



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE Authorize the City Manager to execute the cooperative agreement for the provision of incident command staff with the San Joaquin County Office of Emergency Services

MEETING DATE March 2, 2005

PREPARED BY: Michael E. Pretz, Fire Chief

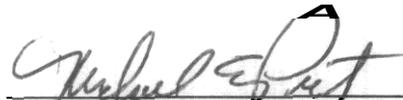
RECOMMENDED ACTION: Authorize the City Manager to execute the cooperative agreement for the provision of incident command staff with the San Joaquin County Office of Emergency Services.

BACKGROUND INFORMATION: In May 2002, the San Joaquin County Board of Supervisors authorized the Office of Emergency Services (OES) to develop an agreement with the various Cities and Fire Districts to staff the Emergency Operations Center during disasters and emergencies.

The agreement calls for trained personnel to staff the EOC when requested by County OES during times of emergencies. In addition, the agreement calls for reimbursement of the providing party for all salaries, benefits, including overtime, at the providing party's normal rate. Compensation will be paid for time served for performing the assigned duties as well as time spent traveling to and from the assignment location. The assignment of personnel is contingent upon availability and personnel will only be assigned to duties they have been properly trained for.

Currently, the City has no ability to collect reimbursement should the need arise to staff the EOC for the County. This agreement would rectify this.

FUNDING: NIA


 Michael E. Pretz, Fire Chief

MEP/lh

Attachment

cc City Attorney

APPROVED: 
 Blair King, City Manager

A - 02 - 349

**COOPERATIVE AGREEMENT FOR PROVISION OF
INCIDENT COMMAND SYSTEM STAFF**

This Agreement is made and entered into this _____ day of _____, 2002 by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the cities of LODI, STOCKTON, TRACY, MANTECA, RIPON, and ESCALON, hereinafter referred to collectively as "CITIES", and the MANTECA-LATHROP FIRE PROTECTION DISTRICT, the WOODBRIDGE RURAL FIRE PROTECTION DISTRICT, the RIPON CONSOLIDATED FIRE DISTRICT, the MOKELUMNE RURAL FIRE PROTECTION DISTRICT, the LINDEN-PETERS RURAL COUNTY FIRE PROTECTION DISTRICT, and the CLEMENTS RURAL FIRE PROTECTION DISTRICT, the ESCALON CONSOLIDATED FIRE PROTECTION DISTRICT, the WATERLOO-MORADA FIRE DISTRICT, the DELTA FIRE PROTECTION DISTRICT, and the THORNTON FIRE PROTECTION DISTRICT, hereinafter referred to collectively as "DISTRICTS".

RECITALS

This Agreement is made with reference to the following facts:

1. The cost of responding to disasters and emergencies within the boundaries of San Joaquin County, including within the incorporated cities of the County, can be reduced by a cooperative effort of the Cities, Districts, and County to share qualified incident command system staff.
2. Greater efficiency and effectiveness in the response of all jurisdictions can be achieved by joining the efforts of the Cities, Districts, and County to share qualified command and control staff.

**ARTICLE 1 PROVISION OF PERSONNEL TO SERVE WITHIN LOCAL
GOVERNMENT AND OPERATIONAL AREA FACILITIES OTHER THAN
FIELD COMMAND FACILITIES**

Parties may, upon the request of another party, provide the services of personnel to serve in identified positions within a local government and operational area facility other than a field command facility. Provision of such services is contingent on the availability of qualified personnel for assignment. Maximum duration of assignment of personnel shall be jointly determined by both parties prior to dispatch of personnel. The Requesting Party shall determine specific personnel assignments. However, personnel will only be assigned to duties for which they have been trained in accordance with standards established by the parties to this Agreement.

Parties requesting these services shall reimburse the providing party for all salaries and benefits, including overtime, at the providing party's normal rate, for assigned personnel. Compensation shall be for time served performing the assigned duties as well as time spent traveling to and from the assignment location and the providing party's jurisdiction. Parties providing such personnel shall submit to the requesting party all necessary documentation showing actual costs for the time of service prior to receiving reimbursement.

ARTICLE 2. PROVISION OF PERSONNEL TO SERVE IN AN INCIDENT COMMAND TEAM ORGANIZATION WITHIN A FIELD COMMAND FACILITY

Parties may, upon the request of another party, provide personnel to serve in an incident command team organization within a field command facility. Provision of such services is contingent on the availability of qualified personnel for assignment. Maximum duration of assignment of personnel shall be jointly determined by both parties prior to dispatch of personnel. The Requesting Party shall determine specific personnel assignments. However, personnel will only be assigned to duties for which they have been trained in accordance with standards established by the parties to this Agreement.

