

**Agreement for Support Services – 03/12/14**

**COUNTY OF SAN LUIS OBISPO AND  
State of California Military Department**

THIS AGREEMENT FOR SUPPORT SERVICES ("Agreement") is entered into by and between the County of San Luis Obispo ("County") and State of California Military Department (The CMD) through its duly authorized officers (collectively, the "Parties"). For the purposes of this Agreement, the term "County" shall include all officers, employees, volunteers and agents of the County.

**RECITALS**

- A. Pursuant to California Government Code, The California Military Department (CMD) is responsible for emergency services, including fire medical and law enforcement, within the Camp Roberts jurisdictional boundaries. The CMD implements this responsibility through the Camp Roberts Director of Plans, Training and Security (DPTS), providing day to day emergency response.
- B. Pursuant to a master agreement ("County/CAL FIRE Agreement") between the County and the California Department of Forestry and Fire Protection ("CAL FIRE"), the County provides through CAL FIRE, its fire protection services provider, emergency response and related services to unincorporated areas of the County not otherwise served with fire protection services.
- C. CAL FIRE, the County Sheriff, and the California Highway Patrol (CHP) currently provide emergency response services to Camp Roberts under existing mutual aid and automatic aid agreements.
- D. The CMD has a need for services listed in Schedule A – Scope of Work and Rates for Services to assist with the day-to-day management and operations of the Camp Roberts DPTS.
- E. The County is willing and able to provide Camp Roberts with the services set forth in Schedule A – Scope of Work and Rates for Services, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

**I. SERVICES.**

The County shall provide services to Camp Roberts, as set forth in Schedule A, Scope of Work and Rates for Services. Services under this Agreement shall be performed by the County through CAL FIRE, its fire protection services provider pursuant to the County/CAL FIRE Agreement. These services will be provided by CAL FIRE employees, supervised by CAL FIRE,

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functioning as the County Fire Department, and subject to all CAL FIRE/County Fire governing statutes, policies and procedures.

This Agreement shall have no impact on current cooperative fire protection, automatic aid, and mutual aid agreements between Camp Roberts, the County, and/or CAL FIRE.

### II. **AUTHORITY**

This Agreement is entered into pursuant to the authority granted by California Government Code Sections 55603, 55603.5, 55632, 55606, 55642, and 61060.

### III. **SCHEDULES**

The County and the CMD agree to comply with the terms and conditions of this Agreement, including the Schedules which are attached hereto and are incorporated by this reference and made a part of the Agreement. In the event that any of the terms and conditions of the Schedules are inconsistent with the terms of this Agreement, the terms and conditions of the Schedules will prevail.

#### **A. Schedule A – Scope of Work and Rates for Services**

Schedule A defines the services to be provided to the CMD at Camp Roberts by the County and the cost of those services payable by the CMD to the County under this Agreement.

Schedule A shall be updated by the County and provided to the CMD no later than May 31 of each year, with Rates for Services during the subsequent County fiscal year (July 1 – June 30).

#### **B. Schedule B - Certification of Insurance.**

Schedule B shall be updated by the CMD and provided to the County no later than June 30 of each year.

### IV. **TERM**

This Agreement shall become effective as of the date of the final signature below and shall remain in force for five years from the effective date at which time it can be renewed unless terminated by either party in accordance with Section V below.

### V. **TERMINATION**

If the CMD fails to remit payments in accordance with the terms of this Agreement, the County may terminate this Agreement and all related services upon seven (7) days' written notice to the CMD.

Either party may terminate this Agreement for any reason upon sixty (60) days' written notice to the other party. The Agreement may be canceled immediately by written mutual consent.

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Upon termination of this Agreement, all amounts owing from the CMD to the County for services rendered shall be due and payable in accordance with terms of this Agreement.

### VI. **MODIFICATION**

This Agreement may be modified or amended by a written document executed by the parties.

### VII. **ADMINISTRATION**

The County Fire Department Chief will act as the contract administrator for the County for matters related to the Agreement, and unless otherwise specified, the Camp Roberts Garrison Commander will act as the Contracting Officers Representative (COR) for Camp Roberts and the CMD. These individuals will be available for contract resolution or policy intervention during the term of this Agreement.

### VIII. **PAYMENT FOR SERVICES**

The CMD shall pay to the County for services rendered pursuant to this Agreement the amounts set forth in Schedule A which is attached hereto and incorporated herein by reference.

For all services including Flat-Rate Billing Dispatch Services: a) the County shall invoice the CMD on a semi-annual basis, for the amounts as set forth in Schedule A; and, b) payments by the CMD shall be made to the County within thirty (30) days of the date of the invoice from the County.

