



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



DATE: September 6, 2011
BOARD MEETING DATE: October 4, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Sheriff Greg Munks
SUBJECT: Countywide HazMat Team Agreement

RECOMMENDATION:

Adopt a resolution authorizing the President of the Board to execute a twenty-one month agreement with Belmont Fire Protection District for the provision of a Countywide Hazardous Materials Emergency Response Team, in an amount not to exceed \$857,938.75 and a term commencing October 1, 2011 and concluding June 30, 2013.

BACKGROUND:

With the dissolution of the Belmont-San Carlos Fire Department, the newly formed Belmont Fire Protection District has expressed an interest in providing a Hazardous Materials Response Team to the 20 cities and unincorporated San Mateo County. The Belmont-San Carlos Fire Department, formerly South County Fire Authority, has been providing Hazardous Materials Response to San Mateo County since July 1984. The Belmont Fire Protection District has provided job offers to 19 Hazardous Materials Technicians and Specialists to be able to provide this service without any major interruption of service to the Cities and Unincorporated County Areas.

DISCUSSION:

The Emergency Services Council (ESC) and the Belmont Fire Protection District have approved the agreement and budget. The new agreement continues to ensure the highest level and stability of services from October 1, 2011 to June 30, 2013, and incorporates the same elements as the previous agreement with the Hazardous Materials Team.

These services include bringing the Belmont Fire Protection District into the annual ESC budget approval process for the establishment of their annual budget; ensuring high-level participation in the Office of Emergency Services (OES) activities and Council Meetings by the Belmont Fire Chief and setting forth the countywide responsibilities of the assigned Hazmat battalion chief position.

Trained firefighters from the Belmont Fire Protection District HazMat team work in coordination with an on-call team of Hazardous Materials Specialists from County Environmental Health, who provide scientific analysis, determination of the hazardous materials, and appropriate safety and mitigation measures. Contract management responsibilities are centralized under the Sheriff's Office of Emergency Services to ensure ongoing two-way communication and prompt resolution of any emergent issues.

The new agreement was approved by the County Emergency Services Council on June 16, 2011, and was also approved by the Belmont Fire Protection District on August 23, 2011. It is now being brought to your board for final execution.

The agreement includes all provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, equal benefits, and a contractor jury services policy.

County Counsel has reviewed and approved the resolution and agreement as to legal form.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring safe neighborhoods and achieving seamless services within the County.

Performance Measure(s):

Measure	FY 2011 Actual	FY 2011-12 Projected
Total Annual Fire and Hazmat Incidents with OES Response	22	24
Percent of OES Incidents responded to within one hour	100%	100%

FISCAL IMPACT:

The agreement is for a period less than two years, beginning October 13, 2011 and ending June 30, 2013. The agreement provides reimbursement to Belmont Fire Protection District in the amount of \$357,702.75 for FY 2011-12 and \$500,236 for FY 2012-13. The FY 2011-12 payment was included in the countywide Emergency Services budget that was reviewed by the Emergency Services Council and approved by your board in the 2011-12 recommended budget. There is no additional net County cost associated with the approval of this agreement.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A TWENTY-ONE MONTH AGREEMENT WITH THE BELMONT FIRE PROTECTION DISTRICT FOR THE PROVISION OF A COUNTYWIDE HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM, IN AN AMOUNT NOT TO EXCEED \$857,938.75 AND A TERM COMMENCING OCTOBER 1, 2011 AND CONCLUDING JUNE 30, 2013.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, with the dissolution of the Belmont-San Carlos Fire Department, the newly formed Belmont Fire Protection District has expressed an interest in providing a Hazardous Materials Response Team; and

WHEREAS, a new agreement was negotiated and the terms and conditions agreed upon by the involved parties, and was approved by the Belmont Fire Protection District and by the County Emergency Services Council; and

WHEREAS, the proposed agreement provides for countywide hazardous materials response services for the period of October 1, 2011 through June 30, 2013 in the amount not to exceed total cost of Eight Hundred Fifty Seven Thousand, Nine Hundred Thirty Eight Dollars and Seventy Five Cents (\$857,938.75) for a twenty-one month period; and

WHEREAS, this board has been presented with a form of such agreement and

has examined and approved same as to both form and content, and desires to enter into same;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized to execute said agreement with Belmont Fire Protection District for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND BELMONT FIRE DISTRICT

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BELMONT FIRE DISTRICT, hereinafter called "District";

WITNESSETH:

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, it is necessary and desirable that District be retained for the purpose of hazardous materials emergency response services for the County of San Mateo.

