

**AGREEMENT TO PROVIDE FOR A REGIONAL HAZARDOUS MATERIAL EMERGENCY  
RESPONSE TEAM WITHIN THE UNINCORPORATED AREAS AND INCORPORATED  
AREAS OF THE COUNTY OF SAN BENITO**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_, \_\_ by and among the following, all of which will collectively be referred to as the “Haz Mat Team” or as the “parties:”

City of Salinas (“Salinas”)

City of Seaside (“Seaside”)

City of Hollister (“Hollister”)

County of San Benito (“San Benito”)

**RECITALS**

WHEREAS, each of the members of the Monterey County Operational Area Haz Mat Team has and maintains staff who are fully trained and qualified to respond to hazardous materials spills and/or release incidents; and

WHEREAS, San Benito desires to use the services of the Monterey County Operational Area Haz Mat Team to respond to various hazardous materials spills and/or release incidents which occur within San Benito County (Hereinafter referred to as the “Operational Area”); and

WHEREAS, the parties to this Agreement have negotiated the terms under which the Monterey County Operational Area Haz Mat Team’s services will be provided and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**TERMS**

**1. Scope of Services.** The Monterey County Operational Area Haz Mat Team, hereinafter referred to as the Haz/Mat Team, consisting of resources from the City of Salinas and City of Seaside Fire Departments, currently maintain FIRESCOPE State of California Office of Emergency Services (Cal-OES) Type II, agrees to provide emergency response to hazardous materials releases and/or spills which occur within the San Benito County (Hereinafter referred to as the Operational Area) and which are beyond the scope of the first responder consistent with the level of training possessed by the Haz Mat Team. Specific operational guidelines for the emergency response protocol will be set forth in the Monterey County Regional Hazardous Response Plan (on file with the Monterey County Office of Emergency Services) and shall apply

as the procedures for call out for the Haz Mat Team response under this Agreement, except as otherwise specifically set forth herein. With respect to compensation, the terms of this Agreement shall prevail.

Depending on availability, the Haz Mat Team will respond to requests for responses to hazardous materials releases and/or spills which occur within the boundaries of the Operational Area. The Haz Mat Team shall have the discretion to determine whether the Haz Mat Team is available to respond to a request based upon the Haz Mat Team call-out procedures applicable to this Agreement as set forth in Attachment A, attached hereto and incorporated herein by this reference.

1.1. To request a Hazardous Materials Emergency response pursuant to this Agreement, the Operational Area shall contact the Monterey County 9-1-1 Emergency Communications Center, through their Communications center (NETCOM), and request a Haz Mat Team response and provide the following incident information, at a minimum:

- Location of the incident.
- Type of release, spill or accident involving hazardous materials.
- Name and identifying information of all potential materials involved.
- Extent of injuries and known exposures or possible entrapments.
- Extent of collateral hazards (e.g., fires, explosions, structural collapse, etc.).
- Initial actions being taken by first responders or persons on scene.
- Radio frequencies for Command and Tactical communication en route and on-scene.

1.2. The Haz Mat Team shall be composed of trained and qualified personnel from the Salinas, and Seaside Fire Departments and shall be equipped with the approved protective and detoxification gear, analytical instruments, and an emergency transportation vehicle at the FIREScope Cal-OES Type II level. The Haz/Mat Team upon request shall respond with the following minimum personnel and equipment to the scene:

- Six (6) Haz/Mat trained personnel; Three (3) from Salinas FD and two (2) from Seaside FD to include an on-duty Battalion Chief Officer as the Haz/Mat Group Supervisor
- One (1) Salinas FD firefighter/paramedic for medical monitoring
- Primary Type II Haz/Mat Response Vehicle and equipment

- 1.3. The Haz Mat Team personnel shall be provided continual member agency training in the field of hazardous materials response and DECON procedures through a developed operational policy.
- 1.4. Responding Haz Mat Team members shall not serve in the role of lead Incident Commander in any response for the requesting party. Responsibility for the primary investigative and cleanup role rests upon the Operational Area and their Environmental Health Department. The Haz Mat Team shall be the primary technical resource for the hazardous material release and/or spill to which they respond and shall be incorporated into the on-scene incident management and/or Unified Command structure as appropriate.
- 1.5. Should the Haz Mat Team encounter a hazardous materials release and/or spill that is beyond their ability to manage effectively, such inability shall be immediately relayed to the requesting party, who shall then be responsible for obtaining the necessary resources to manage the incident. The Haz Mat Team shall not perform any type of cleanup of any released and/or spilled materials which are beyond their ability to effectively manage; cleanup and restoration shall be the responsibility of the requesting party.
- 1.6. Haz Mat Team member services shall be under the management and control of the Haz Mat Team leaders and Haz Mat Team members will operate with equipment furnished. Haz Mat Team personnel assigned to work pursuant to this Agreement shall perform their duties in conformity with established Monterey County Regional Hazardous Materials Response Plan and under the established training standards of FIREScope Cal-OES Type II.
- 1.7. The Haz Mat Team is a Type II Haz Mat Team adjacent to the Operational Area and if and when available shall provide hazardous materials response to the Operational Area. The cities of Salinas and Seaside Fire Department warrant that their personnel assigned to perform hazardous materials services under this Agreement possess all of the professional capabilities, training, experience, and resources necessary to render the services required by this Agreement.

