

# **A G R E E M E N T**

## **BETWEEN THE COUNTY OF SAN MATEO AND TETRA TECH, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TETRA TECH, INC., 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;

**WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of facilitating Countywide collaboration on Urban Area Security Initiative (UASI) grant funded projects.

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

**1. EXHIBITS AND ATTACHMENTS**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B - Payments and rates
- Attachment I - §504 Compliance

**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 TWENTY-TWO THOUSAND NINE HUNDRED FORTY-SIX DOLLARS AND NO CENTS (\$122,946.00).**

#### **4. TERM AND TERMINATION**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JANUARY 2, 2013** through **OCTOBER 31, 2013**.

This Agreement may be terminated by Contractor, the Sheriff or Sheriff's 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, resulting from the performance Contractor of any work required of Contractor or payments made pursuant to this Agreement.

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 insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. 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 I will comply with such provisions before commencing the performance of the work of this Agreement.

B. 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:

1) Comprehensive General Liability . . . . .	\$1,000,000
2) Motor Vehicle Liability Insurance . . . . .	\$1,000,000
3) 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, 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 AND OTHER REQUIREMENTS**

- A. *Section 504 applies only to Contractor 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.

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. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

## **13. 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.

**14. MERGER CLAUSE**

This Agreement, including the Exhibits 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

**15. CONTROLLING LAW AND VENUE**

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. NOTICES**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

San Mateo County Sheriff's Office  
ATTN: Sheriff  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

**In the case of Contractor, to:**

Tetra Tech Inc.  
ATTN: Jason Geneau  
1999 Harrison Street, Suite 500  
Oakland, CA 94612

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**TETRA TECH INC.**

BY:  \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
Andy Mazzeo  
(PRINTED NAME)

DATE: 12/5/2012 \_\_\_\_\_

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# EXHIBIT A

## SERVICES

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

### **I. SERVICES TO BE PERFORMED BY CONTRACTOR.**

- A. As the West Bay Planner within the UASI program structure, provide project management, administrative support and Countywide collaboration on UASI funded projects.
- B. Deliverables.

Task	Frequency	Deliverable
Attend OES Staff meetings (unless otherwise approved by the OES Director) for the duration of the contract agreement.	Weekly staff meetings	Verbal report out on activities and meetings for the week, written reports when applicable.
Represent the West Bay at all Bay Area UASI related meetings, trainings and functions. Meetings to include UASI Advisory Group Meetings, UASI Approval Authority Meetings, RCPT Public Health Advisory Group, Digital Sandbox and other meetings as assigned by the OES Director.	Consistent with the posted UASI Meeting Schedule.	Provide the OES Director with a verbal briefing or written summary report of the meetings within 7 days of the meeting date.
Provide briefings to the West Bay participants, to include overall status update and update on projects specific to the Operational Area and region.	At scheduled meetings and planning sessions pertaining to particular working groups, Approval Authorities, the Emergency Services Council, Coordinators, and County Board of Supervisors.	Verbal presentations at weekly OES Staff meetings verbal presentations accompanied by a written summary report at quarterly Emergency Services Council Meetings, Emergency Coordinators forums, and all applicable County Board of Supervisor Meetings.
Review existing data within the Digital Sandbox Risk Analysis Tool and provide analysis as it pertains to San Mateo County and the West Bay Hub in support of the funding priorities for the homeland security grants.	As directed by the Grant Implementation Guidelines.	Briefing and written reports as necessary to the Director of OES to be used in support of the priorities and allowable projects to be funded by the UASI grant
Facilitate planning sessions for Grant Funded Projects for participants in the UASI West Bay Hub in cooperation with the UASI Management Team and appropriate UASI Working Groups.	As directed by the UASI Grant Implementation Guidelines	Verbal briefing on the Implementation Guidelines and a written summary of the proposed projects along with completed Project Request forms as required by the UASI for consideration.
Customize and integrate UASI funded catastrophic plans into the San Mateo	Monthly meetings with Emergency	Through regular meetings with the Emergency Coordinators and/or



