



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
AGENDA**

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

December 18, 2015
Special Meeting
2:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Roll Call

2. Public Comment

3. Old Business

a. LAFCO Application – Update

To discuss the status of application for proposed “Rancho Santa Fe Fire Protection District Reorganization”: Dissolution of County Service Area No. 107 (Elfin Forest/Harmony Grove) and annexation to Rancho Santa Fe Fire Protection District

ACTION REQUESTED: [Information and/or direction to ad hoc committee](#)

4. New Business

a. Agreement with Rancho Santa Fe Fire Protection District for Fire Protection and Emergency Services for Harmony Village

To discuss and/or approve the agreement effective December 31, 2015 to provide emergency services for Harmony Village on an interim basis until the proposed reorganization of the Rancho Santa Fe Fire Protection District and County Service Area 107 is complete.

ACTION REQUESTED: [Approve contract and authorize the \(President or Fire Chief\) to execute the contract.](#)

5. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Special Meeting Agenda
Friday, December 18, 2015 2:00 pm (PT)

CERTIFICATION OF POSTING

I certify that on December 17, 2015 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on December 17, 2015



Karlana Rannals
Board Clerk

COUNTY CONTRACT NUMBER (Insert Number)
**AGREEMENT WITH RANCHO SANTA FE FIRE PROTECTION DISTRICT FOR FIRE PROTECTION AND
EMERGENCY SERVICES FOR HARMONY VILLAGE**

This Agreement (“Agreement”) is made and entered into on the date shown on the signature page (“Effective Date”) by and between the County of San Diego, a political subdivision of the State of California (“County”) and the Rancho Santa Fe Fire Protection District (“District”), with reference to the following facts:

RECITALS

- A. WHEREAS, the County, by action of the Board of Supervisors on June 18, 2013, Minute Order No. 4, authorized the Director of Purchasing and Contracting to negotiate new contracts with fire agencies, and upon successful negotiation and determination of a fair and reasonable price, award contracts to improve fire protection and emergency response services in the unincorporated area; and
- B. WHEREAS, the County of San Diego desires to contract with the Rancho Santa Fe Fire Protection District (RSFFPD) to provide fire protection services as described below on an interim basis, until the proposed reorganization of the RSFFPD and County Service Area No. 107 (CSA 107) is completed; and
- C. WHEREAS District is specially trained and possesses certain skills, experience, education and competency to perform these services; and
- D. WHEREAS District and County are empowered by law to provide fire protection services including fire suppression measures, fire protection measures and emergency response services; and
- E. WHEREAS the Chief Administrative Officer made a determination that District can perform the services more economically and efficiently than the County, pursuant to [Section 703.10 of the County Charter](#); and
- F. WHEREAS the Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. District shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of District by this Agreement.
- 1.2 District’s Representative. The person identified on the signature page (“District’s Representative”) shall ensure that District’s duties under this Agreement shall be performed on behalf of the District by qualified personnel; District represents and warrants that (1) District has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) District’s Representative has full authority to act for District hereunder. District and County recognize that the services to be provided by District’s Representative pursuant to this Agreement are unique: accordingly, District’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 “Termination for Default”, if District’s Representative should leave District’s employ, or if, in County’s judgment, the work hereunder is not being performed by District’s Representative.
- 1.3 District as Independent Contractor. District is, for all purposes of this Agreement, an independent Contractor, and neither District nor District’s employees or subcontractors shall be deemed to be employees of the County. District shall perform its obligations under this Agreement according to the District’s own means and methods of work which shall be in the exclusive charge and under the control of the District, and which shall not be subject to control or supervision by County except as to the results of the work. Neither District nor District’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 District’s Agents and Employees or Subcontractors. District shall obtain, at District’s expense, all agents, employees and subcontractors required for District to perform its duties under this Agreement, and all such services shall be performed by District’s Representative, or under District’s Representative supervision, by persons authorized by law to perform such services. Retention by District of any agent, employee or subcontractor shall be at District’s sole cost and expense, and County shall have no obligation to pay District’s agents, employees or subcontractors; to support any such person’s or entity’s claim against the District; or to defend District against any such claim.

