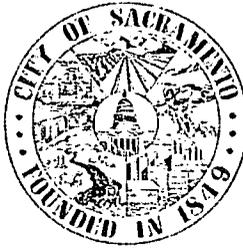


APPROVED
BY THE CITY COUNCIL

NOV 25 1997

OFFICE OF THE
CITY CLERK



1.3

AG97-183

DEPARTMENT OF
FIRE

GARY COSTAMAGNA
FIRE CHIEF

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET
SUITE 401
SACRAMENTO, CA
95814-2979

PH 916-264-5266
FAX 916-264-7079

November 10, 1997

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: HAZARDOUS MATERIALS RESPONSE TEAM MUTUAL AID AGREEMENT

LOCATION AND COUNCIL DISTRICT: City-wide - All Districts

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution which authorizes the City Manager to sign the Hazardous Materials Response Team Mutual Aid Agreement with the County of Sacramento.

CONTACT PERSON: Dennis Smith, Deputy Chief, 264-5266

FOR THE COUNCIL MEETING OF: November 25, 1997

SUMMARY:

The County of Sacramento has contracted with the City Fire Department for emergency hazardous materials response since 1982. The current agreement expires December 31, 1997. This new agreement covers a five year period from January 1, 1998 through December 31, 2002. This report recommends that the City Council adopt the attached Resolution which authorizes the City Manager to sign the Hazardous Response Team Mutual Aid Agreement with the County of Sacramento.

BACKGROUND INFORMATION:

Under City Manager Agreement No. 93-054 the Sacramento Fire Department Hazardous Materials Response Team provides hazardous materials response services to the County of Sacramento. In addition, services are also provided to the fire protection agencies of Sacramento County consisting of American River, Courtland, Delta, Elk Grove, Folsom, Galt, Herald, Isleton, Walnut Grove and Wilton. It is more economical and practical for the County of Sacramento to utilize the services of the City's Hazardous Materials Response Teams rather than to develop and maintain duplicate response teams.

Under the terms of this agreement, a Sacramento Fire Department Hazardous Materials Response Team is dispatched to the County of Sacramento to respond to emergency situations classified as Haz Mat Level II and Level III as defined in the Sacramento Fire Department Hazardous Materials Emergency Response Plan.

FINANCIAL CONSIDERATIONS:

For calendar years 1998 - 2000, the County of Sacramento will pay an annual base fee of \$240,000.00 plus the actual cost of response for each incident. For calendar years 2001 and 2002, an adjusted base fee will be established based on the increase in the Consumer Price Index. Such increase shall not be less than two percent (2%) or more than five percent (5%).

This revenue is included in the Fire Department's revenue budget estimate report.

ENVIRONMENTAL CONSIDERATIONS:

Ongoing administrative and maintenance activities, such as purchase of supplies, equipment or materials which are not made for purposes of a public works construction project, do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA). CEQA Guidelines, Sections 1506(b)(1), 15378(b)(3).

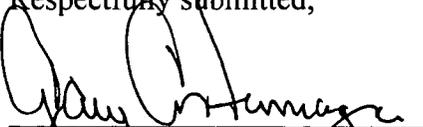
In the event of a hazardous materials incident, the Sacramento Fire Department cooperates with the County of Sacramento Hazardous Materials Division to assure all hazardous materials are disposed of and any site contamination is mitigated according to California Health & Safety Code Section 25187.

POLICY CONSIDERATIONS:

Approval of this contract is consistent with the City Council's interest in cooperation and consolidation of efforts within the County of Sacramento and surrounding agencies to provide both service and financial benefits to all citizens.

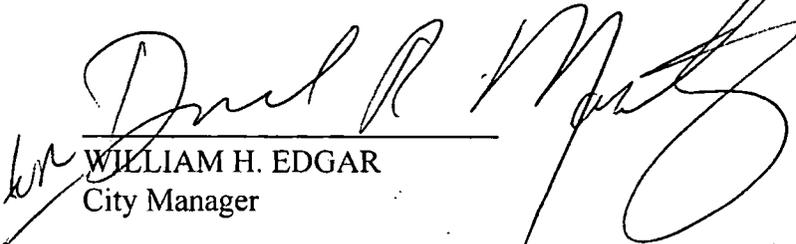
MBE/WBE EFFORTS:

There is no requirement for procurement of goods or services associated with this program.

