



HIRT Activity Report

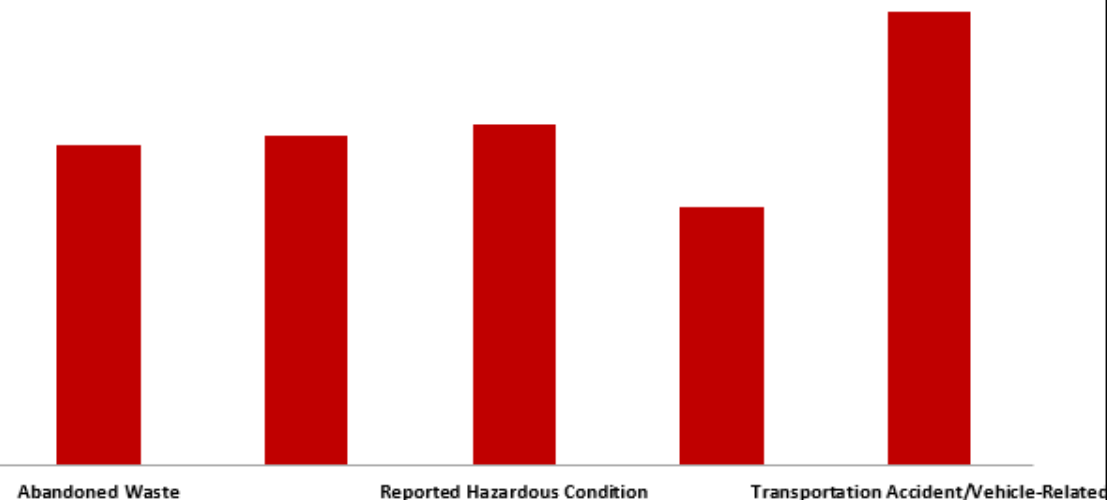
May -June 31, 2023



Incident Type By Jurisdiction

Incident Type By Jurisd	Abandoned Waste	Asbestos	Bio-Agent or Bio-Haz / Infectious Waste	Chemical Spill	Debris to Unauthorized Point	Drug or Drug Lab Related	Fire with Chemical Involvement	HME or Hazardous Chemical Storage	Pesticide Related	Radio logical Related	Reported Chemical Odor or Exposure	Spill Notification Only	Storage or Process Release (non-Transportation)	Transportation Accident / Vehicle-Related	Total
City															
Carlsbad	1	0	0	0	0	0	1	0	1	0	2	1	1	1	2
Chula Vista	1	0	1	0	0	2	0	0	0	1	0	1	1	1	4
Coronado	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0
Del Mar	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
El Cajon	1	0	0	0	2	0	0	0	0	0	2	2	1	1	4
Encinitas	2	1	0	0	1	0	0	0	0	0	0	0	0	0	2
Escondido	0	0	0	0	1	1	2	0	2	0	0	2	2	0	0
Imperial Beach	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0
La Mesa	0	0	0	0	1	3	1	0	0	0	1	1	0	1	0
Lemon Grove	2	0	0	0	0	1	1	0	0	0	1	1	0	0	0
National City	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Oceanside	0	0	0	0	1	1	1	0	0	0	3	0	3	2	1
Poway	0	0	0	0	0	0	0	1	0	0	2	0	0	0	3
San Diego	10	6	0	1	4	6	4	1	13	1	1	10	15	10	20
San Marcos	0	0	0	0	0	0	0	0	0	0	1	0	1	0	1
Santee	0	0	0	0	0	0	0	0	0	0	1	2	0	1	1
Solana Beach	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Vista	3	1	0	0	0	0	1	0	1	0	0	0	0	1	0
Unincorporated															
Unincorporated	10	1	0	0	7	6	2	2	1	0	1	5	8	5	1
Camp Pendleton	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2023 YTD Total	30	10	1	1	17	20	13	3	19	2	4	32	33	24	43

Highest Number of Responses by Incident Type



2023 HIRT Response Times Summary

% < 1 hr (1 call) or 1.5 hrs (2+ calls)

Month	Monthly Average	YTD Average
January	100%	100%
February	100%	100%
March	98%	98%
April	100%	99%
May	97%	99%
June	100%	99%
July	93%	98%
August		
September		
October		
November		
December		

Homemade Explosives, Santee



SDSO Bomb
squad



Sulfur



Methyltrichlorosilane, Carlsbad



Fentanyl, La Mesa



Propane Flaring, Chula Vista



DMT Extraction, Vista



163NB, Oils on the Freeway.



