

**AGREEMENT BETWEEN COUNTY OF SACRAMENTO AND THE
CITY OF FOLSOM FOR HAZARDOUS MATERIALS
INCIDENT RESPONSE TEAMS**

This AGREEMENT is made and entered into as of the _____ day of _____, 2025, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and the CITY OF FOLSOM, a municipal corporation, (hereinafter referred to as "City").

RECITALS

WHEREAS, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; 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, COUNTY has entered into contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District ("CONTRACTORS") to provide hazardous materials response teams ("HAZ-MAT TEAMS"), with specialized apparatus, equipment and capabilities; and

WHEREAS, the cost of establishing and maintaining a hazardous materials response team capability is costly, so CITY has determined that it would be more economical, feasible and appropriate to utilize the services of HAZ-MAT TEAMS available from COUNTY through its contractual agreements with CONTRACTORS rather than to develop and maintain duplicate response teams; and

WHEREAS, COUNTY has offered, subject to consideration, to include CITY within the scope of service coverage of HAZ-MAT TEAMS through the provisions of its contractual agreements with CONTRACTORS and a separate mutual aid agreement; and

WHEREAS, pursuant to California State Executive Order N-6-22, COUNTY must include language regarding certain economic sanctions; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

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

I. SCOPE OF SERVICES

COUNTY shall provide services in the amount, type and manner described in "Exhibit A," attached hereto and incorporated herein by this reference.

II. TERM

This Agreement shall be effective and commence as of July 1, 2025, and shall end on June 30, 2028, unless CITY and COUNTY mutually agree in writing to extend the term for up to one additional two-year period.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

DIRECTOR
Sacramento County
Environmental Management
Department
11080 White Rock Rd.
Suite 200
Rancho Cordova, CA
95670

TO CITY

CITY MANAGER
City of Folsom
50 Natoma Street
Folsom, CA 95630

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon date of receipt.

IV. COMPLIANCE WITH LAWS

CITY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. CONFLICT OF INTEREST

CITY and its officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

VII. INDEMNIFICATION

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, Counsel, officers, directors, agents, employees, contractors and volunteers (including students), from and against any and all liability, loss, expense (including payment of reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of CITY, its Board of Directors, Counsel, officers, directors, agents, employees, contractors and volunteers (including students).
2. COUNTY shall indemnify, defend, and hold harmless CITY, its Board of Directors, Counsel, officers, directors, agents, employees, contractors and volunteers (including students), from and against any and all liability, loss, expense (including payment of reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or

omission of COUNTY, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers (including students).

3. This indemnity shall survive the termination or expiration of the Agreement.

VIII. INSURANCE

Each party, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance for general liability, workers' compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

IX. SUBCONTRACTS, ASSIGNMENT

1. Any subcontracting shall be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY. No interpretation of any provision of this Agreement shall be binding

upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XII. TERMINATION

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

XIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XIV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XVI. COMPENSATION

Compensation under this Agreement shall be as provided in "Exhibit B," attached hereto and incorporated herein by this reference.

XVII. RECOVERY COSTS

CITY and COUNTY are both, individually or collectively, permitted to seek financial recovery of costs of the emergency response against responsible parties, provided there exists legal authority to do so.

XVIII. ANNUAL REPORT

1. CONTRACTORS will submit a bi-annual report to CITY. Reporting periods are July 1 through December 31; and January 1 through June 30. Said reports shall be provided within 30 days after each reporting period. The following information will be included:

- a. Date,
- b. Full address,
- c. Jurisdiction (city or unincorporated county),
- d. Brief descriptions of the incident,
- e. Chemical(s) involved,
- f. Determination of private or public property responsibility,
- g. Number of hours spent on scene, and
- h. Number of personnel responding

XIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute

and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXII. STATUS OF CITY

1. It is understood and agreed that CITY (including CITY employees) is an independent municipality and that no relationship of employer-employee exists between the parties hereto. CITY assigned personnel shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. COUNTY is not required to make any deductions or withholdings from the compensation payable to CITY under the provisions of this Agreement; and as an independent municipality, CITY hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any employee of CITY that an employer employee relationship exists by reason of this Agreement.
2. If, in the performance of this Agreement, any third persons are employed by CITY, such person shall be entirely and exclusively under the direction, supervision, and control of CITY. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CITY, and COUNTY shall have no right or authority over such persons or the terms of such employment.

3. It is further understood and agreed that as an independent municipality, and not an employee of COUNTY, CITY assigned personnel shall not have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CITY employees shall not be covered by COUNTY's workers' compensation; nor shall CITY employees be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

XXIII. NONDISCRIMINATION

1. CITY agrees and assures COUNTY that CITY shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and that it will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CITY shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
2. CITY represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
3. CITY agrees to compile data, maintain records, and submit reports as required by law to permit effective enforcement of all applicable antidiscrimination laws

and this provision.