Respectfully submitted,


Gary Costamagna
Fire Chief

RECOMMENDATION APPROVED:



WILLIAM H. EDGAR
City Manager

APPROVED
BY THE CITY COUNCIL

NOV 25 1997

RESOLUTION NO. 97-645

OFFICE OF THE
CITY CLERK

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

**A RESOLUTION AUTHORIZING HAZARDOUS MATERIALS RESPONSE
TEAM MUTUAL AID AGREEMENT BETWEEN THE CITY
OF SACRAMENTO AND THE COUNTY OF SACRAMENTO**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager is authorized to sign the attached Hazardous Materials Response Team Mutual Aid Agreement with the County of Sacramento.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

HAZARDOUS MATERIALS RESPONSE TEAM
MUTUAL AID AGREEMENT

THIS AGREEMENT, dated January 1, 1998 is made and entered into by and between the CITY OF SACRAMENTO, a municipal corporation of the State of California (hereinafter called "CITY"), and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter called "COUNTY"), and those certain fire protection agencies of Sacramento County consisting of American River Fire Protection District, Courtland Fire Protection District, Delta Fire Protection District, Elk Grove Fire Protection District, Folsom City Fire Protection District, Galt Fire Protection District, Herald Fire Protection District, Isleton Fire Protection District, Sacramento County Fire Protection District, Walnut Grove Fire Protection District, Wilton Fire Protection District, (hereinafter collectively called "COUNTY FIRE DISTRICTS") with reference to the following facts:

WITNESSETH:

WHEREAS, the State of California Hazardous Materials Incident Contingency Plan, which was officially approved by the Governor's Emergency Council on September 15, 1982, pursuant to the provisions of the California Emergency Service Act (Government Code, Chapter 7 of Division 1 of Title 2, Section 8550, et seq.), sets forth and defines the roles and responsibilities of various local, state and federal agencies in responding to potential hazardous material emergency incidents; and

WHEREAS, this agreement is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the Government code relating to joint exercise of powers; and

WHEREAS, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

WHEREAS, CITY has a hazardous materials response team (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities; and

WHEREAS, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and the occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that the COUNTY FIRE DISTRICTS have determined that it would be more economical, feasible and appropriate to utilize the services of the HAZ-MAT TEAM available from the CITY rather than to develop and maintain duplicate response teams in various locations in the unincorporated area of Sacramento County; and

WHEREAS, COUNTY has also determined that it would be more economical and appropriate to utilize the services of the HAZ-MAT TEAM available from the CITY rather than to develop and maintain a separate response team capability for hazardous materials incidents in the unincorporated area of Sacramento County where fire, or the threat thereof, is not a factor; and

WHEREAS, the specialized services of a hazardous materials response team are above and beyond the normal response services provided on a reciprocal basis as contemplated under the provisions

of the Office of Emergency Services, Fire and Rescue Division Master Mutual Aid Plan to which all the parties hereto are signatories; and

WHEREAS, the CITY has offered, subject to consideration, to provide the services of its HAZ-MAT TEAM to COUNTY FIRE DISTRICTS and to COUNTY under the provisions of a special mutual aid agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Immediately upon notification of any and all incidents in the unincorporated area of Sacramento County, which potentially or actually involve hazardous materials, COUNTY FIRE DISTRICTS shall respond as the primary agency for the classification of the level of the incident as defined in the Sacramento Fire Department Hazardous Materials Emergency Response Plan and the Sacramento County Area Plan and for the mitigation and suppression of the hazards to life and property resulting from the incident.

2. When the emergency situation is classified as a LEVEL I incident, COUNTY FIRE DISTRICT shall handle the mitigation and suppression of the hazards with the personnel, equipment, supplies and resources immediately available through normal channels.

3. When the emergency situation is classified as a LEVEL II or LEVEL III incident, COUNTY FIRE DISTRICTS shall:

(a) Dispatch a chief officer to the scene to serve as the Incident Commander in charge of the response to the incident by all fire agency personnel;

(b) Contact Sacramento Regional Fire/EMS Communication Center and request the services of a HAZ-MAT TEAM with a LEVEL II or LEVEL III dispatch;

(c) Contact the Sacramento County Communications Center and request the services of the County Haz-Mat Division, as support;

(d) Contact either the California Highway Patrol Communications Center for ON-ROAD incidents or the Sacramento County Sheriff's Department Communications Center for OFF-ROAD incidents and request the dispatch of an officer qualified (as specified in Title 8, C.C.R., Section 5192, Page 844.2{9}{C}{E} SM/IC) to serve as the Incident Commander who shall be responsible for coordination of the response activities of all involved public agencies;

(e) Contact the Sacramento County Communications Center and advise as to any additional assistance that may be needed; and

(f) Attempt to identify the type and quantity of material involved and any potential exposure or contamination problems and take any and all further actions considered necessary and appropriate to protect the health and safety of the public and emergency response personnel and to protect the environment, as practicable.