For Per-Call Billing Dispatch Services: a) the County shall invoice the CMD annually during the second quarter of the calendar year for all dispatches completed the previous calendar year; and, b) payments by the CMD shall be made to the County within thirty (30) days of the beginning of the subsequent County fiscal year (July 1 – June 30) year.

Invoices shall include contractual costs as provided in Schedule A for those personnel employed, charges for operating expenses, equipment, and administrative services. "Contractual rates" means an all-inclusive amount as set forth in Schedule A.

### IX. **INSURANCE**

The CMD shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Camp Roberts, its agents, representatives, or employees.

#### A. **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Camp Roberts has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Camp Roberts will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Camp Roberts' operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
4. **Professional Liability/Errors and Omissions (Required if Dispatch Services are provided)** Insurance covering Camp Roberts' liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the CMD understands and agrees it shall maintain such coverage for a period of not less than five (5) years following this Agreement's expiration, termination or cancellation.
5. **Property Coverage (Required if Mobile Data Computer or Rip 'n Run Printer Information Technology Services are provided)** Local Agencies given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on the CMD Camp Roberts' insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

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If the CMD maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the CMD.

### **B. OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Camp Roberts; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Camp Roberts including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CMD Camp Roberts' insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the CMD Camp Roberts' **insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CMD Camp Roberts' insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the County.

#### ***Failure to Maintain Insurance***

The CMD's failure to maintain or to provide acceptable evidence that it maintains the required insurance for Camp Roberts shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the CMD, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the CMD resulting from said breach.

#### ***Waiver of Subrogation***

The CMD hereby grants to County a waiver of any right to subrogation which any insurer of said CMD may acquire against the County by virtue of the payment of any loss under such insurance. The CMD agrees to obtain any endorsement that may be necessary to affect this waiver of

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subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require The CMD to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, Camp Roberts must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

### **Separation of Insureds**

**All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.**

### **Verification of Coverage**

The CMD shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CMD's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

SLO County Fire Dept.  
Attn: Fire Chief

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635 N. Santa Rosa  
San Luis Obispo, CA 93405

**Subcontractors**

The CMD Camp Roberts shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**Special Risks or Circumstances**

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**X. NOTICES**

Notices required or permitted under this agreement shall be sent through U.S. Postal Service by certified mail. Notice shall be considered given upon deposit. Addresses for any such notices shall be:

For the County:  
Bill Winter  
SLO COUNTY FIRE DEPT  
635 N. Santa Rosa  
San Luis Obispo, CA 93405

**-and-**

County of San Luis Obispo  
Administrative Office  
1055 Monterey Street, Room D-430  
San Luis Obispo, CA 93408

For the CMD:  
ATTN: Purchasing and Contracting  
Box 12  
Office of the Adjutant General  
9800 Goethe Road  
Sacramento, CA 95826

**-and-**

ATTN: Garrison Commander  
Highway 101, Building 109  
Camp Roberts, CA. 93451-5000

Either party may designate a change of address in writing at any time.

**XI. AUDITS**

Since this agreement is over \$10,000, the parties shall be subject to examination and audit, in accordance with Government Code section 8546.7, for a period of three (3) years after final payment under the agreement. Upon reasonable notice from CAL FIRE/County Fire, the CMD shall make its records and books relating to this agreement available for management review and fiscal audit by the County at any time up to three years following final payment. Examination and audit shall be confined to those matters connected with performance of the agreement including, but not limited to, cost of administering the agreement.

Upon reasonable notice from the CMD, for a period of three (3) years after final payment under the agreement, the County shall make its records and

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books relating to this agreement available for audit by the CMD at the office of County Fire.

**XII. ENTIRE AGREEMENT**

This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.

**California Military Department**

Signature Thomas J. Clarke

Date 12 MAY/14

**CW4 Thomas Clarke,**  
Title Chief Contracting Officer, California Military Department

**COUNTY OF SAN LUIS OBISPO**

Signature \_\_\_\_\_  
Chairperson of the Board of Supervisors  
Of the County of San Luis Obispo  
State of California

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of  
the Board of Supervisors, County of  
San Luis Obispo, State of California

Date \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL EFFECT

RITA L. NEAL  
County Counsel

BY: Rita L. Neal

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*Chief* Deputy County Counsel

Date: 3/21/14

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### SCHEDULE A, Scope of Work and Rates for Services For Fiscal Year 2013-2014 (7/1/13-6/30/14)

Schedule A shall be updated by the County and provided to the CMD no later than May 31 of each year, with Rates for Services during the subsequent County fiscal year (July 1 – June 30) year. Updated schedules will be considered a part of this agreement.

