

**AMENDMENT TO AGREEMENT FOR HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

THIS AMENDMENT TO THE AGREEMENT FOR HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES, is entered into this 5th day of May 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Consolidated Fire Department, hereinafter called "Contractor";

W I T N E S S E I H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for Hazardous Materials Emergency Response Team services ("Agreement") on June 13, 2023, which became effective July 1, 2023 and would otherwise expire on June 30, 2026; and

WHEREAS, the parties wish to amend the Agreement to increase the term by two years, ending on June 30, 2028, and increase the not to exceed amount by \$2,023,592, for a total Agreement amount not to exceed \$4,596,992 (the "Amendment")

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

The following sections of the Agreement (Sections 1 through 4 and the corresponding Exhibits referenced in those sections) are hereby amended to state as follows. Except as stated, all other terms and conditions of the Agreement not otherwise in conflict with this Amendment shall remain in full force and effect.

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services, as revised and dated May 5, 2026

Exhibit B – Payments and Rates, as revised and dated May 5, 2026

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, as revised and dated May 5, 2026, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, as revised and dated May 5, 2026.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A as revised and dated May 5, 2026, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B as revised and dated, May 5, 2026. County reserves the right to withhold payment if County reasonably and in good faith determines that the quantity or quality of the work performed is unacceptable. Prior to withholding any payment under this Section, County shall meet and confer with Contractor in good faith to discuss any perceived work deficiencies and allow Contractor a reasonable time to cure any perceived defects in the services rendered. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR MILLION, FIVE HUNDRED NINETY-SIX THOUSAND, NINE HUNDRED NINETY-TWO DOLLARS (\$4,596,992)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2023, through June 30, 2028**.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo Consolidated Fire Department


Matthew Turturici (Apr 8, 2026 11:16:18 PDT)
Contractor Signature

08/04/2026
Date

Matt Turturici
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A (Revised May 5, 2026)

In consideration of the payments set forth in Exhibit B as revised and dated, May 5, 2026, San Mateo Consolidated Fire Department shall provide the following services:

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY San Mateo Consolidated Fire Department.

In consideration of the payments set forth in Exhibit B as revised and dated, May 5, 2026, San Mateo Consolidated Fire Department ("SMC Fire" or "Contractor") shall perform the following municipal functions:

- Delineation of the responsibilities, cost reimbursements, terms, and administrative processes, related to responding to incidents involving hazardous materials.
- Specification of the role of the Countywide Emergency Services Council in responding to incidents involving hazardous materials.
- Specification of the administrative duties of the assigned Chief Officer as described herein.
- SMC Fire shall staff the Countywide Emergency Services Joint Powers Authority's (CES-JPA) Countywide Hazardous Materials Incident Response Team ("Team") and shall respond to all hazardous materials emergencies as requested by the cities participating in the CES-JPA.
- SMC Fire shall provide all firefighter personnel necessary to staff the Team. In the event of a hazardous materials incident, the Team shall be dispatched to, and will promptly assess, respond, and mitigate the incident. This may necessitate the wearing of protective equipment; use of specialized detection and mitigation tools, equipment, and supplies; entry into potentially contaminated sites; clean-up and re-packaging of hazardous materials; establishment of a hazardous materials incident command post; coordination with responding County Environmental Health Hazardous Materials Specialists; consultation with other responding public safety personnel, other city/county officials; and with appropriate dispatch personnel; decontamination of victims and Team members; and cordoning off affected areas and sites with direction/assistance to local public safety personnel.
- SMC Fire shall house and protect JPA Hazardous Materials ("Hazmat") Response vehicle(s) and specialized hazardous materials response equipment and supplies, as outlined in the Equipment/Property Storage and Use Agreement between SMC Fire and County, and shall maintain an accurate inventory of all JPA-owned Hazmat vehicles, equipment and supplies, and supply same to the County Office of Emergency Services on a designated schedule, not more often than quarterly.
- SMC Fire's Chief Officer, or designee, shall participate in Emergency Services Council meetings and activities, as a working staff member with duties as assigned, similar to other staff including the Department of Emergency Services, and the County Environmental Health Hazardous Materials Program Supervisor.

2. ADMINISTRATIVE DUTIES OF CHIEF OFFICER.

Subject to the approval of the Director, Department of Emergency Management, which shall not be unreasonably withheld, SMC Fire shall employ and designate a Chief Officer to perform the duties specified herein. The Chief Officer's qualifications and duties shall be as follows:

A. Qualifications

- Be a full time employed Chief Officer
- Possess a Hazardous Materials Technician/Specialist Certification.
- Have the ability to work within the parameters set forth by the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

B. Duties

1) Emergency Response.

- When available, the Chief Officer shall respond to all calls for Hazmat response service which occur during the assigned Chief Officer's scheduled work hours - including response to emergencies and incident management of scene. It will be the sole discretion of the Chief Officer

to decide if his/her response is necessary due to the specific nature of the required Hazmat Response.

- The Chief Officer should respond as part of the Hazmat Response after normal duty hours as needed.
- In the absence of the Chief Officer, the on-duty Battalion Chief will be advised of Hazmat deployments and respond as needed.