4. Immediately upon notification by COUNTY FIRE DISTRICT or the Sheriff's

Department or County Emergency Operations or County Hazardous Materials Division or County Public Works Highways and Bridges of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III incident, the CITY shall dispatch a HAZ MAT TEAM to respond to the scene. If more than two LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneously within the City or County of Sacramento, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the CITY or the unincorporated areas of the COUNTY.

5. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.

6. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:

(a) Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for any additional assistance not already requested;

(b) Providing rescue and first aid to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;

(c) Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;

(d) Contacting CHEMTREC or any other specialized agencies that may be available to provide technical information regarding the hazardous materials involved in the incident. In view of the fact that CHEMTREC will respond only to the first agency contacting them for information regarding a specific incident, preference shall be given to COUNTY FIRE DISTRICTS or the CITY for initiating all such CHEMTREC contacts;

(e) Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered by the Incident Commander to be essential, and in the selection of extinguishing agents to be utilized and the methods of application;

(f) Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources;

(g) Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;

(h) Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;

(i) Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evacuated;

(j) Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;

(k) Providing advice and assistance to the Haz-Mat Division of the Department of Environmental Management, the Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of County departments, and clean-up and restoration of the affected site to normal daily use;

(l) Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency Broadcast System or directly to news media regarding the emergency hazardous materials incident;

(m) Providing advice and assistance as necessary, in the training of COUNTY and COUNTY FIRE DISTRICTS emergency response personnel; and

(n) Providing information as to the cost of the response by HAZ-MAT TEAM.

7. Immediately upon notification by COUNTY FIRE DISTRICTS, the CITY, County Sheriff's Department, or the California Highway Patrol Communications Center of an emergency situation involving hazardous materials in the unincorporated area of Sacramento County that has been classified as a LEVEL II or LEVEL III incident, COUNTY shall:

(a) Dispatch a patrol unit from the Sacramento County Sheriff's Department to provide assistance to the Incident Commander of the California Highway Patrol for all ON-ROAD incidents or dispatch an officer with the rank of Sergeant or above to serve as Incident Commander for all OFF-ROAD incidents;

(b) Dispatch patrol units as required from the Sacramento County Sheriff's Department to conduct any evacuation of the civilian population that may be required;

(c) Dispatch any Fire First Responders, Advanced Life Support Teams and emergency ambulances that may be required;

(d) Dispatch County Haz-Mat Division;

(e) Dispatch the County Emergency Communication Van with supporting supplies, equipment and personnel as requested to the scene;

(f) Dispatch Radiological Monitoring and Dosimetry Control personnel with specialized radiological monitoring and decontamination equipment as requested for emergency incidents involving radiological materials;

(g) Dispatch appropriate personnel from the Emergency Operations Division of the Department of General Services and from the County Public Health Department, as necessary, and as may be requested whenever the declaration of a health emergency or a state of emergency may be considered necessary and appropriate;

(h) Dispatch personnel from the Sacramento County Agricultural Commissioner's Office whenever the emergency hazardous materials incident involves commercial pest control operators, pesticide dealers or agricultural chemicals utilized by the agricultural industry;

(i) Dispatch personnel from the Sacramento County Department of Public Works as promptly as possible after termination of the emergency phase of the hazardous materials incident for the purpose of directing and supervising the clean-up and restoration of the site to its normal use;

(j) Coordinate the requests for any additional mutual aid support that may be needed from other local, state or federal agencies, provide support staff for any Field Command Post and Emergency Operations Center activities that may be needed; and

(k) Coordinate the gathering and compilation of the emergency response costs incurred by local agencies and arrange for the filing of claims for the recovery of such costs from the party or parties responsible for causing the emergency hazardous materials incident or from any other sources of funding that may be available.

8. For the services to be provided by CITY hereunder COUNTY shall pay to CITY the following amounts annually:

For Calendar year 1998 \$240,000 base fee, plus the actual cost of response for each incident in the COUNTY, with not to exceed amount equal to base fee plus actual cost of 1996 haz-mat responses to the COUNTY.

For Calendar year 1999 \$240,000 base fee, plus the actual cost of response for each incident in the COUNTY, with not to exceed amount equal to base fee plus actual cost of 1997 haz-mat responses to the COUNTY.

For Calendar year 2000 \$240,000 base fee, plus the actual cost of response for each incident in the COUNTY, with not to exceed amount equal to base fee plus actual cost of 1998 haz-mat responses to the COUNTY.

For Calendar year 2001 An adjusted base fee, plus the actual cost of response for each incident in the COUNTY, with not to exceed amount equal to the adjusted base fee plus actual cost of 1999 haz-mat responses to the COUNTY. The adjusted base fee for calendar year 2001 shall be \$240,000, increased by the percentage increase in the Consumer Price Index (U.S. City Average, All Urban Consumers) between the month of March, 1999 and the month of March, 2000; provided, however, such increase shall not be less than two percent (2%) or more than five percent (5%); and provided, further, that the base fee shall not be adjusted downward.

