

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT**

This Agreement is entered into this 13 day of June, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo Consolidated Fire Department, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing hazardous materials emergency response for the County.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**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
- Exhibit B—Payments and Rates

**2. Services to be performed by Contractor**

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

**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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 **TWO MILLION, FIVE HUNDRED SEVENTY-THREE THOUSAND, FOUR HUNDRED DOLLARS** (\$2,573,400.00). 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, 2026.

**5. Termination**

This Agreement may be terminated by Contractor or by the County or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents, to the extent caused by Contractor's actions;

(B) damage to any property of any kind whatsoever and to whomsoever belonging, caused by Contractor's actions;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) Contractor's duty to indemnify and save harmless under this Section 8 shall not apply to injuries or damage to the extent caused by the negligence or willful misconduct of County and/or its officers, agents, employees, or servants.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code, except to the extent that the duty to defend is caused by the negligence or willful misconduct of County and/or its officers, agents, employees, or servants.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers’ Compensation and Employer’s Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not

notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**b. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**14. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**15. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

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

In the case of County, to:

Name/Title: Don Mattei, Interim Director  
Address: 501 Winslow Street  
Redwood City, CA 94063  
Telephone: 650-779-9351  
Email: [dmattei@smcgov.org](mailto:dmattei@smcgov.org)

In the case of Contractor, to:

Name/Title: Kent Thrasher, Fire Chief  
Address: 1040 E. Hillsdale Blvd.  
Telephone: 650-52207900  
Email: [kthrasher@smcfire.org](mailto:kthrasher@smcfire.org), [nmorales@smcfire.org](mailto:nmorales@smcfire.org)

**17. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic

Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**18. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**19. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San

Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## **20. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*

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

For Contractor: San Mateo Consolidated Fire Department

<p>DocuSigned by:    <small>C4C471CED1FC4F1...</small>          Contractor Signature</p>	<p>6/2/2023          _____          Date</p>	<p>Kent Thrasher          _____          Contractor Name (please print)</p>
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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### **Exhibit A**

In consideration of the payments set forth in Exhibit B, 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, 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) County-wide 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 Sheriff's approval, 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 - includes 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 as relate 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".
- 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 Emergency 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 Environmental Health SMC Fire 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 assigned the Department of Emergency Services Director, with additional CMO contract oversight, budgetary support and consultation to SMC Fire, for the processes set forth in Exhibit B (pg.13, Amount and Rate of Payments).

## Exhibit B

In consideration of the services provided by Contractor described in Exhibit A 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 commencing July 1, 2025 through June 30, 2026 shall not exceed **\$42,583**.

D. 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 \$2,573,400**. 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 Director, catastrophic accident, industrial incident and other event involving the creation and or release of large and potentially lethal or very injurious quantities of hazardous materials. Major hazmat incident responses, however significant, which remain localized and containable within a team work 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.

