, negotiations, or representations between the parties with regard to the matters herein contained not expressly stated in this document are not binding. All subsequent modifications to this Agreement must be in writing and signed by the parties in order to be enforceable.

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:
COUNTY OF SAN MATEO
DIRECTOR, DEPARTMENT OF HOUSING
262 HARBOR BLVD. BLDG. A
BELMONT, CA 94002**

**IN THE CASE OF CONTRACTOR, TO:
ROBERT SHAW & ASSOCIATES
ROBERT SHAW
46 DEL ORO LAGOON
NOVATO, CA 94949**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement for Environmental Review Services.

COUNTY OF SAN MATEO

By: _____
Richard Gordon, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ROBERT SHAW & ASSOCIATES

By: Robert Shaw, Principal
Print Name & Title

Signature

Date: _____

Long Form Agreement/Non Business Associate v 6/24/04

Exhibit A Program/Project Description

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Description of Services and Contractor's Responsibilities

A - Preparation of Environmental Review Records as required by HUD for all CDBG, HOME and ESG funded projects. These records may include:

- 1) Determination of the level of ERRs required for each project.
- 2) Preparation of ERR for each project. This may require a full Environmental Assessment using the HUD approved format per 24 CFR 58.36, an Environmental Review using a Statutory Worksheet for either categorically excluded projects or for exempt projects, or Continuation Statements. In preparing the ERRs, will field inspect each project site and surrounding area, and will contact persons or agencies as needed to gather information and develop source documentation list to be attached to ERR. Will prepare special studies that may be required by HUD regulations, such as noise, flooding, historic preservation, explosive/flammable operations, etc. If based on the ERR, it is determined that an Environmental Impact Statement (EIS) is required, preparation of such is not included in this contract.
- 3) Preparation of all correspondence, reports and notices in draft form, to be typed by County secretarial staff for the signature of the consultant or appropriate County Staff.
- 4) Preparation for publication of all notices that may be required. These include, but are not limited to, Flooding Notices, Findings of No Significant Impact (FONSI), and Notices of Intent to Request Release of Funds (NOI/RROF).
- 5) Provide all necessary forms and formats to complete the ERRs.
- 6) Advice County when certain experts must be hired to do specialized technical analyses (i.e. Archeologists to do a field reconnaissance, acoustician to measure certain types of noise, biologists to do a biological assessment). Consultant will recommend appropriate experts, and upon approval of County, shall hire such expert. Fees charged by such experts may be paid directly by County but such payment will be charged against the total amount of this contract.

B - Prepare HUD National Environmental Policy Act (NEPA) Environmental Review Forms for minor rehabilitation and/or acquisition of existing structures (residential, public facilities and commercial).

II. Description of County's Responsibilities:

County shall provide technical and clerical assistance to prepare official correspondence from drafts prepared by Contractor.

Exhibit B
Method and Rate of Payment

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

The amount of payment is established at \$85 per hour plus mileage (0.36/mile, excluding commute miles from consultant's office to San Mateo County), plus reimbursement for incidental expenses supported by invoices and receipts. Incidental expenses include, but are not limited to: non-commute bridge tolls, parking fees, toll telephone charges, purchase and development of film, purchase of certain items such as USGS maps, or publications and reports necessary to conduct reviews. Such maps, publications and reports shall become the property of San Mateo County and are to be made available to County staff and/or other consultants hired by County. Charges for meals or overnight lodging are not included unless approved in advance by County.

In no event shall the total payment to Contractor, including reimbursements for expenses, exceed a total of \$150,000.

Exhibit C
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor Robert Shaw & Associates
Contact Person Robert Shaw
Address: 46 Del Oro Lagoon
 Novatoo, CA 94949
Phone Number (510) 610-4398
Fax Number (415) 883-7279

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? 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)

- 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

Name (Please Print)

Title

Date

**EXHIBIT G
FINGERPRINTING CERTIFICATION FORM**

Agreement with

Robert Shaw & Associates

Robert Shaw

Name of Contractor and Representative

For

Environmental Review Services

Contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractor's employees, assignees and subcontractors or volunteers have contact.

Name (Signature)

Title

Date

ATTACHMENT I
Assurance of Compliance with Section §504
of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor (s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor (s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor (s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor (s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person (s) to coordinate its efforts to comply with the DHHS regulations.

Name of 504 Person - Type or Print

Robert Shaw & Associates
46 Del Oro Lagoon
Novato, CA 94949

Name of Contractor(s) – type or Print

I certify that the above information is complete and correct to the best of my knowledge.

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."