**The County shall** provide the following services at a level commensurate with current standards established by the County Fire Department. (Check all that apply):

**Dispatch Services**

- a. For fires, medical aids, hazardous materials incidents, and other non-security or law enforcement-related emergencies:
  - 1. Dispatching of firefighting personnel under the control of Camp Roberts.
  - 2. Creation and delivery to Camp Roberts DPTS annual reports of dispatch activity, including response times and call types.
  - 3. Services will commence as soon as possible following the effective date of the agreement.
- b. For security, law enforcement, and related emergencies:
  - 1. Calls requesting emergency response will be routed by the 911 system to the appropriate PSAP (County Sheriff and/or the CHP) for dispatch.
  - 2. Procedures for these dispatches are not a part of this agreement. County Fire will have no responsibility for these dispatches.

**Mobile Data Computing Technology Services**

- a. All hardware, software, materials, supplies, wireless service, and labor required to install and maintain Mobile Data Computer(s) in 2 emergency response vehicles under the control of Camp Roberts.
- b. Installation of hardware and related items will be complete and services will commence as soon as possible following the effective date of the agreement.

**Rip 'n Run Printer Technology Services**

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- a. All hardware, software, materials, supplies and labor required to install and maintain 1 Rip 'n Run Printer(s) in facilities under the control of Camp Roberts.
- b. Installation of hardware and related items will be complete and services will commence as soon as possible following the effective date of the agreement.

**The CMD shall:**

- 1. Pay the County for services provided according to the following contractual rate schedule, and with all other terms of this agreement:

<b>Services Provided by County</b>	<b>Rate</b>	<b>Non-binding Estimated Total Cost for Year One</b>
Dispatch Services Flat-rate billing - OR - Per-call billing	\$ 25,000 annual flat rate (to be pro-rated for year one, from the date dispatching begins through 6/30/14)	N/A
For Per-call billing, rate is on a per-dispatch basis, and is based on the County's actual costs for dispatching. The rate will be charged for all dispatches which generate a CAD event number associated with Camp Roberts. These include, but are not limited to, events within Camp Roberts boundaries, requests for Camp Roberts resources on Mutual/Automatic Aid events (other than County Fire or CAL FIRE events), public service and other non-emergency events.		
<b>Services Provided by County</b>	<b>Year One Rate, including startup</b>	<b>Non-binding Estimated Rate for Year Two</b>
Mobile Data Computing Technology Services	<b>\$16,000</b> (2 MDCs @ \$8,000)	<b>\$4,000</b> (2 MDCs @ \$2,000)
Rip 'n Run Printer Technology Services	<b>\$1,000</b> (1 printer @ \$1,000)	<b>\$500</b> (1 printer @ \$500)

- 2. Obtain, install and/or provide, at its own cost, the following items prior to installation of hardware items by the County required to provide services under this agreement. The CMD may choose to have the following items

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provided by the County, in which case Camp Roberts will reimburse the County for actual costs. This reimbursement will be in addition to the costs outlined in Item #1 above.

- a. Public Internet Connection (bypassing military firewalls) using T1 or DSL connection and ongoing Internet Service with 1 static IP address(es).
- b. "Clean" 110/120 volt, 15 amp power connection for all equipment installations.
- c. Update Fire Station Base Station Radio                      Estimated cost \$4,000  
Narrow-band capable equipment:  
TK 5710 Kenwood Radio  
Telex / Vega DSP 223 – Remote Interface  
Comm Series ICT12912-15A –Power Supply  
CPI TRIO-16FSC-MOD-Handheld Remote (need 2)
3. Obtain, install and/or provide, at its own cost, all consumable supplies used by equipment provided by the County, including but not limited to: paper, toner, ink, ribbons, etc.
4. Provide the County with full access to facilities and vehicles needed to install equipment required to provide services under this agreement.

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**SCHEDULE B, Certification of Insurance or Self-Insurance**

NAME OF AGENCY: **California Military Department**

The County and its officers, agents, employees, and servants are included as additional insureds for the purposes of this agreement. The County shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in the agreement. For each type of insurance listed below, the CMD must either: 1) complete the certification below, or 2) provide certificates of insurance.

**SELF-INSURANCE CERTIFICATION BY CAMP ROBERTS FOR  
TORT LIABILITY**

This is to certify that CAMP ROBERTS has elected to be self-insured.

By:  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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**SELF-INSURANCE CERTIFICATION BY THE CALIFORNIA MILITARY DEPARTMENT CAMP  
ROBERTS FOR  
WORKER'S COMPENSATION BENEFITS**

This is to certify that the CMD has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700.

By:  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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**SELF-INSURANCE CERTIFICATION BY CAMP ROBERTS FOR  
CAMP ROBERTS-OWNED VEHICLES**

This is to certify that the CMD has elected to be self-insured for Department-owned or leased vehicles.

By:  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_