



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement for Hazardous Materials Team within San Joaquin County

MEETING DATE: November 20, 1991

PREPARED BY: Fire Chief

RECOMMENDED ACTION: City Council authorize the City Manager to sign the Agreement for Hazardous Materials Team within San Joaquin County.

BACKGROUND INFORMATION: The City of Lodi Fire Department has responded to hazardous materials incidents during the past four years with limited technical expertise and equipment. Due to the highly technical nature of such emergency response, the need for highly specialized equipment, and the high cost of providing such manpower and equipment for such infrequent responses, the fire department staff has worked with the County Office of Emergency Services to formulate a team response approach to the problem.

By coordinating our resources we can reduce the cost of hazardous materials response while increasing the level of efficiency. This will be accomplished by forming the San Joaquin County Hazardous Materials team. This team will consist of members of the County OES Office, the City of Stockton Fire Department, the City of Lodi Fire Department, the Manteca-Lathrop Fire District, and the Woodbridge Rural Fire District. Under the agreement we will be required to provide team members who meet the Federal and State training standards (a requirement which we must comply with now). The County will replace all expendable equipment which is used in response to a hazardous materials incident. The County will also provide refresher training for all team members and will maintain all records of training, certification, and medical tests requirements.

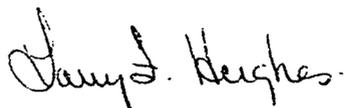
Mutual aid agreements between fire agencies has been a long standing means of providing cost effective service. It is certain that this agreement will extend that philosophy into the hazardous materials response arena. The response to hazardous materials incidents is infrequent when compared to

*Thos. A. Peterson*

11/20/91

other responses by the fire department, but the need for a high degree **of** expertise and specialized equipment during these responses is quite obvious. It is also obvious that the cost **of** providing these services on a mutual aid basis is not only efficient, but is much more cost effective than each entity providing its own fully equipped and trained team. The City Councils authorization for the City Manager to sign this agreement will greatly improve the fire departments ability to respond to hazardous materials incidents.

Respectfully submitted,

A handwritten signature in cursive script that reads "Larry F. Hughes".

Larry F. Hughes  
Fire Chief



COUNTY OF SAN JOAQUIN  
OFFICE OF EMERGENCY SERVICES

ROOM 610, COURTHOUSE  
222 EAST WEBER AVENUE  
STOCKTON, CALIFORNIA 95202  
TELEPHONE (209) 468-3962  
HAZARDOUS MATERIALS DIVISION (209) 468-3969  
September 30, 1991

RONALD E. BALDWIN  
COORDINATOR

Board of Supervisors  
Courthouse  
Stockton, CA

Dear Board Members-

AGREEMENT FOR HAZARDOUS MATERIALS TEAM WITHIN SAN JOAQUIN COUNTY

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Authorize the Chairman to sign the attached "Agreement for Hazardous Materials Team Within San Joaquin County."
2. Invite other jurisdictions in the County to enter into this cooperative Agreement which is intended to enhance public safety.

REASON FOR RECOMMENDATION:

The Office of Emergency Services has operated a hazardous materials response team since 1988 which has been available to all jurisdictions within the County. While the team has generally met the basic needs of public safety agencies for technical services, we have struggled from its inception with the problem of limited manpower. We maintain 24-hour response with only six trained Hazardous Materials Specialists. One trained individual is on standby at any one time with the others called back as necessary and as they are available.

The growing complexity of this field, and new federal laws, has made it increasingly difficult to field enough individuals to provide all the technical services that may be needed. In addition, we have not had the capability to handle two simultaneous serious incidents, or serious incidents that extend beyond a few hours.

In order to deal with this problem, we have cooperated up to now with the City of Stockton Fire Department to share resources. We would **now** like to expand, and formalize, this cooperation throughout the County. The Agreement that you are considering would have each participating jurisdiction contribute a number of trained individuals to serve on a joint hazardous materials team.

Each jurisdiction would be responsible for funding the initial training of their team members while the County would provide all expendable equipment and most fixed assets. The Office of Emergency Services would also provide refresher training and staff support to the team steering committee.

