

**Memorandum of Understanding for the Merced County  
Operational Area Technical Rescue Team**

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## **Memorandum of Understanding for the Merced County Operational Area Technical Rescue Team**

The fire agencies within the Merced County Operational Area acknowledge that there is a need for a countywide local response capacity to technical rescue incidents within the unincorporated and incorporated areas of Merced County, as well as making a Type 2 Technical Rescue Team available for Mutual Aid requests statewide. The agencies signatory to this agreement, having determined that the most efficient and cost-effective method to provide such services is to collaborate as a multi-agency response team, agree to the terms of this memorandum of understanding (MOU).

The Merced County Operational Area Technical Rescue Team will recognize and refer to the Merced County Area Plan for Emergency Response to Technical Rescue Incidents. This MOU will be solely utilized as a supplement to the area plan.

Subjects not identified in this MOU are: Emergency response procedures, definitions, and training/training documentation. Each of these items are documented in the area plan and will be followed as written in that document.

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## **I. Merced County Operational Area Technical Rescue Team**

A Merced County Operational Area Technical Rescue Team ("TEAM") is hereby formulated to provide technical services at the scene of a technical rescue incident within the boundaries of Merced County. Parties to this MOU are: County of Merced on behalf of the Fire Department (MCFD), City of Merced on behalf of the Fire Department (MFD), City of Atwater on behalf of the Fire Department (AFD), and City of Los Banos on behalf of the Fire Department (LBFD). Each of the parties/agencies to this MOU shall designate a number of trained individuals to serve on the TEAM on an on-going basis and subject to available personnel.

Each party to this MOU shall be responsible to ensure that the individuals designated to fulfill the commitment of the TEAM are trained to the appropriate level pursuant to State and Federal statutes and regulations for handling specialty technical rescue incidents. TEAM members shall be trained to the standards set by the California State Fire Marshal's Office. TEAM members will maintain competency by completing annual refresher training. The minimum required refresher training is described in the Merced County Operational Area Technical Rescue Response Team Agreement / Certification document (Attachment A), which shall also serve to document that TEAM members have received the required training.

Individuals designated to the TEAM will be available for any response within the Merced County Operational Area. They will also be available for mutual aid requests.

## **II. Participating Agencies Training Responsibility**

Each party to this MOU agrees to provide the following training to their selected personnel: Low Angle Rescue, Confined Space Technician, Rescue Systems I, Rescue Systems II, Rope Rescue Technician, Trench Rescue, and Auto Extrication.

The MCFD, with approval from the Merced County Board of Supervisors, has committed to be the Lead Agency for the TEAM. The TEAM program coordinator is the MCFD Battalion 17 - Battalion Chief. The TEAM program Captain is the MCFD Technical Rescue Captain, who will manage the daily operations of the program.

Each participating agency agrees to designate a representative from their agency to establish and maintain operational procedures for the operations of this TEAM. These representatives will also assist the program coordinator with establishing the technical rescue training schedule.

## **III. Dispatch Procedures**

The dispatch center of the agency with incident command jurisdictional responsibility will be the incident ordering point. All mutual aid and incident support requests will be handled through the dispatch center of the incident commander. When notified of a technical rescue incident, the dispatch center of the agency with incident

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command responsibilities will follow the guidelines set forth in the Merced County Area Plan.

## **IV. Indemnification**

Each of the parties of this MOU shall defend, hold harmless and indemnify each of the other parties of this MOU, its elected officials, partners, officers, and employees against all claims, litigation, liability, costs, expenses (including reasonable attorney fees), damages, but only in proportion to and to the extent such claims, litigation, liability, costs, expenses, and damages are caused by or result from any negligent act or omission or willful misconduct of a party.

## **V. Insurance**

Each participating agency agrees to maintain workers compensation and liability insurance coverage for its wrongful acts, errors and/or omissions arising from the performance of its duties under this agreement.

## **VI. Cost Recovery**

Agencies may pursue all legally recoverable costs associated with response to technical rescue incidents from those persons and entities responsible for the incident. The recovery effort will be the responsibility of the jurisdiction with legal responsibility to mitigate technical rescue incidents. The TEAM may assist in this effort, but it will remain the sole responsibility of the Agency having jurisdiction.

Each agency shall provide a record of all costs of resources, including but not limited to, personnel and equipment, deployed to a technical rescue incident to the agency responsible for handling cost recovery efforts.