For Calendar year 2002 An adjusted base fee, plus the actual cost of response for each incident in

the COUNTY, with not to exceed amount equal to base fee plus actual cost of calendar year 2000 haz-mat responses to the COUNTY. The adjusted base fee for calendar year 2002 shall be the adjusted base fee for calendar year 2001, increased by the percentage increase in the Consumer Price Index (U.S. City Average, All Urban Consumers) between the month of March, 2000 and the month of March, 2001; provided, however, such increase shall not be less than two percent (2%) or more than five percent (5%); and provided, further, that the base fee shall not be adjusted downward.

The actual cost of response is the current fiscal year's hourly cost of the unit/units responding times the number of hours spent on the incident.

The annual base fee shall be processed for payment within thirty days of receipt of an invoice from CITY following January 1 of the calendar year. The actual cost of response per incident will be billed by the CITY to the Hazardous Materials Division of the Environmental Management Department of the COUNTY semi-annually, June 1 and January 15 for the preceding five and seven month periods.

9. The term of this agreement, insofar as it affects CITY and COUNTY is January 1, 1998 through December 31, 2002. Termination by CITY or COUNTY hereunder shall terminate this agreement as to all parties including the COUNTY FIRE DISTRICTS. Such notice shall be deemed effective for all purposes and served on the date it is deposited in the United States mail, postage prepaid, and addressed as follows:

(a) to Sacramento City

City Manager
City of Sacramento
City Hall
915 I Street, Room 101
Sacramento, CA 95814

(b) to Sacramento County

County Executive
County of Sacramento
700 H Street
Sacramento, CA 95814

10. Upon approval by COUNTY, this agreement, insofar as it affects COUNTY FIRE DISTRICTS, shall become effective within the jurisdiction of each COUNTY FIRE DISTRICT immediately upon the date of the approval by the Board of Directors of each COUNTY FIRE DISTRICT and shall remain in effect until terminated by the Board of Directors of each such COUNTY FIRE DISTRICT upon six months advance written notice served by the terminating COUNTY FIRE DISTRICT upon CITY and COUNTY and addressed as heretofore provided in Section 9 of this agreement.

11. With respect to any emergency hazardous materials incident occurring within the unincorporated area of Sacramento County and within the jurisdictional boundaries of any COUNTY

FIRE DISTRICT that has not elected to become a party to this special mutual aid agreement, CITY shall respond to a request only by the Sheriff's Office or the Emergency Operations Division or County Haz-Mat Division or Public Works, Highways and Bridges Division for a HAZ-MAT TEAM for any and all incidents where hazardous materials are involved but will not be responsible for controlling a fire or the threat thereof; and when a response by a COUNTY department is required.

12. In all other matters involving Mutual Aid that are not expressly covered by the terms and conditions of this agreement, the terms and conditions of the California Office of Emergency Services, Fire and Rescue Division Master Mutual Aid Plan, all incorporated herein by reference, shall apply.

13. Nothing in this agreement or any exhibit thereto shall obligate the HAZ-MAT TEAM to respond outside of Sacramento County.

14. IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day, month and year herein provided.

CITY OF SACRAMENTO, a municipal corporation of the State of California

Dated _____

By: _____
City Manager

Dated _____

Attest: _____
City Clerk

COUNTY OF SACRAMENTO, a political subdivision of the State of California

Dated: _____

By: _____
Chairman, Board of Supervisors

Dated _____

Attest: _____
Clerk of the Board

AMERICAN RIVER FIRE PROTECTION DISTRICT

Dated _____

By: _____

COURTLAND FIRE PROTECTION DISTRICT

Dated _____

By: _____

DELTA FIRE PROTECTION DISTRICT

Dated _____

By: _____

ELK GROVE

Dated _____

By: _____

FOLSOM CITY FIRE PROTECTION DISTRICT

Dated _____

By: _____

GALT FIRE PROTECTION DISTRICT

Dated _____

By: _____

HERALD FIRE PROTECTION DISTRICT

Dated _____

By: _____

ISLETON FIRE PROTECTION DISTRICT

Dated _____

By: _____

SACRAMENTO COUNTY FIRE PROTECTION DISTRICT

Dated _____

By: _____

WALNUT GROVE FIRE PROTECTION DISTRICT

Dated _____

By: _____

WILTON FIRE PROTECTION DISTRICT

Dated _____

By: _____

SACRAMENTO COUNTY SHERIFF

Dated _____

By: _____

APPROVED AS TO FORM:

Diane B. Balw
Deputy City Attorney

Deputy County Counsel