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Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). District shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by District within 30 days after the effective date of the subcontract. Such subcontractors of District shall be notified of District's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to District services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 District Responsibility. In the event any subcontractor is utilized by District for any portion of the project, District retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of District Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. District shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by District or any of District's employees, even though such equipment may be furnished, rented, or loaned to District by County. The acceptance or use of any such equipment by District or District's employees shall be construed to mean that District accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of District, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 District shall repair or replace, at District's expense all County equipment or fixed assets that are damaged or lost as a result of District negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to District by County, or which District may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. District may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. District shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have District deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the District to retain the non-expendable property provided that the District submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the District to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

At County's discretion, District shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated

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from District and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. District shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. District shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. District shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All District work done as part of the Disentanglement shall be performed by District and will be reimbursed by the County at no more than District's costs, up to the total amount of this Agreement. District shall not receive any additional or different compensation for the work otherwise required by the Agreement. District's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by District of all asset-transfers and other obligations of District provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies District that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A District's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which District's obligation to perform the Services expires being referred to herein as the "Expiration Date"). District and County shall discuss in good faith a plan for determining the nature and extent of District's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that District's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

District shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of District pursuant to any other clause in Exhibit A herein, District shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between District and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, District shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.2.1

3.3.3 Delivery of Documentation

District shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by District, and District shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, District may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by District under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the District without the prior written approval of the County.

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- 3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay District the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). District shall provide and maintain an accounting and financial support system to monitor and control costs to assure completion of the Agreement. Invoices are subject to the requirements below.

4.1 Fiscal for Cost Reimbursement (Rev. 7/15/08)

- 4.1.1 General Principles. District shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the [Federal Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/circulars), including [A-122](#), which can be viewed at <http://www.whitehouse.gov/omb/circulars>. For-profit organizations shall use cost principles for commercial organizations set forth in the FAR (48 CFR part 31.2) to determine allowable costs. District shall comply with all federal, State and other funding source requirements. District shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. District shall submit annually to the County a cost allocation plan in accordance with OMB guidelines.
- 4.1.2 Travel Restrictions. Allowable travel costs as provided in the applicable cost principles may not exceed those established by the General Services Administration (GSA) available on-line at <http://www.gsa.gov/portal/category/21287>
- 4.1.3 Agreement Budget. In no event shall the Exhibit C Agreement budget total be increased or decreased prior to County approved Agreement amendment. In no event shall County pay District in excess of the amount identified on the Signature Page.
- 4.1.4 Administrative Adjustment. The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.
- 4.1.5 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

4.2 Invoices and Payment

- 4.2.1 Invoices For Reimbursement. District shall submit properly executed annual invoices to the Contracting Officer's Representative ("COR") for reimbursement of allowable costs associated with the work performed in the prior fiscal year. Payments will be paid as described in paragraph 4.2.2 below. District's annual invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with the debarment and suspension paragraph within Article 8.
- 4.2.2 Payments. County agrees to reimburse District after receipt of properly completed invoice. County will reimburse pursuant to the terms of Exhibit B. District shall maintain supporting documentation of expenses as specified in Articles 11 and 13. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.2.3 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to District for the invoice. This Agreement constitutes the entire Agreement between District and County. District shall be entitled only to reimbursement for allowable, allocable and reasonable costs associated with services pursuant to Exhibit A.
- 4.2.4 Final Fiscal Year End Settlements. District shall submit the final invoice for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each department. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement.
- 4.2.5 Final Agreement Settlement Date. District shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than 60

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calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.

- 4.2.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to District in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and District shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and District within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, District shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall District be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.2.7 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

4.2.7.1 Misrepresentation. District, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.2.7.2 Unauthorized Actions by Contractor. District took any action pertaining to this Agreement which required County approval, without having first received said County approval.

4.2.7.3 Default. District was in default under any terms and conditions of this Agreement.

4.2.7.4 Fees for Service. District implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval.

- 4.2.8 Withholding Of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.

- 4.2.9 Interpretation of Claim Provisions. As used in this Section, the term "claim" refers to a claim filed pursuant to [San Diego County Code of Administrative Ordinances Article V-A](#), "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims Against the County."

- 4.2.10 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall District exceed the Severability Limits.

- 4.2.11 Disallowance. In the event District receives payment from County for a service, for which reimbursement is later disallowed by County, the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to District under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.

- 4.2.12 Partial Payment. If District fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, District shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.