**MEMORANDUM OF AGREEMENT BETWEEN
CITY OF SAN DIEGO, SAN DIEGO FIRE-RESCUE DEPARTMENT AND OFFICE OF
EMERGENCY SERVICES ON BEHALF OF THE UNIFIED DISASTER COUNCIL FOR
HAZARDOUS INCIDENT RESPONSE TEAM SERVICES**

This Memorandum of Agreement ("MOA") is made by and among City of San Diego, San Diego Fire-Rescue Department (SDFD), a public entity, and the County of San Diego (County) by and through the Public Safety Group's (PSG) Office of Emergency Services (OES) on behalf of the Unified Disaster Council (UDC), per the Joint Powers Agreement, as of the date of last signature. The parties to this MOA may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, SDFD provides emergency response services to actual or threatened releases of hazardous materials, radiological, and select biological agents anywhere within the geographic boundaries of the response area, as referred to as Hazardous Incident Response (HIRT) related services to its clients.

WHEREAS, the UDC serves as the policy making body for the Unified San Diego County Emergency Services Organization and has final approving authority on all contracts and budgets pertaining to the HIRT program.

WHEREAS, the parties receive funds for the provision of certain HIRT services to their respective clients.

WHEREAS, the parties desire to enter into this MOA to establish their respective responsibilities to ensure emergency response to any hazardous material emergencies that are provided within the geographic area listed in Exhibit A, Statement of Work (SOW).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Administration of MOA:

- 1.1 Each Party identifies the following individual to serve as the authorized administrative representative for that Party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change shall become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each Party as follows:

<u>OFFICE OF EMERGENCY SERVICES</u> <u>(OES)</u>	<u>CITY OF SAN DIEGO, SAN DIEGO FIRE-RESCUE DEPARTMENT (SDFD)</u>
Shannon Nuzzo, Emergency Services Coordinator 5580 Overland Avenue, Suite 100 San Diego, CA 92123 (858) 715-2211 shannon.nuzzo@sdcounty.ca.gov	Robert Rezende, Battalion Chief / Hazmat Program Manager 600 B Street Suite 1300 San Diego, CA 92101 (619) 671-1056 rrezende@sandiego.gov

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2. Institution Rights and Responsibilities

2.1 SDFD shall:

- 2.1.1 Provide emergency response services to actual or threatened releases of hazardous materials, radiological, and select biological agents anywhere within the geographic boundaries of the response area.

2.2 OES on behalf of the UDC shall:

- 2.2.1 Serve as the policy making body for the Unified San Diego County Emergency Services Organization and provide final approval authority on all contracts and budgets pertaining to the HIRT program.

- 2.3 Both parties' responsibilities are further outlined in the attached Exhibit A- Statement of Work.

3. **Indemnity:** County shall not be liable for, and SDFD 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 SDFD 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. SDFD 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.
4. **Insurance:** For insurance requirements, please find Exhibit B attached.
5. **Conformance with Rules and Regulations:** All parties shall be in conformity 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. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** SDFD certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to 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. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. 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.

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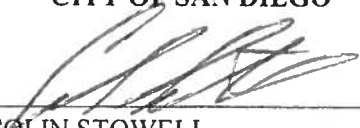
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:** SDFD shall comply with all applicable federal and State laws pertaining to the privacy and security of Protected Information including, but not limited to, California Civil Code Section 1798, California Civil Code Section 56.10, California Welfare and Institutions Code Section 827, and California Penal Code Section 1203.
15. **Term:** This agreement shall become effective on the date all parties have signed this agreement and be in force until **June 30, 2028**. This agreement shall become effective on the date all parties have signed this MOA and be in force until terminated.
16. **Termination for Convenience:** County may, by written notice stating the extent and effective date, terminate this agreement for convenience in whole or in part, at any time.