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

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B - Payments & Rates

2. SERVICES TO BE PERFORMED BY DISTRICT

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

3. PAYMENTS

In consideration of the services provided by District in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to District 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 **EIGHT HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$857,938.75).**

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **OCTOBER 13, 2011** through **JUNE 30, 2013**.

Subject to the exception set forth in section 5, below, this Agreement may be terminated by District, the Sheriff or the Sheriff's designee at any time without a requirement of good cause upon two months (60 days) written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by District under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the District may make and retain a copy of such materials.

Provided that District continues to perform work under this Agreement in a manner satisfactory to County of San Mateo, which determination shall be made by the County Director of County Health Services and the San Mateo County Sheriff, if the County issues the two month notice of termination, County shall pay District the final two months of payments as set forth in Exhibit B. Said payment shall be pro-rated by day, respectively, in the event the actual termination period is either shorter, or longer, than the specified two-month termination period.

5. RELATIONSHIP OF PARTIES

District agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that District acquires none of the rights, privileges, powers, or advantages of County employees.

6. HOLD HARMLESS

- A. District 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 District'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 District 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 District.
- C. If an action arises out of the concurrent negligence of District and County, then liability for any damage in that action shall be apportioned between District 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, "District" means the District, 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 District and County, or damage to property of any kind whatsoever and to whomsoever belonging.

- G. The duty of District 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.

7. 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.

8. INSURANCE

The District 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 District shall use diligence to obtain such insurance and to obtain such approval. The District shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the District's coverage to include the contractual liability assumed by the District pursuant to this Agreement. 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 District'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	<u>\$2,500,000</u>
2) Motor Vehicle Liability Insurance	<u>\$1,000,000</u>
3) Professional Liability	<u>\$1,000,000</u>

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.

9. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES

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.

10. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* District shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* District 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. District's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the District to penalties, to be determined by the County Manager, including but not limited to:
 - i) termination of this Agreement;
 - ii) disqualification of the District from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine District's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described

in this paragraph against amounts due to District under the contract or any other contract between District and County.

District shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person 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 of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified District that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. District shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, District shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The District shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

11. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

District shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the District, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the District or that the District deduct from the employees' regular pay the fees received for jury service.

12. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

Each party agrees to provide to the other party, to any federal or state District having monitoring or reviewing authority, to County's or District'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.

District 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.

13. MERGER CLAUSE

This Agreement, including the Exhibit hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. CONTROLLING LAW

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
Attn: Undersheriff Carlos Bolanos
400 County Center
Redwood City, CA 94063

In the case of District, to:

Belmont Fire District
Attn: Chief Doug Fry
One Twin Pines Way
Belmont, CA 94002

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

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

BELMONT FIRE DISTRICT

By: _____
(SIGNATURE)

(PRINTED NAME)

Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BELMONT FIRE DISTRICT

In consideration of the payments set forth in Exhibit B, District shall provide the following services:

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY DISTRICT.

The services provided under this agreement are as follows:

- Delineation of the responsibilities, cost reimbursements, terms, and administrative processes, related to responding to incidents involving hazardous materials Hazmat.
- Specification of the role of the Countywide Emergency Services Council in responding to incidents involving hazardous materials Hazmat.
- Specification of the administrative duties of the Battalion Chief as described herein.
- District 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 Hazmat emergencies as requested by the cities participating in the CES-JPA.
- District 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.
- District shall house and protect JPA Hazardous Materials Response vehicle(s) and specialized Hazmat response equipment and supplies, 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.
- District's Fire Chief, or in his absence, Hazmat Battalion Chief 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 HAZMAT BATTALION CHIEF.