4. CITY shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XXIV. DISPUTES

Any dispute arising out of or relating to this Agreement shall be decided by DIRECTOR and the CITY, with the assistance of their operational staff. In the event that the DIRECTOR and the CITY cannot resolve the dispute, the Sacramento County Executive and CITY Manager shall meet within thirty (30) days to consider the matter and reach a decision. In the event that the Sacramento County Executive and CITY Manager cannot resolve the dispute, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

XXV. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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

By: _____

Date: _____

Jennea Monasterio, Director
Sacramento County
Environmental Management Department

Agreement reviewed and approved
by County Counsel:

Blake Sequeira, Deputy County Counsel

Date: _____

CITY OF FOLSOM, A Municipal Corporation:

_____ Date	_____ Bryan Whitemyer, City Manager
ATTEST:	FUNDING AVAILABLE:
_____ Christa Freemantle, City Clerk	_____ Stacey Tamagni, Finance Director
_____ ORIGINAL APPROVED AS TO CONTENT:	_____ ORIGINAL APPROVED AS TO FORM:
_____ Ken Cusano, Fire Chief	_____ Steven Wang, City Attorney
_____ Date	_____ Date

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
and the CITY OF FOLSOM**

I. SCOPE OF SERVICES

COUNTY will work within a partnership relationship with CITY and provide the following services:

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, COUNTY, through its contractual agreement with CONTRACTORS, shall provide for the dispatch a HAZ-MAT TEAM to respond to the scene. If multiple LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within CITY's jurisdiction or other areas of the County, 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 or Sacramento Metropolitan Fire Protection District 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 CITY's jurisdiction or other areas of the County.
2. 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.
3. 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 an additional assistance not already requested.
 - b. Providing rescue 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. Providing advice in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application.
- e. Providing advice and assistance locating 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.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location.
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location.
- h. 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 evaluated.
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents.
- j. Providing advice and assistance to COUNTY Environmental Management Department, CITY Department of Public Works, and COUNTY Office of Emergency Services as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of CITY departments, and clean-up and restoration of the affected site to normal daily use.
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency Alert System or directly to news media regarding the emergency hazardous materials incident.

- I. Providing advice and assistance as necessary, in the training of HAZ-MAT TEAM and CITY emergency response personnel.
4. Nothing in this Agreement or any Exhibit hereto shall obligate COUNTY to provide HAZ-MAT TEAM services outside of Sacramento County.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO
and the CITY OF FOLSOM**

COMPENSATION

- 1. COMPENSATION SCHEDULE:** For the services provided by COUNTY through its contractual agreements with CONTRACTORS, CITY shall pay to COUNTY the following amounts:

Fiscal Year	City of Folsom Portion Due to County	EMD Administrative Costs	Total Amount Due to County*
2025-26, beginning July 1, 2025	\$55,814.67	\$3,071.96	\$58,886.63
2026-27, beginning July 1, 2026	\$57,489.11	\$1,013.52	\$58,502.63
2027-28, beginning July 1, 2027	\$59,213.79	\$1,043.93	\$60,257.72
2028-29, beginning July 1, 2028**	\$60,990.20	\$3,356.81	\$64,347.01
2029-30, beginning July 1, 2029**	\$62,819.91	\$1,107.51	\$63,927.42

*The total amount due to the County per fiscal year is the sum of the Hazardous Material Response Team (HMRT) and Environmental Management Department (EMD) Administrative costs. The cost for HMRT and EMD for Fiscal Year 2026 is \$55,814.67 and \$3,071.96, for Fiscal Year 2027 is \$57,489.11 and \$1,013.52, for Fiscal Year 2028 is \$59,213.79 and \$1,043.93, for Fiscal Year 2029 is \$60,990.20 and \$3,356.81, and for Fiscal Year 2030 is \$62,819.91 and \$1,107.51, respectively.

**The amounts for Fiscal Year 2028-29 and 2029-30 shall be applicable only if the Agreement term is extended upon mutual written consent between CITY and COUNTY under the same terms and conditions as are contained in this Agreement.

3. PAYMENTS

In accordance with the Compensation provisions of this Agreement, CITY shall address and submit payments to COUNTY at:

Payment shall be made to "Sacramento County Environmental Management Department" and send to the following address:

11080 White Rock Road
Suite 200
Rancho Cordova, CA 95670

COUNTY may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to CITY, which shall be effective upon receipt.

Payments shall be made on the following schedule:

Fiscal Year 25/26:

First installment is due by November 1, 2025 and the second installment is due by April 1, 2026

Fiscal Year 26/27:

First installment is due by November 1, 2026 and the second installment is due by April 1, 2027

Fiscal Year 27/28:

First installment is due by November 1, 2027 and the second installment is due by April 1, 2028

Fiscal Year 28/29:

First installment is due by November 1, 2028 and the second installment is due by April 1, 2029

Fiscal Year 29/30:

First installment is due by November 1, 2029 and the second installment is due by April 1, 2030