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IN WITNESS HEREOF, the Parties have executed this MOA on the date of last signature below.

CITY OF SAN DIEGO

By: 
COLIN STOWELL
Fire Chief, San Diego Fire-Rescue
Department

Date: 6/15/23

**SAN DIEGO FIRE RESCUE
DEPARTMENT**

By: 
COLIN STOWELL,
Fire Chief, San Diego Fire-Rescue
Department

Date: 6/15/23

**UNIFIED SAN DIEGO COUNTY
EMERGENCY SERVICES
ORGANIZATION**

By: 
JEFF TONEY,
Director, OES

Date: 6/20/23

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UNIFIED DISASTER COUNCIL
AGREEMENT WITH CITY OF SAN DIEGO, SAN DIEGO FIRE-RESCUE DEPARTMENT
FOR HAZARDOUS INCIDENT RESPONSE TEAM SERVICES
EXHIBIT A – STATEMENT OF WORK**

1. Scope of Work/Purpose

- 1.1. The County of San Diego, on behalf of the Unified Disaster Council (UDC), seeks to formally contract with a contractor that is qualified as a Hazardous Incident Response Team (HIRT). The HIRT is comprised of Hazardous Materials Specialists (HMS) from County of San Diego (COSD) Department of Environmental Health and Quality (DEHQ), and San Diego Fire-Rescue Department (SDFD). The contractor shall provide emergency response service to actual or threatened releases of hazardous materials, radiological, and select biological Agents anywhere within the geographic boundaries of the response area as defined in Part Three of this Statement of Work (SOW). Hazardous materials are defined as any substance listed as hazardous under Federal or California law, or any material that may be considered dangerous to life, property, or the environment. All emergency response shall be in accordance with the most current San Diego County Operational Area Hazardous Material Area Plan and the ICS System.
- 1.2. The contractor shall provide all personnel, materials, and equipment necessary to perform the required response contract. The contractor shall also provide, as necessary, all administrative and supervisory personnel to ensure that emergency response personnel are available on a 24-hour a day basis and that responses are conducted in accordance with the specifications of the San Diego Operational Area Hazard Material Area Plan and the ICS System. Supervisory personnel shall report to the HIRT Policy Committee through the HIRT Administrator to provide overall oversight of the program and to resolve any problems that may arise.
- 1.3. The contractor can develop outside resources (such as mutual aid agreements or memorandums of understanding with other hazmat response agencies) that will allow rapid and effective response to unusually large or difficult incidents. These agreements will be outlined in the HAZMIT Area Plan. The contractor can help to facilitate relationships with outside resources that can be transitioned to formal agreements that will be processed through the UDC.
- 1.4. The contractor shall provide guidance to the responsible party on hazardous material spill notifications required by local, state, and federal regulations. If the responsible party is unable, the contractor will make hazardous materials spill notifications including but not limited to:
 - 1.4.1. Emergency 9-1-1
 - 1.4.2. Certified Unified Program Agencies (CUPA) which is the County Department of Environmental Health and Quality in San Diego County
 - 1.4.3. California State Warning Center
 - 1.4.4. National Response Center
 - 1.4.5. County Agriculture, Weights and Measures for pesticide spills
 - 1.4.6. Respective school district(s), for spills within ½ mile of a school
 - 1.4.7. California Department of Fish and Wildlife

2. Background Information

- 2.1. The Unified San Diego County Emergency Services Organization is a joint powers body comprised of the County of San Diego and the eighteen (18) incorporated cities located within the county. The Hazardous Materials Incident Response Team (HIRT) program is responsible for emergency response to any and all hazardous material emergencies that occur within the geographic boundaries of San Diego County when requested by a Joint Powers Agreement (JPA) member. The HIRT Policy Committee is the governing body for the HIRT program. The UDC, as

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the Policy making body for the Unified San Diego County Emergency Services Organization, has final approving authority on all contracts and budgets pertaining to the HIRT program.