- 4.2.13 Project Generated Revenue. Project Generated Revenue realized by District in excess of the Agreement budget shall be utilized in support of the Project.

4.2.13.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.

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4.2.13.2 With COR approval, District may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.

4.2.14 Rate of Expense. District shall control its rate of expense in relation to units of service and anticipated revenues.

4.2.15 District shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, District's claim/invoice shall not exceed the approved budget.

Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate Federal, State or County District. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, District shall be liable for any costs or lost revenue resulting there from.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")

5.1.1 County's COR will chair District progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve District invoices for payment, audit and inspect records, inspect District services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and District. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the District to review the Agreement performance. At these meetings the COR will apprise the District of how the County views the District's performance and the District will apprise the County of problems, if any, being experienced. The District shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the District consider being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the District. Should the District not concur with the minutes, the District shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

6.2 Claims. District must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the District of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the District's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the District from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

7.1 Termination For Default. Upon District's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send District written notice specifying the cause. The notice will

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give District ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the District without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by District under this Agreement shall become the sole and exclusive property of County.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the District was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 County Exemption From Liability. In the event there is a reduction of funds made available by County to District under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to District and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.3 Termination For Convenience. Either party may terminate this Agreement by giving 90 days' written notice to the other party.
- 7.4 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. District shall at all times perform their obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. District shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. District certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. District shall comply with the provisions of [Title VII of the Civil Rights Act of 1964](#) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall District discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in [Article IIIk \(commencing at Section 84\)](#) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. District shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with [Title IX of the Education Amendments of 1972](#); [Title VII of the Civil Rights Act of 1964](#) (42 U.S.C. 2000-d), the [Age Discrimination of 1975](#) (42 U.S.C. 6101), [Article 9.5, Chapter 1, Part 1, Division 2, Title 2 \(Section 11135, et seq\) of the California Government Code](#), [Title 9, Chapter 4, Subchapter 6 \(Section 10800, et seq.\) of the CCR](#) and [California Dept of Social Services Manual of Policies and Procedures \(CDSS MPP\) Division 21](#).
- 8.6 AIDS Discrimination. District shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in [Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances](#).

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- 8.7 American With Disabilities Act (ADA) 1990. District shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. District shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. District agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude District from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and District's employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the District agrees that the District and the District's employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to District or District's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 District shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the District has with the County, if the District, or District's employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Hazardous Materials. District shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. District agrees that they will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. District agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. District agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. District shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any

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Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. District presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The District shall not employ any person having any such interest in the performance of this Agreement. District shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve District from any responsibility under this Agreement.
- 9.3.1. California Political Reform Act and Government Code Section 1090 Et Seq. District acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that District hired by a public District, such as County, may be deemed to be a "public official" subject to the Act if the District advises the District on decisions or actions to be taken by the District. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to District, District shall abide by the Act. In addition, District acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.3 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that District shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, District shall be free to compete for business on an equal basis with other companies.
- 9.3.1 If District, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, District shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require District to prepare such specifications or statements of work under this Agreement.
- 9.3.2 District may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and District shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of District or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. District shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, District must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. District agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate District's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

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At any time during normal business hours and as often as County may deem necessary, District shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the District to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require District immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event District fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to District any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. District will provide the following to their COR:
- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the District receiving notice of the audit.
 - 11.2.2 District shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
 - 11.2.3 District shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
 - 11.2.4 District shall provide COR a copy of the State or Federal audit's representative's response to the contractor's response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Availability. The materials described above shall be made available at the office of the District, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The District shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. District shall cooperate with any inspector assigned by the County to permit the inspector to determine whether District's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with District's performance.
- 12.2 Specification and Requirements. If any services performed by District do not conform to the specifications and requirements of this Agreement, County may require District to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the District to immediately take all necessary steps to ensure

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future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event District fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge District, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by District under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the District without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by District in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and District agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and District agree to only disclose confidential records where the holder of the privilege, whether the County, the District or a third party, provides written permission authorizing the disclosure. District understands that County must disclose certain records pursuant to the California Public Records Act (“the Act”). If District demands that County not disclose requested records District believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with District’s demand if District identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County’s notice to District of the request for disclosure of records. If District does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. District agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at District’s direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to District’s work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.
- 13.4 Maintenance Of Records. District shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. District shall provide any requested records to County within 48-hours of the request.
- 13.5 Custody Of Records. County, at its option, may take custody of District’s client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to District for examination and inspection.
- 13.6 Reports. District shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the District. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and District agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. District shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by District.
- 13.7 Evaluation Studies. District shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of District services or to provide information about District’s project.