Participating jurisdictions will benefit by having some technically trained individuals immediately available in their area to respond to hazardous materials incidents. These individuals would also help ensure that a full team can be mobilized at their incidents on a 24-hour basis. The County benefits by having a larger pool of trained personnel available to operate with its specialists. Finally, the public benefits because this arrangement is more cost-effective than having each jurisdiction create a full team with all the attendant costs and duplication.

I am asking the Board to take the lead in this matter and approve the Agreement prior to the other parties. The City of Stockton, City of Lodi, Manteca-Lathrop Fire Protection District on behalf of the City of Lathrop, and the Woodbridge Fire Protection District have indicated that they **want** to participate in the Agreement. They will be seeking approval of the Agreement by their governing bodies following the action of the Board of Supervisors.

The Office of Emergency Services will continue to respond to jurisdictions that do not enter into this Agreement. However, if we are unable to field a full team, then those jurisdictions may have to forego certain services or obtain them from elsewhere.

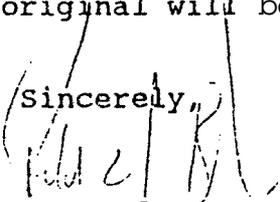
#### FISCAL IMPACT

There is no fiscal impact on the General Fund from this Agreement.

#### ACTION TO BE TAKEN UPON APPROVAL:

The Chairman will sign six originals of the Agreement. The Coordinator of Emergency Services will hand carry the originals to each jurisdiction that considers the Agreement for signature upon approval. One complete **original will** be returned to the Clerk of the Board.

Sincerely,

  
RONALD E. BALDWIN, Coordinator  
Office of Emergency Services

REB/hId  
Attachment

A-91- 167-8

AGREEMENT FOR HAZARDOUS MATERIALS TEAM  
WITHIN SAN JOAQUIN COUNTY

- - - - -

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of OCT 08 1991, 1991, 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, hereinafter referred to as "LODI", and STOCKTON, hereinafter referred to as "STOCKTON", and the MANTECA LATHROP FIRE DISTRICT, hereinafter referred to as "MLFD", and the WOODBRIDGE RURAL FIRE PROTECTION DISTRICT, hereinafter referred to as "WRFPD".

RECITALS:

This Agreement is made with reference to the following facts:

- 1. The cost of maintaining hazardous materials emergency respond capabilities within the boundaries of San Joaquin County, including within the incorporated cities of the County, can be reduced by a coordinated effort of the cities, fire districts, and the County of San Joaquin.
- 2. Graater efficiency and planning and response can be achieved by joining the efforts of the cities, fire districts, and the County of San Joaquin by creating a Aazardous Materials Team, centralizing hazardous materials records, coordinating the training and the use of vehicles and special equipment, and centralizing the billing process for collection of respond costs.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed. by and among the parties hereto as fcllows:

ARTICLE 1.      CREATION OF SAN JCAQUIN COUNTY HAZARDOUS MATERIALS TEAM.

A San Joaquin County Hazardous Materials Team, hereinafter referred to as "TEAM", is hereby created to provide technical services at the scene of a hazardous materials incident within the boundaries of Sen Joaquin County. Each of the parties to this Agreement agrees to designate a number of trained individuals to serve on the TEAM on an on-going basis.

Each party to this Agreement will be responsible to assure that the individuals designated to fulfill the commitment of this

paragraph are trained to the "Hazardous Materials Specialist" or "Technician" level pursuant to State statutes and regulations. The individuals designated for the TEAM will undergo a minimum of 24 hours of joint TEAM training or refresher courses per year or the minimum required by State statutes and regulations such that the individual will continue to be certified pursuant to State guidelines. Individuals designated as part of the TEAM serve on an "on-call basis" for any response within the unincorporated boundaries of the COUNTY and the boundaries of the entities which are parties to this Agreement. It is anticipated that each jurisdiction will respond initially to an incident within its boundaries and additional parties will be called to respond to the incident based upon the closest jurisdiction to the incident being called first. No party to this Agreement shall be required to pay any compensations to any other party to this agreement for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all the parties. Each party of this Agreement waives all claims against any other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

ARTICLE 2. HAZARDOUS MATERIALS ADMINISTRATION BUREAU FOR TRAINING.