- 2.2. There are an average of approximately 450 hazardous materials incidents that occur within the response area each year. The average length of each incident is 3.5 hours. Incidents range in severity from small spills or releases to illegal drug laboratories to major chemical release emergencies that threaten entire neighborhoods. Emergency response activities include mitigation actions, hazard identification, and evaluation of the threat to local populations and the environment. The contractor may be requested to arrange for coordination of cleanup of the affected area when a responsible party cannot be identified. Responsibilities under this contract focus on emergency response. Cleanup remains the responsibility of the spiller or property owner.
- 2.3. The Hazardous Materials Incident Response Team program operates under the Incident Command System (ICS) as defined in the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The contractor must be able to effectively operate under, ICS, SEMS, and NIMS. The contractor will act as an advisor to, and perform all functions required for release or spill mitigation under the direction of the Incident Commander.
3. Geographical/Regional Service Area(s):
 - 3.1. Contractor shall provide the services described herein within the geographic region enclosed by the borders of the City of San Diego.
4. Response Times
 - 4.1. Contractor shall provide the services described herein to accomplish the following response times and delivery standards:
 - 4.1.1. For the service area, the contractor shall meet a maximum response time of sixty minutes (60) for ninety percent (90%) of all hazardous material incident calls dispatched. A second, simultaneous response will require a maximum response time of ninety (90) minutes. Incident response time begins at time of HIRT dispatch and ends when the first HIRT unit arrives at the scene.
 - 4.1.1.1. Each month, the contractor shall document in writing, in a manner mutually agreed upon by the contractor and the HIRT Policy Committee, each call dispatched which was not responded to within the required response time. The contractor shall make every reasonable effort to identify the cause of delayed response times and shall document efforts to eliminate the repetition of events that caused the poor response time performance.
 - 4.1.2. Response Time Exemptions: It is understood that "unusual circumstances" beyond the contractor's reasonable control can cause response times that exceed the standards. These "unusual circumstances" include remote locations, severe weather conditions, disaster, or periods of very high demand on the system, which is defined as three or more hazardous material incidents occurring at the same time. Any "unusual circumstance" not specifically identified shall be approved at the discretion of the Time Performance Rating Team as outlined in Section 4.1.3 of this contract.
 - 4.1.2.1. Equipment failure, or lack of resources shall not be grounds for release from the general response time standards.

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- 4.1.3. Time Performance Rating: The Time Performance Rating Team will be comprised of the HIRT Policy Subcommittee. The Time Performance Rating Team will meet with the contractor every other month to assure that response times and delivery standards are being met.
- 4.1.3.1. If the Team determines that time/delivery standards are not being met, it will make recommendations on corrective action to the contractor. If the contractor feels that any incident or groups of incidents should be exempt from the response time standards due to unusual circumstances beyond the contractor's reasonable control, they may request that these runs be excluded from response time performance calculations. If the Team concurs that the circumstances do fit the exemption criteria, they shall allow such exemptions in calculating the overall response time performance.
- 4.1.3.2. For those non-exempted responses that fail to meet the pre-designated response times in excess of 10%, a \$500 penalty will be imposed on the contractor. If a penalty is imposed, County Office of Emergency Services (OES) on behalf of the UDC, will invoice DEHQ and SDFD separately and equally.
5. Reporting: The Contractor shall provide the following reports:
- 5.1. All outside resource and/or mutual aid agreements as outlined in section 1.
- 5.2. Monthly report of each call that was not responded to within the required response times, as outlined in section 4.1.1.
- 5.3. Response times per JPA member, bi-monthly, to the Time Performance Rating team as outlined in section 4.1.3.
- 5.4. General oversight reports, as requested or as required, for UDC briefing.
6. Mitigation/Control Responsibilities:
- 6.1. Contractor shall provide the services, described herein, to accomplish the following mitigation and controls:
- 6.1.1. Respond to reported events for evaluation and advise the Incident Commander (IC) on additional local, state, federal, and private sector resources required to manage and/or mitigate the problem.
- 6.1.2. Perform technical response procedures in accordance with standard operating procedures, personal protection guidelines, CCR Title 8, Section 5192 and any other applicable State regulations.
- 6.1.3. Request, when required, use of the State of California Emergency Reserve Account (ERA) for emergency cleanup.
- 6.1.4. Provide technical expertise, assistance, and equipment at the incident and shall perform duties as directed by the IC. The shipper, spiller, and/or owner are responsible for the recovery and cleanup stage of the incident.
- 6.1.5. Coordinate and act as the IC's agent in the management of cleanup operations.
7. Public Health and Safety Responsibilities:
- 7.1. Contractor shall provide the services described herein to accomplish the following health and safety mission:
- 7.1.1. Perform or assist in the identification of unknown spilled materials at the scene.

