

Memorandum of Understanding for the Merced County Operational Area Hazardous Materials Response Team

03/10/2020

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The fire agencies within the Merced County Operational Area acknowledge that there is a need for a countywide local response capacity to hazardous materials incidents within the unincorporated and incorporated areas of Merced County, as well as making a Type I Hazardous Material Response 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 Hazardous Materials Response Team will recognize and refer to the Merced County Area Plan for Emergency Response to Hazardous Materials 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 Hazardous Materials Response Team

A Merced County Operational Area Hazardous Materials Response Team ("TEAM") is hereby formulated to provide technical services at the scene of a hazardous materials incident within the boundaries of Merced County. Parties to this MOU are: Merced County Fire Department ("MCFD"), Merced City Fire Department ("MFD"), Atwater Fire Department ("AFD"), and Los Banos 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 chemical or hazardous materials incidents. TEAM members shall be trained to the California Specialized Training Institute or the California State Fire Marshal's Office "Hazardous Materials Technician" level. A goal of having each TEAM member trained to the California Specialized Training Institute or the California State Fire Marshal's Office "Hazardous Materials Specialist, Weapons of Mass Destruction, and Assistant Safety Officer" will be desired of each party to this MOU. TEAM members will maintain competency by completing annual refresher training. The minimum required refresher training is described in the Merced County Operational Area Hazardous Materials Response Team Taskbook (Attachment A).

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 for a Type I or II team activation.

II. Participating Agencies Training Responsibility

Each party to this MOU agrees to provide the following training to their selected personnel: Hazardous Materials First Responder Operational training, Hazardous Materials Incident Commander training, Hazardous Materials First Responder Operational Decontamination training; and any required refresher training. Each participating agency's technicians and specialists shall also document their training through the Merced County Operational Area Hazardous Materials Response Team Taskbook (Attachment A).

The Merced County Fire Department, 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 Merced County Fire Department Battalion 16 – Battalion Chief. The TEAM program Captain is the Merced County Fire Department Hazardous Materials 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 hazardous materials training schedule.

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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 hazardous materials incident, the dispatch center of the agency with incident 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 hazardous materials 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 hazardous materials 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 hazardous materials 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 unanimously by the executives of each member agency. New membership shall require an amendment signed by the executives of each member agency 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 the executive officers of 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 16th Street
Merced, Ca 95340

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

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

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Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

COUNTY OF MERCED



Rodrigo Espinoza

Chairman, Board of Supervisors

Date: MAR 10 2020

CITY OF MERCED

Mike Murphy

Mayor

Date: _____

CITY OF LOS BANOS

Mike Villalta

Mayor

Date: _____

CITY OF ATWATER

Paul Creighton

Mayor

Date: _____

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CITY OF MERCED

Steve Carrigan

City Manager

Date: _____

APPROVED AS TO FORM:

 5-18-20
JOHN B. GOULART Date
Senior Deputy City Attorney

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Attachment A

Merced County Operational Area Hazardous Materials Response Team Taskbook

Year: _____

Name: _____

Station and Shift: _____

Standard: NFPA 472, 2013 Edition			
#	SKILLS TO BE CHECKED	Date	Rater
1.	24 Hours Minimum per year		
2.	Minimum eight (8) hours of Team Drills or Incidents		
3.	Level A or B suit Donning and Doffing		
4.	In-suit Communications Manipulation		
5.	Dexterity Course		
6.	Air Monitor and Chemical ID Equipment Manipulation		
7.	Describe Decontamination Line and Identify Equipment		
8.	Perform Haz Mat Technical Reference		
9.	Annual Fit test for HM62 SCBA		
10.	Pass a Hazmat Medical Evaluation (two (2) year)		

1. 24 HOURS MINIMUM PER YEAR:

Training hours to consist of Scheduled Hazmat Team Trainings or drills, Hazmat Incident Responses, Monthly Hazmat Meetings, Formal Hazmat classes, Self-Study, or other approved Hazmat Training. The intent of this training program is to have the team members work together. It is recommended that a majority of the hours will be from Scheduled Hazmat Team Trainings and/or Hazmat Team Incident Responses.

2. TEAM DRILLS OR INCIDENTS:

Participate in a minimum eight (8) hours of Team Drills, or on active Hazmat Incidents with the Hazmat Team.

3. DON A LEVEL A or B SUIT:

Select the proper Personal Protection Equipment (PPE) for a specific incident and don and doff a Level A or Level B Suit.

4. IN-SUIT COMMUNICATIONS:

Properly assemble and don in-suit communications including OTTO throat mic and earpieces. Demonstrate the ability to communicate using these devices while in the suit.

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5. DEXTERITY COURSE:

Demonstrate the general ability to walk, move around, and function while in a Level A or B suit. While in the suit perform a combination of skills such as follows: close a valve, replace a missing plug, tighten a plug, solid or liquid material sampling and testing. Filling the role of Entry Team or Backup Team on an incident should satisfy this requirement.

6. AIR MONITOR AND CHEMICAL IDENTIFICATION EQUIPMENT MANIPULATION:

Show proper way to turn on, zero, and bump test air monitors. Demonstrate proper use of Drager Colorimetric Tubes, Ludlum Radiation monitor, and Inspector Radiation monitor. Turn on SAM 940 Radioisotope identifier, locate and identify a radioactive source. Turn on Thermo Scientific IR and Raman monitors and identify a sample. Identify a chemical sample using HazCat 2.0 kit.

7. DESCRIBE DECONTAMINATION LINE AND IDENTIFY EQUIPMENT:

Identify the location of decontamination equipment and specify what is required for decon for a solid, liquid, and gas and describe procedures.

8. PERFORM HAZ MAT TECHNICAL REFERENCE:

Demonstrate the ability to set up the hazmat vehicle appropriately as to operate all systems associated with identifying and researching a chemical; i.e. computers, weather station, applicable programs. Given a chemical name, verify from 3 resources then computer model a plume and evacuation area.

9. ANNUAL FIT TEST FOR HAZMAT 62 SCBA

10. PASS A HAZMAT MEDICAL EVALUATION