

1 MEMORANDUM OF UNDERSTANDING
2 REGARDING HAZARDOUS MATERIALS INCIDENTS

3 35812

4 This MEMORANDUM OF UNDERSTANDING ("MOU") is made and
5 entered, in duplicate, as of December 20, 2020, for reference purposes only, pursuant
6 to a minute order adopted by the City Council of the City of Long Beach at its meeting on
7 December 8, 2020, by and between CITY OF SANTA FE SPRINGS, a municipal
8 corporation, with a place of business at 11710 Telegraph Road, Santa Fe Springs, CA
9 90670, and the CITY OF LONG BEACH, a municipal corporation, with a place of
10 business at 411 W. Ocean Blvd, Long Beach, CA 90802.

11 WHEREAS, The City of Santa Fe Springs has delegated the Fire
12 Department, under the supervision of the Fire Chief, to respond to and take necessary
13 actions for the safe mitigation of hazardous materials spills, releases, and related
14 incidents. The Fire Department's hazardous materials response team is comprised of
15 personnel from the Fire Prevention, Environmental Protection, and Fire Suppression
16 Divisions; and

17 WHEREAS, The City of Long Beach has delegated the Fire Department,
18 under the supervision of the Fire Chief, to respond to and take necessary actions for the
19 safe mitigation of hazardous materials spills, releases, and related incidents; and

20 WHEREAS, The purpose of this MOU is to provide an emergency response
21 to hazardous materials (Hazmat) incidents within the boundaries of the City of Long
22 Beach and Area "E". The response will be made by trained staff and equipment from
23 each city capable of "Level A" entries;

24 NOW, THEREFORE, in consideration of the mutual provisions, covenants,
25 and conditions contained, it is mutually agreed by and between parties hereto as follows:

26 1. DEFINITIONS:

27 A. Hazardous Materials (Hazmat) shall have the meaning set
28 forth, in Section 8589.2 of the Government Code of the State of California.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 B. Santa Fe Springs Fire Department Hazardous Materials Team
2 shall be a minimum of five (5) personnel trained and certified at the Hazmat
3 Technician Level or greater and one (1) Hazmat vehicle.

4 C. Long Beach Fire Department Hazardous Materials Response
5 shall be a minimum of ten (10) personnel trained and certified at the Hazmat
6 Specialist Level or greater.

7 D. Hazmat 24 shall be a minimum of four (4) personnel trained
8 and certified at the Hazmat Specialist Level or greater and one (1) Hazmat vehicle.

9 E. Area "E" is a section of California Region 1 Operational Area
10 that includes the cities of Compton, Downey, Montebello, La Habra Heights, and
11 Santa Fe Springs.

12 F. Decontamination Team shall be a minimum of four (4)
13 personnel trained and certified at the Hazmat First Responder Operational Level
14 or greater with the appropriate equipment to effectively and efficiently
15 decontaminate personnel and equipment.

16 G. Incident Command System (ICS) shall have the meaning set
17 forth in Section 8607 of the Government Code of the State of California.

18 H. Level "A" Entry shall have the meaning set forth in Appendix B
19 to Section 5192 of the California Code of Regulation.

20 I. National Incident Management System (NIMS) shall have the
21 meaning set forth in Section 8607 of the Government Code of the State of
22 California.

23 J. Agency Representative shall be a Chief Officer or Designee of
24 the responding agency's Fire Chief.

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2. RESPONSE:

Long Beach Hazmat personnel will respond into Area "E" and Santa Fe Springs Hazmat personnel will respond into the City of Long Beach by request only. This request will be made by the Incident Commander and/or by request of the responding Hazmat team en route through the Incident Commander. The request for Long Beach Hazmat personnel to respond into Area "E" will be for a Hazardous Materials Response (10 personnel) or Hazmat 24 (four personnel). The request for Santa Fe Springs Hazmat personnel to respond into the City of Long Beach will be for a Hazmat Team with a minimum of five (5) personnel. Each city agrees to provide a decontamination team. The team traveling the farthest will be expected to be on-scene within forty-five (45) minutes. The teams will meet at the site of the emergency and coordinate with the Incident Commander and/or Group Supervisor for assignment. An Agency Representative may respond at the discretion of the responding agency.