Parties requesting personnel under this Agreement shall reimburse the providing party for all salaries and benefits, including overtime, incurred by providing party for assigned personnel beginning with the 25th hour after assignment of the first person from the providing party to any one incident. Such compensation shall be for time served performing the assigned duties as well as time spent traveling to and from the assignment location and the providing party's jurisdiction if multiple shifts are performed. Parties providing such personnel shall submit to the requesting party all necessary documentation showing actual costs for the reimbursable time of service prior to receiving reimbursement.

The requesting party shall provide all equipment, forms, and material that assigned personnel will need to perform assigned tasks and will determine when to terminate the services of provided personnel within the maximum assignment duration identified at the time of request.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be effective from the date first written above until January 1, 2012

ARTICLE 4. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving 30 days prior written notice to all the other parties.

ARTICLE 5 ADDITIONAL PARTIES

Additional parties who are public entities, including special districts, within the geographical boundaries of San Joaquin County, may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty (30) days following notification by the new party to all other parties, of the execution of the Exhibit. Thereafter, the entity shall be considered to be a party to this Agreement unless the entity withdraws as provided herein. Provided however, in the event any existing party to the Agreement gives the others notice of its objection to the addition of the particular entity becoming a member to the Agreement, within the thirty (30) day notice period, the addition of such party to the Agreement shall require the unanimous consent of the then member parties.

IN WITNESS WHEREFORE THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

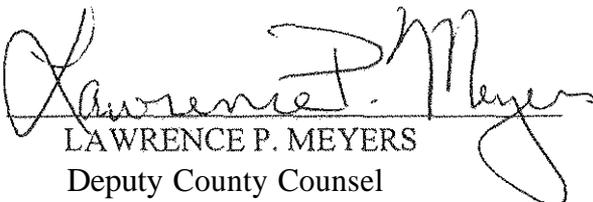
ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

COUNTY OF SAN JOAQUIN, a
political subdivision of the
State of California

By 
Deputy Clerk 

By 
VICTOR MOW, Chairman
Board of Supervisors

APPROVED AS TO FORM:

By 
LAWRENCE P. MEYERS
Deputy County Counsel
County of San Joaquin

ATTEST:

CITY OF LODI

City Clerk

By _____

Title _____

ATTEST:

[Handwritten Signature]
City Clerk



CITY OF STOCKTON

By *[Handwritten Signature]*

Title *[Handwritten Signature]*

ATTEST:

City Clerk

CITY OF TRACY

By _____

Title _____

ATTEST:

[Handwritten Signature]
City Clerk

CITY OF MANTECA

By *[Handwritten Signature]*

Title *[Handwritten Signature]*

ATTEST:

City Clerk

CITY OF RIPON

By _____

Title _____

ATTEST:

City Clerk

CITY OF ESCALON

By _____

Title _____

ATTEST:

MANTECA-LATHROP
FIRE PROTECTION
DISTRICT

By _____

Title _____

APPROVED AS TO FORM

[Handwritten Signature]
CITY ATTORNEY
BY _____
Assistant City Attorney

ATTEST:

WOODBIDGE RURAL
FIRE PROTECTION
DISTRICT

By *Michael R. Smith*

Title *FIRE CHIEF*

ATTEST:

RIPON CONSOLIDATED
FIRE DISTRICT

By *John Smith*

Title *Fire Chief*

ATTEST:

MOKELUMNE RURAL
FIRE PROTECTION
DISTRICT

Title _____

ATTEST:

LINDEN-PETERS RURAL
COUNTY FIRE
PROTECTION DISTRICT

By *William*

Title *FIRE CHIEF*

ATTEST:

CLEMENTS RURAL FIRE
PROTECTION DISTRICT

By _____

Title _____

ATTEST:

ESCALON CONSOLIDATED
FIRE PROTECTION
DISTRICT

By _____

Title _____

ATTEST:

DELTA FIRE PROTECTION
DISTRICT

By _____

Title _____

ATTEST:

THORNTON FIRE
PROTECTION DISTRICT

By _____

Title _____

ATTEST:

WATERLOO-MORADA
FIRE PROTECTION
DISTRICT

By *[Signature]*

Title *FIRE CHIEF*