

**COOPERATIVE AGREEMENT FOR PARTICIPATION IN  
SAN JOAQUIN COUNTY EMERGENCY MANAGEMENT ORGANIZATIONS AND  
INCIDENT COMMAND SYSTEMS**

A-18-\_\_\_\_\_

This Agreement is made and entered by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the cities of ESCALON, LATHROP, LODI, MANTECA, RIPON, STOCKTON and TRACY, municipal corporations within San Joaquin County, California, hereinafter referred to collectively as "CITIES."

**RECITALS**

WHEREAS, the cost of responding to disasters and emergencies within the boundaries of San Joaquin County, including those within the incorporated cities within the County, can be reduced by a cooperative effort of COUNTY, CITIES and the special districts and public entities within San Joaquin County to share qualified incident command system and/or emergency management personnel; and

WHEREAS, greater cost reduction and utilization of personnel resources in the emergency response of all jurisdictions can be achieved by joining the efforts of COUNTY, CITIES and the special districts and public entities within San Joaquin County to share qualified incident command system and/or emergency management personnel.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1: PROVISION OF PERSONNEL TO SERVE WITHIN LOCAL GOVERNMENT  
AND OPERATIONAL AREA EMERGENCY MANAGEMENT  
ORGANIZATIONS AND INCIDENT COMMAND SYSTEMS**

Any party to this Agreement may, upon the request of another party to this Agreement, provide personnel to serve in identified positions within local government and operational area organizations or incident command systems. Provision of such services is contingent on the availability of qualified personnel for assignment, and the duration of the assignment shall be jointly determined by both parties prior to dispatch to the requesting party. The requesting party may subsequently determine specific personnel assignments. Notwithstanding the foregoing, personnel shall only be assigned to duties for which they have been trained in accordance with standards established by the parties to this Agreement.

The requesting party shall provide all equipment, forms and materials necessary for assigned personnel to perform their duties. Should the requesting party determine that the services of personnel assigned pursuant to this Agreement are not required for the entire duration of the agreed-upon assignment, the requesting party may terminate those services at any time upon notice to the assigned personnel and the providing party.

ARTICLE 2: REIMBURSEMENT CRITERIA

Any party requesting personnel pursuant to this Agreement shall reimburse the providing party for all salaries and benefits of assigned personnel at the providing party's normal rate (including overtime), beginning with the 25<sup>th</sup> hour after assignment of the first person to any one incident. Such reimbursement shall include compensation for time served performing the assigned duties, as well as mileage expenses and any time spent traveling to/from the assignment location and the providing party's jurisdiction. The providing party shall submit to the requesting party all necessary documentation showing the actual cost of reimbursable compensation within 30 days of the expiration or earlier termination of the agreed-upon assignment. The requesting party shall make the reimbursement payment to the providing party promptly upon receipt and said payment shall not be dependent on alternate reimbursement from other local, state or federal sources.

ARTICLE 3: INDEMNITY

To the extent permitted by law, the requesting party shall indemnify, protect, defend with counsel reasonably acceptable to the providing party, and hold harmless the providing party, its officers, elected and appointed officials, employees, volunteers or agents from and against any and all claims, actions, injuries, liabilities, losses, costs, expenses and/or damages, including reasonable attorneys' fees, arising or allegedly rising from any negligent, reckless or wrongful acts, errors or omissions with respect to or in any way connected with the performance of services by the providing party, its officers, elected and appointed officials, employees, volunteers or agents, or the use of providing party's equipment, under this Agreement, except for claims, actions, injuries, liabilities, losses, costs, expenses and/or damages directly or proximately caused by the sole and active negligence or willful misconduct of the providing party.

ARTICLE 4: TERM OF AGREEMENT

This Agreement shall be effective from the date identified on the signature page of the last original signatory hereto until January 1, 2030.

ARTICLE 5: WITHDRAWAL OF PARTY

Any party to this Agreement, including those parties joining pursuant to the provisions of Article 6, may withdraw as a party to this Agreement at any time prior to its expiration by giving 30 days written notice to COUNTY.