2) Manage Team Equipment & Gear.

- Manage Hazmat team equipment needs and plan future/replacement needs.
- Routine vehicle maintenance as outlined in the Equipment/Property Storage and Use Agreement between SMC Fire and County, that will keep said vehicles available for emergency response.
- Develop and provide specifications for all Hazmat specialized equipment.
- Order approved capital equipment; take possession of said equipment and perform all activities required to bring new equipment to a state of readiness.
- Inventory and order tools, specialized clothing/gear and small equipment for team as needed.
- Assess and manage maintenance requirements for all existing team equipment, clothing and gear.
- Organize multi-agency attendance for equipment demonstrations.
- Stay current with new developments, equipment, products and services relating to Hazmat response operations.

3) Ongoing Management.

- Manage requests from Team members to replace and upgrade equipment.
- Manage daily activities as they relate to Hazmat operations (staffing, training, purchases, maintenance, etc.).
- Coordinate annual physical examinations of Team members.
- Assist in recruitment and provide orientation for new Team members.
- Plan for Hazmat Team meetings; establish agenda, schedule and chair team meetings.
- Stay current with statutory changes, new legislation or technical requirements as relate to Hazmat operations in San Mateo County/Statewide.

4) Liaison Duties.

- Serve as primary liaison with County Environmental Health Hazardous Materials Unit Supervisor.
- Serve as SMC Fire staff member for Countywide Emergency Services Council activities.
- Attend meetings as required and respond to requests for information or brief reports related to Hazmat Team activities.
- Serve as liaison with SMC Fire management and communicate important policy, budget, projects, or other information originating from the Emergency Services Council promptly to authority management.
- Assist in researching, developing and preparing annual Hazmat operating budget and any requested capital equipment budget per Exhibit B as revised and dated May 5, 2026.
- Attend meetings and assist in presenting annual budget to the Emergency Services Administrative Committee and Council.
- Assist in communicating and resolving any billing or other contractual issues, in coordination with County Environmental Health and/or the Emergency Services Council financial manager.
- Provide representation to, and attend meetings as required, with San Mateo County Bomb Squad, SWAT Team, and Public Safety Dispatch Services.
- Attend meetings as directed by SMC Fire management, to address Hazmat issues, with the San Mateo County Fire Chief's Association.

5) Training

- Manage and coordinate all Hazmat Team training activities.
- Establish contacts/plan for in-house training and contracts for outside professional training.
- Coordinate refresher training; Military, Coast Guard, San Francisco Airport, and other training programs.

- Ensure Team compliance with legal training requirements.

6) Special Events.

- Receive and manage annual requests for Hazmat-related special event functions including:
 - Demonstrations, training sessions, public education events, school events, etc.
 - Assist Emergency Services Council staff in coordination of fire & Hazmat participation in the annual County Disaster Preparedness Day.

3. DESCRIPTION OF SERVICES TO BE PROVIDED BY COUNTY.

- A. County shall provide the following direct services to Team:
- Use of an equipped Hazmat Response Vehicle and a Hazmat Utility Auxiliary Vehicle, with a sinking fund established and managed by the Emergency Services Council for periodic replacement of said vehicles.
 - Non-routine vehicle maintenance as outlined in the Equipment/Property Storage and Use Agreement between SMC Fire and County, that will keep said vehicles available for emergency response.
 - Support for medical monitoring program for all Team members, through the term of this agreement.
 - Employee training in Hazmat site management; Hazmat identification; contamination sources & mitigation; personal protection, decontamination, & clean-up procedures; equipment usage & diagnostic procedures; and other identified specialized training which County DEM and SMC Fire shall mutually agree is necessary and desirable.
 - On-call County Environmental Health Hazmat Specialist response and diagnostic/handling consultation.
- B. County shall provide a designated contract administrator for this Agreement, who shall be the Director, Department of Emergency Management, with additional CMO contract oversight, budgetary support and consultation to SMC Fire, for the processes set forth in Exhibit B as revised and dated, May 5, 2026, Amount and Rate of Payments.

Exhibit B (Revised May 5, 2026)

In consideration of the services provided by Contractor described in Exhibit A as revised and dated May 5, 2026, and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. AMOUNT AND RATE OF PAYMENTS.

- A. The total amount of payment by County to SMC Fire for **FY 2023-24** (July 1, 2023 - June 30, 2024) shall be **\$782,518** which is payable in four equal quarterly installments of **\$195,630**.

1) Reimbursement for Hazmat Response Training and Training Related Equipment. In addition, SMC Fire will be reimbursed for direct costs for Hazmat training and training related travel for firefighters serving on the Hazmat team. Reimbursement for direct training costs during the term commencing July 1, 2023 through June 30, 2024 shall not exceed **\$39,182**.

- B. The total amount of payment by County to SMC Fire for **FY 2024-25** (July 1, 2024 - June 30, 2025) shall be **\$817,731** which is payable in four equal quarterly installments of **\$204,433**.