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- 7.1.2. Act as a technical advisor on characteristics, and/or direct health and environmental effects of hazardous materials at the scene.
 - 7.1.3. Assist the Incident Commander (IC) in determining the necessity for evacuation and in establishing reentry criteria.
 - 7.1.4. Sample contaminated soil, water, or air during the emergency to determine the extent of contamination and identify any public health concerns.
 - 7.1.5. Coordinate analytical laboratory support, as needed.
 - 7.1.6. Work with the IC to provide expertise and assist in the coordination of efforts to identify potential sources of hazardous material releases.
 - 7.1.7. Furnish information on proper protective procedures at the scene.
 - 7.1.8. Recommend cleanup levels and audit adequacy of cleanup both during and after the emergency.
 - 7.1.9. Assist the IC in obtaining financial or other resources necessary for the required cleanup.
 - 7.1.10. Assist the agency having jurisdiction in obtaining appropriate enforcement action against any responsible party.
 - 7.1.11. Provide on-scene liaison with Poison Control, Emergency Medical Services, and State and Federal agencies.
8. Overall Capabilities and Operations Required for Both Mitigation and Health:
- 8.1. The hazardous incident response team members provided by the contractor must be able to perform the following functions:
 - 8.1.1. Understand the definition of hazardous materials and the risks associated with them at an incident.
 - 8.1.2. Understand potential outcomes associated with a hazardous material emergency.
 - 8.1.3. Ability to recognize the presence of hazardous materials in an emergency.
 - 8.1.4. Ability to identify hazardous materials incidents including chemical, biological, radiological, nuclear, and explosive (CBRNE) incidents.
 - 8.1.5. Understand the role of the first responder awareness individual in the employer's emergency response plan, including site security and control as well as the DOT Emergency Response Guidebook.
 - 8.1.6. Ability to recognize the need for additional resources and advise IC to make appropriate notifications.
 - 8.1.7. Knowledge of basic hazard and risk assessment techniques.
 - 8.1.8. Ability to select and use proper specialized personal protective equipment.
 - 8.1.9. Understanding of basic hazardous material terms.
 - 8.1.10. Ability to perform basic and advanced control, containment and/or confinement operations within the capabilities of the resources and personal protective equipment (PPE) available within the unit.
 - 8.1.11. Understand and implement decontamination procedures.
 - 8.1.12. Understand the relevant Standard Operating Procedures (SOP) and termination procedures for incidents (demobilization).
 - 8.1.13. Ability to work with an employer's emergency response plan.
 - 8.1.14. Ability to classify, identify and verify known and unknown materials by using field survey instruments and equipment.

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- 8.1.15. Be able to function within an assigned role in the incident command system.
- 8.1.16. Understand basic chemical and toxicological terminology and behavior.
- 8.1.17. Understand hazardous materials medical management protocols as established by the California Emergency Medical Services Authority (EMSA).
- 8.1.18. Be able to perform all necessary functions during the primary aspects of a spill/release which include:
 - 8.1.18.1. Identification
 - 8.1.18.2. Rescue/Evacuation
 - 8.1.18.3. Isolation/Deny entry
 - 8.1.18.4. Contain/Control
 - 8.1.18.5. Exposure Protection
- 8.1.19. Work with the ICS, ensure that a backup team is provided as a rescue team for personnel working in the exclusion zone. The backup team shall be protected at the appropriate level of protection as the team(s) working in the exclusion zone. Line of sight contact among personnel operating in the exclusion zone should be maintained, to the extent possible. The backup team must also visually monitor operating personnel within the exclusion zone, to the extent possible.
- 8.1.20. Be capable of communicating with first responder agencies, dispatch centers and other State and Federal regulatory agencies while enroute or on-scene.
- 8.1.21. Be able to demonstrate the capabilities listed above in the field.
- 8.1.22. Be able to effectively communicate with the IC.