3. COMMAND STRUCTURE:

The unified team will operate under the command structure of the city where the incident occurs using the Incident Command System, and when appropriate, the National Incident Management System. They will use recognized and jointly accepted protocols. Nevertheless, each team captain will retain the authority to withdraw that city's team in case of imminent danger to life or limb of a team member.

4. SCOPE:

The unified team will analyze, and take any remedial action deemed necessary and safe. They will recommend evacuations as needed, do containment, and cleanup within the capability of personnel and equipment.

5. LEVEL OF TRAINING:

All team members will be trained and certified to the Hazmat Technician Level or greater. Each city will be responsible for keeping such certification

1 current.

2 6. IN-SERVICE TRAINING:

3 Each city will host and organize one (1) field exercise drill per year. The
4 field exercise drill will be held on the months agreed upon between the Hazmat
5 training coordinators from each city with an attempt to schedule three (3) different
6 days encompassing all three (3) shifts. The host city will pay the expenses and
7 costs of the drill which it organizes.

8 7. COMMUNICATIONS:

9 When responding into Area "E" (Compton, Downey, Montebello, or Santa
10 Fe Springs) units will respond on UHF, Channel XLE CMD (482.250N). When
11 responding into the City of Long Beach, units will respond on VHF, Channel LOB 1
12 (153.950). Responding teams may be directed to other command or tactical
13 frequencies en route as necessary. The Hazmat team may use additional
14 approved frequencies as needed to support entry operations. Cellular telephones
15 may also be used as conditions and equipment availability allow.

16 8. COST RECOVERY:

17 Each city will pay for materials and labor costs of its team. In the event of a
18 Hazmat spill, release, or other incident, if the party responsible is identified, every
19 attempt will be made by the host city to recover cost reimbursement for materials,
20 labor costs, and damaged equipment for all cities. If legal action is required, each
21 city shall be joined as a party, shall have the right to pursue its own causes of
22 action, and shall bear its own costs and attorney fees.

23 9. INDEMNIFICATION:

24 Each city agrees to preserve and save harmless the other cities and each
25 officer and employee thereof from any liability or responsibility for any accident,
26 loss, or damage to persons or property happening or occurring as a proximate
27 result of the negligence of such indemnifying city, its officers, or employees.

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10. EMPLOYEES:

The members of a city's team shall not be considered employees of the other city for any purpose including but not limited to workers' compensation, medical benefits, sick leave, disability benefits, or retirement.

11. TERM OF AGREEMENT:

This agreement will remain in effect unless and until terminated by a ninety-(90) day notice in writing from the City of Long Beach or the City of Santa Fe Springs. Adjustments or amendments may be made upon agreement in writing by both cities.

This Memorandum of Understanding regarding hazardous materials incidents, is within the Mutual Aid Agreement for exchange for Fire, Rescue, and Emergency Medical Services between the Los Angeles County Area "E" Fire Departments and the City of Long Beach.

CITY OF SANTA FE SPRINGS, a municipal corporation

By 12/20/2020
Name: BRENT HAYWARD
Title: FIRE CHIEF

"CITY OF SANTA FE SPRINGS"

CITY OF LONG BEACH, a municipal corporation

By 1/13, 2021
Sandra J. Iatun

CITY MANAGER
PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Agreement is hereby approved as to form on January 12, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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CITY OF SANTA FE SPRINGS, a municipal corporation

12/20/2020

By 
Name: BRENT HAYWARD
Title: FIRE CHIEF

"CITY OF SANTA FE SPRINGS"

CITY OF LONG BEACH, a municipal corporation

_____, 20__

By _____
City Manager

"City"

This Agreement is hereby approved as to form on _____, 20__.

CHARLES PARKIN, City Attorney

By _____
Deputy