ARTICLE 6: ADDITIONAL PARTIES

Any public entity within the geographical boundaries of San Joaquin County, including special districts, may become a party to this Agreement following the execution of an agreement to become a party to this Cooperative Agreement for Participation in San Joaquin County Emergency Management Organizations and Incident Command Systems ("Joinder Agreement"), the form of which is attached hereto as an exhibit and incorporated by reference herein. The Joinder Agreement shall be executed by the governing body of the public entity and submitted to San Joaquin County's Director of Emergency Operations for review and consideration. The public entity or San Joaquin County's Director of Emergency Operations shall notify all parties to this Agreement in writing that the Joinder Agreement has been submitted to the County, and

all parties shall have 30 days from the date of that notification in which to lodge any written objections with the County. If no objections are received within 30 days, San Joaquin County's Director of Emergency Operations shall promptly countersign the Joinder Agreement and the public entity shall become a party to this Agreement. The Joinder Agreement shall not be effective until it is countersigned by San Joaquin County's Director of Emergency Operations, and the Director shall not sign the Joinder Agreement until such time as any properly lodged objection is withdrawn.

#### ARTICLE 7: MISCELLANEOUS

Any notice required to be given by the terms of this Agreement shall be in writing signed by the appropriate representative of the sender and shall be deemed to have been given when personally served, upon receipt by express or overnight delivery, postage prepaid, or in five (5) calendar days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the recipient at its address of record. Addresses of record for the original signatories to this Agreement are as follows:

County of San Joaquin  
Office of Emergency Services  
Attention: Director of General Services  
44 N. San Joaquin Street, Suite 590  
Stockton, California 95202

City of Escalon  
Attention: Police Chief  
1749 Coley Avenue  
Escalon, California 95320

City of Lathrop  
Attention: Fire Chief  
800 E. J Street  
Lathrop, California 95330

City of Manteca  
Attention Fire Chief:  
1154 S. Union Road  
Manteca, California 95337

City of Lodi  
Attention: Fire Chief  
210 W. Elm Street  
Lodi, California 95240

City of Ripon  
Attention: Police Chief  
259 N. Wilma Avenue  
Ripon, California 95366

City of Stockton  
Attention: Fire Chief  
425 N. El Dorado Street  
Stockton, California 95202

City of Tracy  
Attention: Fire Chief  
South County Fire Authority  
835 Central Avenue  
Tracy, California 95376

This Agreement may be executed by each party on a separate signature page and, when the executed signature pages are combined, shall constitute a single instrument.

This Agreement contains the entire agreement between the Parties concerning this subject matter and supersedes any and all prior agreements, understandings, representations, and statements between the Parties, officers, elected and appointed officials, employees, volunteers or agents, whether oral or written. No modification, waiver, amendment, discharge, change or revision of this Agreement shall be valid unless same is made in writing and approved by all Parties hereto.

San Joaquin County's Director of Emergency Operations shall maintain copies of this Agreement, all signature pages and any Joinder Agreements submitted pursuant to Article 6.

This Agreement shall be in full force and effect as of the date identified on the signature page of the last original signatory hereto.

ATTEST: MIMI DUZENSKI  
Clerk of the Board of Supervisors  
of the County of San Joaquin  
State of California

COUNTY OF SAN JOAQUIN, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
ROBERT V. ELLIOT  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
J. MARK MYLES  
COUNTY COUNSEL

By: \_\_\_\_\_  
JASON R. MORRISH  
Deputy County Counsel

ATTEST:  
Clerk for the City of Escalon

CITY OF ESCALON, a Municipal  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_

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

ATTEST:  
Clerk for the City of Lathrop

CITY OF LATHROP, a Municipal  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_

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

ATTEST:  
Clerk for the City of Manteca

CITY OF MANTECA, a Municipal  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_

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

ATTEST:  
Clerk for the City of Ripon

CITY OF RIPON, a Municipal  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_

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



ATTEST:  
Clerk for the City of Stockton

CITY OF STOCKTON, a Municipal  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_

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

ATTEST:  
Clerk for the City of Tracy

CITY OF TRACY, a Municipal  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_

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

ATTEST:  
Clerk for the City of Lodi

CITY OF LODI, a Municipal  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_

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