## **VII. Term of MOU**

This MOU shall be effective as of the latest date stated with the parties' signatures below and shall remain in effect unless terminated as provided herein.

Participation in this MOU may be terminated without cause by any party, upon giving at least thirty (30) days written notice of termination to all the other agencies. Notice of termination shall be personally served or mailed, postage prepaid to the address designated in Section X - Notices, or to such other address as may be designated by written notice.

In the event that Merced County Fire Department terminates its participation in this MOU, the remaining members shall, by amendment to this MOU, designate an agency to act as the lead agency.

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## **VIII. New Membership**

Additional member agencies may join the TEAM and become party to this MOU if approved by each member agency. New membership shall require an amendment signed by each member agency that is a party to this MOU.

## **IX. Withdrawal**

A Party to this MOU or subsequently added TEAM member agency may withdraw from the TEAM and terminate its obligations under this MOU upon giving written notice to each TEAM member agency no less than thirty (30) days prior to the official date of withdrawal from the TEAM. Subsequent to issuing written notice of intent to withdraw, a departing TEAM member agency shall remain a member agency, with all accompanying rights, privileges and responsibilities until the official date of withdrawal.

## **X. Notices:**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- a. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- b. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- c. Certified Mail. When mailed by certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.
- d. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- e. Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.
- f. Information for this notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

**County of Merced c/o**  
Merced County Fire Department  
3500 Apron Ave  
Atwater, Ca 95301

**City of Merced c/o**  
Merced Fire Department  
99 E 16<sup>th</sup> Street  
Merced, Ca 95340

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**City of Los Banos c/o**  
Los Banos Fire Department  
337 7<sup>th</sup> Street  
Los Banos, Ca 93635

**City of Atwater c/o**  
Atwater Fire Department  
699 Broadway  
Atwater, Ca 95301

- g) Any party may change its address by giving the other parties notice of the change in any manner permitted by this Agreement

Signature Page to Follow

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**County of Merced**

**City of Merced**

\_\_\_\_\_  
Daron McDaniel  
Chairman, Board of Supervisors

\_\_\_\_\_  
Matthew Serratto  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**City of Los Banos**

**City of Atwater**

*Manuel Thomas Faria III*  
\_\_\_\_\_  
Manuel Thomas Faria III  
Mayor

\_\_\_\_\_  
Paul Creighton  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

*John B. Goulart*      *1-19-22*  
\_\_\_\_\_  
JOHN B. GOULART      Date  
Senior Deputy City Attorney  
*City of Merced*

# Memorandum of Understanding for the Merced County Operational Area Technical Rescue Team

## Attachment A Individual Agreement / Certification Form

Year: \_\_\_\_\_

Name: \_\_\_\_\_

Station: \_\_\_\_\_

Shift: \_\_\_\_\_

### PURPOSE

To gather skilled and dedicated personnel from Atwater Fire Department, Los Banos Fire Department, Merced Fire Department and Merced County Fire Department to establish the Merced County Operational Area Technical Rescue Team. This team provides high quality technical rescue resources and personnel immediately available for response.

### TRAINING REQUIREMENTS

Trainings will be scheduled quarterly. Members are required to attend a minimum of two (2) trainings annually.

### NEW MEMBERS:

Personnel showing interest at a minimum should have Low Angle Rope Rescue Operational, Confined Space Rescue Technician, Trench Rescue, and Rescue Systems 1.

### RESPONSIBILITIES

- Assists in training development, preparation and presentation.
- Continually develop his/her personal skills and knowledge in rescue techniques.
- Supports goals and objectives.
- Performs rescue operations under the direct AHJ Rescue Team Supervisor.
- Adheres to all safety procedures.

### GOALS

**Response:** To provide appropriate levels of technical rescue response to meet local and mutual aid needs.

**Training:** Maintain and aggressively pursue a high level of training and experience opportunities so effective and efficient service can be readily provided.

**Support:** Continually develop and maintain appropriate levels of support functions to accomplish TEAM objectives.

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<b>Core Classes / Annual Requirements</b>	
<i>Input date to confirm course completion and annual requirements</i>	<b>Date Completed</b>
Confined Space Technician	
Rescue Systems I	
Rescue Systems II	
Low Angle Rescue	
Rope Rescue Technician	
Trench Rescue	
Auto Extrication	
Confined Space Entry (Annual)	
Fit Test (Annual)	

By signing below, I acknowledge that I have read, and do hereby accept the terms and responsibilities contained in this agreement.

Signature \_\_\_\_\_