**2. Payment.** The Operational Area agrees to be responsible to actively pursue reimbursement of all costs and expenses incurred by the Haz Mat Team in their provision of services pursuant to this Agreement. The Haz Mat Team shall submit an invoice within ten (10) business days of the incident to San Benito County. San Benito County shall advise the Haz Mat

Team within 30 days the status of payment(s). In the event that reimbursement is not available, San Benito County shall not be responsible for cost(s) incurred by the Haz Mat Team.

**3. Cost Recovery against Responsible Parties.** In the event that a person or entity has been identified as causing, in whole or in part, the need for a Haz Mat Team Response, San Benito County shall be entitled to initiate and shall initiate on behalf of the Haz Mat Team member agencies cost recovery efforts against the responsible party. Any recovery obtained from the responsible party, any other third parties, and/or any state or federal reimbursement shall be used first to satisfy any unpaid obligations (Haz Mat Team emergency response mitigation costs) under this Agreement to the Haz Mat Team member agencies for the cost of maintaining the Haz Mat Team and the remainder shall be credited to the Trust Fund budget. After Haz Mat response expenses are satisfied, San Benito County shall be entitled to reimbursement of its costs and expenses, including attorney fees, incurred in obtaining a recovery from a responsible party out of the recovery of any reimbursement to the Haz Mat Team.

**4. Training.** Haz Mat Team members shall maintain a level of training that will maintain their current Type II Haz Mat Team typing with Cal-OES Fire and Rescue Division utilizing FIREScope standards.

**5. Disaster and Civil Defense Mutual Aid Agreement.** In all other matters involving mutual aid that are not expressly stated in the terms and conditions of this Agreement, the terms and conditions of the Disaster and Civil Defense Mutual Aid Agreement shall apply.

**6. Term and Termination of Agreement.** The term of this Agreement shall begin on \_\_\_\_\_, and continue until terminated by any participating county. Any party may elect to terminate its participation in this Agreement by giving thirty (30) days' written notice of its intent to terminate. Such notices shall be mailed as set forth in section below.

**7. Indemnity/Liability.** Each party hereto is a public agency that is self-insuring for all forms of legal liability, or is otherwise a member of a joint insurance program, that has and maintains, at a minimum, general liability insurance and worker's compensation insurance. Accordingly, except as otherwise specifically set forth herein, each party shall be responsible for its own acts and omissions and those of its officers, employees, agents or representatives and shall not be responsible for the acts and/or omissions of any other party or their officers, employees, agents or representatives.

**8. Notices.** All notices shall be made in writing and may be given by personal delivery or by U.S. mail and shall be addressed as follows:

County of San Benito  
Department of Health  
439 4<sup>th</sup> Street  
Hollister, California 95023  
Attn: Director Darryl Wong

City of Salinas  
c/o Salinas Fire Department  
65 West Alisal Street, Suite 210  
Salinas, California 93901  
Attn: Fire Chief Edmond A. Rodriguez

City of Seaside  
c/o Seaside Fire Department  
1635 Broadway Avenue  
Seaside, California 93955  
Attn: Fire Chief Brian Dempsey

City of Hollister  
c/o Hollister Fire Department  
110 Fifth Street  
Hollister, CA 95023  
Attn: Fire Chief Bob Martin Del Campo

**9. No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create, nor do the parties intend to create, any rights in or for the benefit of any third party.

**10. Assignment, Delegation.** No party herein shall assign or otherwise transfer any interest, right or responsibility contained in this Agreement to any other person or entity without the written consent of all the other parties. No assignment or transfer shall have any force or effect unless such written consent has first been obtained.

**11. Integration.** This Agreement is intended both as the final expression of the Agreement among the parties hereto with respect to the included terms and as a complete and inclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification of this Agreement is evidenced in a writing signed by all of the parties.

**12. Nondiscrimination.** The parties hereto shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment and provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis.

**13. Authority.** By signing this Agreement, all parties are representing that they have the authority to enter into this Agreement.

**14. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall individually be considered and original, and all of which together shall be considered a single agreement.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the parties, have entered into this Agreement as of the date first set forth above.

**County of San Benito**

\_\_\_\_\_  
Ray Espinosa, County Administrative Officer

Date: \_\_\_\_\_

**City of Salinas**

\_\_\_\_\_  
Ray E. Corpuz Jr., City Manager

Date: \_\_\_\_\_

**City of Seaside**

\_\_\_\_\_  
Craig Malin, City Manager

Date: \_\_\_\_\_

**City of Hollister**

\_\_\_\_\_  
William B. Avera  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

**County of San Benito**

\_\_\_\_\_  
Matthew W. Granger  
County Counsel

Date: \_\_\_\_\_

**City of Salinas**

\_\_\_\_\_  
Christopher Callihan  
City Attorney

Date: \_\_\_\_\_

**City of Seaside**

\_\_\_\_\_  
Don Freeman, City Attorney

Date: \_\_\_\_\_

**City of Hollister**

\_\_\_\_\_  
Bradley W. Sullivan  
c/o L+G LLP, Branch Manager

Date: \_\_\_\_\_