Task	Frequency	Deliverable
County Emergency Operations Plan with input from emergency managers at both the County and municipal agencies represented by the JPA.	Coordinators.	contract personnel a review of the existing EOP and the proposed plan annexes funded through previous UASI initiatives will be adapted and implemented within the County as well as provided to the JPA cities and towns for review and adaptation if desired.
Facilitate the execution of Homeland Security MOUs, modifications and reimbursement requests within the West Bay jurisdictions and the fiscal agent of the UASI Program.	MOUs will be processed within 90 days of receipt from the fiscal agent. Modifications and reimbursements will be processed on a quarterly basis or as directed by the grant authority.	Executed provisions of MOUs in accordance with Federal, State, and UASI guidelines.
Coordinate and facilitate the delivery of projects receiving UASI funds in the West Bay as detailed in the 2010, 2011, and 2012 agreements between the City and County of San Francisco and the County of San Mateo.	Meeting no less than quarterly with all project fund recipients within the San Mateo County/West Bay Hub Authority.	Provide quarterly written report to OES Director and UASI Authority on project status.
Provide staff support on behalf of San Mateo County to regional training and exercises funded through the Bay Area UASI and Regional Catastrophic Planning Grant Program (RCPGP) as requested.	Regular training and exercises as scheduled by the UASI Training and Exercise Program Team	Encourage San Mateo County and JPA cities and towns participation in training and exercise opportunities provided with UASI and RCPGP funding. Provide monthly updates after the training workgroup meetings.

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# EXHIBIT B

## PAYMENTS & RATES

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*In consideration of the services set forth in Exhibit A, Contractor shall County according to the following payments and rates:*

### **I. RATE OF PAYMENT.**

- A. County agrees to pay Contractor at **\$79.32 / HOUR**.
- B. Billable hours will not exceed 1,550 during the term of this contract.
- C. Reimbursement for travel expenses are not allowed unless pre-approval is obtained by the Sheriff or Sheriff's designee.

### **II. METHOD OF PAYMENT.**

- A. Contractor shall prepare and submit a **monthly invoice** for payment of services rendered in accordance with the policies and procedures established by the County's Controller's Office.
- B. County shall pay Contractor, upon receipt of an invoice and County's acceptance of services rendered. Each invoice submitted must include the following information, at a minimum:
  - 1. Agreement Number
  - 2. Time period covered
  - 3. Detailed statement of services/work completed for the invoiced period
  - 4. Contract amount expended to-date (*Example: \$7,932/100 hours expended, including this invoice*)
  - 5. Remaining contract balance (*Example: Contract balance - \$115,014/1,450 hours*)
- C. In any event, the total payment for services of Contractor shall **not exceed \$122,946**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

# 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 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 regulation.

**Andy Mazzeo**

Name of 504 Person - Type or Print

**Tetra Tech Inc.**

Name of Contractor(s) - Type or Print

**1999 Harrison Street**

Street Address or P.O. Box

**Oakland, CA 94612**

City, State, Zip Code

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

Signature

**Operations Manager**

Title of Authorized Official

**12/5/2012**

Date

\*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."

# County of San Mateo

## Contractor's Declaration Form

### I. CONTRACTOR INFORMATION

Contractor Name: **Tetra Tech Inc.** Phone: **302.283.2233**  
Contact Person: **Andy Mazzeo** Fax: **302.454.5980**  
Address: **1999 Harrison St.** **More than 2 employees:** ☒ Yes ☐ No  
City, State Zip: **Oakland, CA 94612**

### II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

### III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

### IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.
  - ☐ Contractor has no employees.
  - ☐ Contractor has no employees who live in San Mateo County.

*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

12/5/2012

Date

Andy Mazzeo

Name

Operations Manager

Title