

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

This Agreement is entered into this 17th day of June, 2019, 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 "SMC Fire."

* * *

WHEREAS, Government Code Section 54981 and Health and Safety Code Section 13862(d) authorizes the County to contract with SMC Fire for performance by SMC Fire of municipal functions such as firefighter hazardous materials emergency response, within the territory of the County; and

WHEREAS, it is necessary and desirable that SMC Fire be retained for the purpose of providing hazardous materials emergency response function 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 SMC Fire

In consideration of the payments set forth in this Agreement and in Exhibit B, SMC Fire 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 performance by SMC Fire in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment in advance to SMC Fire in accordance with Health and Safety Code Section 13878 based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **TWO MILLION ONE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND ZERO CENTS (\$2,131,137.00).**

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2019** through **JUNE 30, 2022**.

5. Termination; Availability of Funds

This Agreement may be terminated by SMC Fire or by the Sheriff 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, SMC Fire 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 SMC Fire as soon as is reasonably possible after County learns of said unavailability of outside funding.

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 SMC Fire under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, SMC Fire may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

SMC Fire 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 SMC Fire nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

- A. SMC Fire shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with SMC Fire's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- B. County shall indemnify and hold harmless SMC Fire from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of SMC Fire.
- C. If an action arises out of the concurrent negligence of SMC Fire and County, then liability for any damage in that action shall be apportioned between SMC Fire and County in accordance with the California law of comparative negligence.
- D. As used in this section, "County" means the County, its officers, agents, employees and servants.
- E. As used in this section, "SMC Fire" means SMC Fire, its officers, agents, employees and servants.
- F. As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including SMC Fire and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- G. The duty of SMC Fire and County to indemnify and hold harmless, as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

9. Assignability and Subcontracting

Neither party may assign the benefits nor delegate the duties set forth in this Agreement, without prior written approval of both parties.

10. Payment of Permits/Licenses

SMC Fire bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at SMC Fire'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.

11. Insurance

SMC Fire shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and SMC Fire shall use diligence to obtain such insurance and to obtain such approval. SMC Fire shall furnish the County with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance. Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance. Both parties shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 SMC Fire's and County's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below. Such insurance shall include:

- 1) Comprehensive General Liability\$3,000,000
- 2) Motor Vehicle Liability Insurance\$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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its

officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

12. Compliance With Laws

All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable federal, state, County, and municipal laws. In the event of a conflict between the terms of this Agreement and state, federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

SMC Fire shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. SMC Fire's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

SMC Fire shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, SMC Fire shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, SMC Fire must certify which of the following statements is/are accurate:

- ☐ SMC Fire complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

- ☐ SMC Fire complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to SMC Fire's cost of providing the benefit to an employee with a spouse.
- ☐ SMC Fire is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ SMC Fire does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and SMC Fire and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime SMC Fire's and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

SMC Fire must check one of the two following options, and by executing this Agreement, SMC Fire certifies that the option selected is accurate:

- ☐ No finding of discrimination has been issued in the past 365 days against SMC Fire by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against SMC Fire within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, SMC Fire shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

SMC Fire shall report to the County Manager 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 Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, 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 SMC Fire 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 SMC Fire to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the SMC Fire 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 Manager.

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

14. Compliance with County Employee Jury Service Ordinance

SMC Fire shall comply with Chapter 2.85 of the County's Ordinance Code, which states that SMC Fire shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from SMC Fire, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with SMC Fire or that SMC Fire may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, SMC Fire certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if SMC Fire has no employees in San Mateo County, it is sufficient for SMC Fire to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, SMC Fire certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, SMC Fire shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but SMC Fire acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

Each party agrees to provide to the other party, to any federal or state jurisdiction having monitoring or reviewing authority, to County's or SMC Fire's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

SMC Fire and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

16. 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.

17. **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 Department Court for the Northern Department of California.

18. **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 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:

San Mateo County Sheriff's Office
Attn: Veronica Ruiz
400 County Center
Redwood City, CA 94063

Telephone: (650) 363-7819
Email: vruiz@smcgov.org

In the case of SMC Fire, to:

San Mateo Consolidated Fire Department
Attn: John Healy, Fire Chief
1040 E. Hillsdale Blvd.
Foster City, CA 94404

Telephone: (650) 522-7900
Email: mlucett@smcfire.org

19. **Electronic Signature**

If both County and SMC Fire 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For SMC Fire: ☐ If this box is checked by SMC Fire, SMC Fire consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

BY: _____
(SIGNATURE)

John Healy
(PRINTED NAME)

DATE: 7-2-19

EXHIBIT A - SERVICES

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY SMC FIRE.

In consideration of the payments set forth in Exhibit B, SMC Fire 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 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 Sheriff's Office 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 Hazmat 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 Hazardous Materials Response Vehicle and a Hazardous Materials 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 OES 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 Sheriff's Lieutenant responsible for the Office of Emergency Services, with additional Sheriff's Office contract oversight, budgetary support and consultation to SMC Fire, for the processes set forth in Exhibit B.

EXHIBIT B – PAYMENTS & RATES

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 2019-20** (July 1, 2019 - June 30, 2020) shall be **\$643,780** which is payable in four equal quarterly installments of \$160,945.
 - 1) Reimbursement for Hazmat 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, 2019 through June 30, 2020 shall not exceed \$32,235.
- B. The total amount of payment by County to SMC Fire for **FY 2020-21** (July 1, 2020 - June 30, 2021) shall be **\$675,969** which is payable in four equal quarterly installments of \$168,992.25.
 - 1) Reimbursement for Hazmat 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, 2020 through June 30, 2021 shall not exceed \$33,847.
- C. The total amount of payment by County to SMC Fire for **FY 2021-22** (July 1, 2021 - June 30, 2022) shall be **\$709,767** which is payable in four equal quarterly installments of \$177,441.75.
 - 1) Reimbursement for Hazmat 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, 2021 through June 30, 2022 shall not exceed \$35,539.
- 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 \$2,131,137**. Payments shall be made within 30 days from the date of the applicable undisputed invoice.
- E. 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.
 - "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.

- 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 OES 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.
- 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 OES managers 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.
- 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.
- 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.