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**ARTICLE 14
(RESERVED)**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. District shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. District shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The District shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from District and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.

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- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its District. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on District letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement.

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this Thirty-first day of December, 2015 (“Effective Date”) and shall remain in effect until the reorganization of the Rancho Santa Fe Fire Protection District and County Service Area No. 107 (CSA 107) is complete.

COMPENSATION: Pursuant to the payment terms specified in Exhibit C, County agrees to pay District in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer’s Representative (“COR”)

Aimee Agle, Administrative Analyst
5510 Overland Ave, Suite 100
San Diego, CA 92123
858/715-2208
858/565-3499
Aimee.Agle@sdcounty.ca.gov

DISTRICT’S REPRESENTATIVE. The District has designated the following individual as the District’s Representative.

Name and Title
Address
Address
Phone, FAX and email

IN WITNESS WHEREOF, County and District have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

Rancho Santa Fe Fire Protection District

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

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Exhibit A – Statement of Work

District agrees to the following provisions and to provide the following services in exchange for compensation under this Agreement.

District Services:

Starting on January 01, 2016, District agrees to provide fire protection and life safety services to Harmony Village and surrounding areas in CSA 107. Service will be provided by a three (3)-person advance life support capable fire apparatus from a temporary fire station facility located at the intersection of Harmony Grove Village Parkway and Harmony Grove Rd.

Specific functions the fire district will provide will include emergency dispatch services, fire suppression, paramedic level advanced life support at the first response level, field supervision, incident command and control, vehicle and technical rescue, hazmat response at the first responder operational level, response to hazardous conditions and public assistance requests, apparatus and equipment maintenance, logistical support and administration to include human resources, and insurance services including worker's compensation, liability, and vehicle.

District operates within a boundary drop agreement with all San Diego North Zone fire agencies, maintains automatic agreements with the Cities of Carlsbad, Del Mar, Encinitas, Escondido, San Diego, and Solana Beach and is a signatory to the State of California's Master Mutual Aid Agreement. This agreement shall not inhibit or prevent District from receiving mutual assistance or answering requests for mutual assistance from other fire departments or entities under mutual assistance or automatic aid agreements from surrounding agencies, areas within San Diego County, or other Counties within the State of California.

GENERAL:

- The DISTRICT will provide prevention related services that are in alignment with regional and industry standards using national, state and local standards and regulations and will have subject matter experts available to provide timely and responsive follow-up and consultation on all public inquiries, requests or complaints.

PLAN REVIEW/INSPECTION/ENGINEERING SUPPORT:

- The DISTRICT will perform all functions associated with or related to residential and commercial plan reviews.
- The DISTRICT will review, provide comments and perform all other functions associated with or related to all new and existing discretionary projects including all site inspections and project meetings associated with the project. This includes, but is not limited to all new and existing TM's, TPM's, MUP's or AD Permits.
- The DISTRICT will ensure that, where applicable, all State-mandated fire inspections are completed in accordance with the California Fire Code.
- The DISTRICT will ensure that all SDSO Licensing, Community Care Licensing and Community Event inspections are completed.

DEFENSIBLE SPACE:

- The DISTRICT will coordinate with Cal Fire and ensure that Defensible Space Inspections are completed for parcels located in CSA-107.
- The DISTRICT will process all vegetation/fire hazard reduction non-compliant properties for forced abatement.

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Exhibit B – Insurance Requirements

DRAFT

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Exhibit C – Payment Schedule

1. COMPENSATION

The County of San Diego agrees to pay District the negotiated sum of \$114,409.75 per month paid on a monthly basis, until June 30, 2016. If the reorganization is not completed, then effective July 1, 2016, the County of San Diego agrees to pay District the negotiated sum of \$118,252.00 per month, paid on a monthly basis.

This service fee shall include all personnel costs, administrative costs, and operating and maintenance costs to run temporary facility.

2. CLAIM FOR PAYMENT

District will submit an invoice to County, no later than the tenth day of each month, for prior month's services.

DRAFT