9. Training:

- 9.1. All members of the team are to be trained to the HazMat Technician level, as defined by Title 19, California Code of Regulations, Chapter 1, Subchapter 2, Sections 2510-2560, at a minimum.
- 9.2. All members of the team are to be trained to perform entry in all levels of protective equipment.
- 9.3. Upon request, the contractor will agree to provide training of forty-eight (48) hours per zone, per year on services provided by HIRT as well as how HIRT is dispatched.

10. References:

- 10.1. SAN DIEGO COUNTY OPERATIONAL AREA HAZARDOUS MATERIALS AREA PLAN.
- 10.2. California Code of Regulations Title 8, Section 5192.
- 10.3. California Code of Regulations, Title 19, Chapter I, Subchapter 2, Sections 2510-2560.
- 10.4. 29 Code of Federal Regulations, Section 1910.120.
- 10.5. National Fire Protection Association Standard 470.
- 10.6. National Fire Protection Association Standard 473.

11. Privacy Statement:

- 11.1. Contractor shall comply with all applicable federal and State laws pertaining to the privacy and security of Protected Information including, but not limited to, California Civil Code Section 1798, California Civil Code Section 56.10, California Welfare and Institutions Code Section 827, and California Penal Code Section 1203.

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EXHIBIT B – INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, 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 and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001. Policy shall contain a Pollution Coverage Endorsement (MCS-90) or Pollution Liability-Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms, Form # CA9948 0306.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions)
- E. Contractors' Pollution Legal Liability and Errors and Omissions covering environmental pollution events arising from or related to work performed under the contract.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per occurrence or claim with an aggregate limit of not less than \$4,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall

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provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

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

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO form CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

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8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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1. **Compensation:** Payment of services, under Exhibit A, Statement of Work will be fixed price after County review and acceptance of required deliverables and payment structure.
2. **Payment Schedule:** This is a fixed price contract. All requests for payment are subject to County approval based upon submitted documentation at the time of invoice.
 - 2.1. Any unused funds each fiscal year will be carried over to the following year, in a Trust Fund maintained by the Unified Disaster Council (UDC) for use in future contract years.
 - 2.2. Office of Emergency Services (OES) will facilitate cost recovery under the HIRT Program.

	ANNUAL AMOUNT
INITIAL TERM	
7/1/23-6/30/24	\$1,303,262
7/1/24-6/30/25	\$1,420,556
OPTION PERIOD 1	SDFD shall submit budget 45 days prior to the start of each
7/1/25-6/30/26	Option Period.
OPTION PERIOD 2	SDFD shall submit budget 45 days prior to the start of each
7/1/26-6/30/27	Option Period.
OPTION PERIOD 3	SDFD shall submit budget 45 days prior to the start of each
7/1/27-6/30/28	Option Period.

3. **Invoices**

- 3.1. Contractor shall submit one monthly invoice with required reports to the County by the 20th of the following month.
- 3.2. Invoices should include signature approval and date of signature.
- 3.3. Invoices and reports shall be submitted via email to OES.AP@sdcounty.ca.gov and the COR. If COR requests the invoices to be submitted via mail, they shall be mailed to the following address:

Office of Emergency Services
ATTN: Emergency Services Admin
5580 Overland Avenue Ste 100
San Diego, CA 92123-1239

- 3.4. Invoices must contain the following certifications:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the federal System for Award Management (SAM:

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<https://sam.gov/SAM/pages/public/index.jsf>), the federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

Printed Name

Signature

Date