1) Reimbursement for Hazmat Response Training and Training Related Equipment. In addition, SMC Fire will be reimbursed for direct costs for Hazmat training and training related travel for firefighters serving on the Hazmat team. Reimbursement for direct training costs during the term commencing July 1, 2024 through June 30, 2025 shall not exceed **\$40,945**.

- C. The total amount of payment by County to SMC Fire for **FY 2025-26** (July 1, 2025 - June 30, 2026) shall be **\$850,441** which is payable in four equal quarterly installments of **\$214,450**.

1) Reimbursement for Hazmat Response Training and Training Related Equipment. In addition, SMC Fire will be reimbursed for direct costs for Hazmat training and training related travel for firefighters serving on the Hazmat team. Reimbursement for direct training costs during the term.

- D. The total amount of payment by County to SMC Fire for **FY 2026-27** (July 1, 2026 - June 30, 2028) shall be **\$935,485** which is payable in four equal quarterly installments of **\$233,871**. Quarterly invoices will include summaries of the number of hazard materials consultations and responses that occurred in the reporting period, the staff time required to respond to incidents, including how many incidents involved electric battery fires, with categories that include electric vehicles, home battery packs and business battery packs. Reporting should also indicate the number of responses to biotechnology facilities.

- 1) Reimbursement for Hazmat Response Training and Training Related Equipment. In addition, SMC Fire will be reimbursed for direct costs for Hazmat training and training related travel for firefighters serving on the Hazmat team. Reimbursement for direct training costs during the term commencing July 1, 2026, through June 30, 2027, shall not exceed **\$46,841.**
- E. The total amount of payment by County to SMC Fire for **FY 2027-28** (July 1, 2027 - June 30, 2028) shall be **\$991,614**, which is payable in four equal quarterly installments of **\$247,903.50**. Quarterly invoices will include summaries of the number of hazard materials consultations and responses that occurred in the reporting period, the staff time required to respond to incidents, including how many incidents involved electric battery fires, with categories that include electric vehicles, home battery packs and business battery packs. Reporting should also indicate the number of responses to biotechnology facilities.
- 1) Reimbursement for Hazmat Response Training and Training Related Equipment. In addition, SMC Fire will be reimbursed for direct costs for Hazmat training and training related travel for firefighters serving on the Hazmat team. Reimbursement for direct training costs during the term commencing July 1, 2027, through June 30, 2028, shall not exceed **\$49,652.**
- F. SMC Fire shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of SMC Fire shall **not exceed \$4,596,992**. Payments shall be made within 30 days from the date of the applicable undisputed invoice.
- 1) Extraordinary Events - should SMC Fire encounter excessive expense in any quarter during the performance of duties under this contract which are the result of extraordinary events, SMC Fire should immediately or as soon as possible in an emergency situation, notify the County in writing of the circumstances and the nature of the costs, even if full accounting for said costs must necessarily follow at a later date.
 - 2) "Extraordinary Events" means a hazmat response resulting from a catastrophic event such as a major natural disaster, act of terrorism, major epidemic or pandemic disease outbreak as declared by the County Public Health Officer or County Executive, catastrophic accident, industrial incident and other events involving the creation and or release of large and potentially lethal or very injurious quantities of hazardous materials. Major hazmat incident responses, however significant, remain localized and containable within a teamw o r k shift and do not result from nor create a potentially

catastrophic situation, are not considered extraordinary events for the purposes of this Agreement.

- 3) In the event of a perceived or potential major hazmat event, an Incident Working Group shall make a decision as to whether the trigger Event is determined to be an "Extraordinary Event". The incident Working Group shall consist of the County Environmental Health Hazmat Program Supervisor; the DEM Director; SMC Fire's Chief Officer; the Fire Chief of the impacted SMC Fire or unincorporated area or designated on-site Fire Incident Commander; and the County Contract Administrator for this agreement or temporary designee.
- 4) The Working Group shall have the authority, in the event they determine that an incident is an "Extraordinary Event", to authorize the incurring of extraordinary response expenses as necessary to address the incident up to a period of 24 hours. The expenses may be over and beyond the standard level of reimbursement established under this Agreement. As soon as is practical, and prior to the conclusion of the initial 24-hour response period, the appropriate County, City, and DEM Director or designees, shall be notified, and any determination as to the need for further activities beyond the initial 24-hour period established by the Incident Working Group, including incurring of further extraordinary expenses by SMC Fire, shall be mutually determined by said managers, in such consultative manner as they deem appropriate for the incident.
- 5) Should an "Extraordinary Event" occur, SMC Fire will, as soon as is possible and practical; document the excess expenses which have been incurred. County agrees to conference in good faith with SMC Fire at the earliest practical opportunity, for the purpose of mutually reviewing expenses and determining the most expeditious process for reimbursement of SMC Fire's documented expenses. It is understood by the parties that in such event, the Emergency Services Council will need to be promptly notified and must approve the amount and method of reimbursement.
- 6) Any other emergent costs or reimbursement requests, which are related to Section E of this Exhibit, must be reviewed and mutually agreed upon by all parties, to wit: County, SMC Fire, and the Emergency Services Council, and documented by way of a Side Letter signed by all parties.