Subject to the Sheriff's approval, which shall not be unreasonably withheld, District shall employ and designate a Hazmat Battalion Chief to perform the duties specified herein. The Battalion Chief's qualifications and duties shall be as follows:

A. Qualifications.

- Be a full time employed Battalion Chief with the Belmont Fire District.
- Possess a Hazmat 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.

The Duty Battalion Chief shall respond to all calls for Hazmat response service which occur annually during the assigned Hazmat Battalion Chief's duty shift - includes response to emergencies and incident management of scene. In the event of calls for Hazmat response which are received when the Duty Battalion Chief is not on Duty, District's remaining two shift Battalion Chiefs will respond to all Hazmat calls received during their respective shifts.

The Duty Battalion Chief shall be available for consultation to District's other two Battalion Chiefs for specialized handling and response questions and concerns that may arise in response to significant Hazmat incidents.

2) Manage Team Equipment & Gear.

- Manage Hazmat team equipment needs and plan future/replacement needs.
- 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 Belmont Fire District 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 Fire District management and communicate important policy, budget, projects, or other information originating from the Emergency Services Council promptly to Fire District management.
- Assist in researching, developing and preparing annual Hazmat operating budget and any requested capital equipment budget per Schedule 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.
- Serve as liaison to, and attend meeting as required, with San Mateo County Bomb Squad, SWAT Team, and Public Safety Dispatch Services.
- Attend meetings as directed by Fire District management, to address Hazmat issues, with the San Mateo County Fire Chief's Association.

5) Training.

- Manage and coordinate all Hazmat-related team training activities.
- Establish contacts/plan for in-house training and contracts for outside professional training.
- Coordinate IEC – 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 equipped hazardous materials response vehicle and OES command vehicle(s), with a sinking fund established for periodic replacement of said vehicles.

- Routine vehicle maintenance that will keep said vehicles available for emergency response.
 - Support for medical monitoring program for up to 24 members, through the JPA contractual budget.
 - 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 District 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 District, for the processes set forth in Schedule B.

EXHIBIT B - PAYMENTS & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BELMONT FIRE DISTRICT

1. AMOUNT AND RATE OF PAYMENTS.

A. The total amount to be paid by County to District for the period of **October 13, 2011 through June 30, 2012** shall not exceed **\$357,702.25**.

1.) County will pay District a total of \$340,670.25. Quarterly payments will be made no later than the following:

- December 31, 2011 (October 13 - December 31, 2011) \$103,114.75
- March 31, 2012 (January 1 - March 31, 2012) \$118,777.75
- June 30, 2012 (April 1 - June 30, 2012) \$118,777.75

2.) Reimbursement for Hazmat Training.

District will be reimbursed for direct costs related to Hazmat training and training related travel for firefighters serving on the Hazmat team. Reimbursement for direct training costs during the term of this Agreement shall not to exceed \$17,032. County will reimburse District upon receipt of invoice detailing training related expenses and names of participating Hazmat personnel.

B. The total amount to be paid by County to District for the period of **July 1, 2012 through June 30, 2013** shall not exceed **\$500,236**.

1.) County will pay District a total of \$476,416. Quarterly payments will be made as follows:

- September 30, 2012 (July 1- September 30, 2012) \$119,104
- December 31, 2012 (October 1- December 31, 2012) \$119,104
- March 31, 2013 (January 1- March 31, 2013) \$119,104
- June 30, 2013 (April 1 - June 30, 2013) \$119,104

2.) Reimbursement for Hazmat Training.

District will be reimbursed for direct costs related to Hazmat training and training related travel for firefighters serving on the Hazmat Team. Reimbursement for direct training costs during the term commencing July 1, 2012 to June 30, 2013 shall not to exceed \$23,820. County will reimburse District upon receipt of invoice detailing training related expenses and names of participating Hazmat personnel.