A Hazardous Materials Administration Bureau, hereinafter referred to as "BUREAU" consisting of employees of San Joaquin County Office of Emergency Services will provide refresher training for all TEAM participants and initial certification training, when developed by COUNTY. A fee will be charged for any initial certification courses attended by any TEAM member. In the event that the course offerings or schedule does not meet the needs of an individual TEAM member, that TEAM member may attend courses provided by other public entities or by educational institutions or services which will qualify the TEAM member to be certified as required by state statute. Additionally, the BUREAU may provide training for persons other than those designated to serve on the TEAM.

The BUREAU will be responsible for overseeing training standards, certification and recertification, and the monitoring requirements for certification. The BUREAU will keep staff records of each TEAM member and notify TEAM members of medical tests requirements or training needed to maintain certification and expertise required under this Agreement. The BUREAU will not have any operational authority over the TEAM.

ARTICLE 3. PROVISION OF VEHICLES AND SPECIALIZED EQUIPMENT

Emergency response vehicles will be maintained by the COUNTY and the Stockton Fire Department and may be maintained by other parties to this Agreement to support TEAM operations and response

to emergency incidents. It will be the responsibility of the entity owning the vehicles to get the vehicles and specialized equipment to the incident site as needed. The COUNTY will replace all expendable equipment which is used in any response to a hazardous materials incident: however, COUNTY will not replace or repair vehicles other than COUNTY-owned vehicles.

The Team Steering Committee may from time to time designate specific vehicles or specialized equipment to be maintained by each party.

ARTICLE 4. TEAM STEERING COMMITTEE

A Team Steering Committee (TSC) is hereby established which consists of one representative of each of the party jurisdictions to this Agreement. It will be the responsibility of the TSC to set the policies and rules for the governing of the Committee and the joint operation of the TEAM. The TSC will establish a command structure and a staffing pattern which will be used for TEAM operational command structure in actual response situations. COUNTY will provide staff support for the Committee.

ARTICLE 5. CENTRAL HAZARDOUS MATERIALS RECORDS CENTER

COUNTY will establish and maintain a centralized hazardous materials records center with records pertaining to hazardous materials business plans and other records pertinent to responding to a hazardous materials incident: such that the information will be available to each of the parties of this Agreement.

ARTICLE 6. COUNTY OFFICE OF EMERGENCY SERVICES COORDINATION AND BILLING SERVICES

The County Office of Emergency Services will coordinate the administration of this Agreement. In the event that it is necessary to bill a responsible party for the recovery of costs for hazardous materials incidents for which a TEAM response was necessary, the COUNTY Office of Emergency Services shall prepare and process such bills. In no event shall COUNTY be responsible for pursuing payment from a responsible party beyond the billing process, nor shall COUNTY be responsible for remitting to any jurisdiction moneys in excess of those received from the responsible party through the billing process.

ARTICLE 7. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all the parties until 2010. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

ARTICLE 8. 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 the other parties.

ARTICLE 9. ADDITIONAL PARTIES

Additional parties may join in this Agreement and become member entities upon unanimous consent of the then member parties. The terms and conditions allowing such joining shall be set forth in an amendment to this Agreement, signed by all of the then member parties.

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

ATTEST: JORETTA J. HAYDE  
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By Mary Anne Ch...  
Deputy Clerk



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

By George E. Barber  
GEORGE E. BARBER, Chairman  
Board of Supervisors

"COUNTY"

ATTEST:

\_\_\_\_\_  
Chief

MANTECA LATHROP FIRE DISTRICT  
By \_\_\_\_\_  
Board of Directors President

"MLFD"

ATTEST :

WOODBIDGE RURAL FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Chief

By \_\_\_\_\_  
President

"WRFPD"

ATTEST :

CITY OF STOCKTON, a Municipal  
Corporation of the State of  
California

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Title \_\_\_\_\_

"STOCKTON"

ATTEST :

CITY OF LODI, a Municipal  
Corporation of the State of  
California

*Alice M. Beumke*  
City Clerk

By *Thomas A. Peterson*  
Title Thomas A. Peterson  
City Manager

"LODI"

APPROVED AS TO FORM:

Approved as to form

*BW McNatt*  
Bob McNatt  
City Attorney

JOHN F. CHEADLE  
County Counsel

Date: 11-20-91

By *Rebecca Davis*  
REBECCA DAVIS  
Deputy County Counsel

F:WASTE2.1, 2.2