

County of Santa Cruz

0185

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831) 454-2985 FAX: (831) 454-2353

Mark Tracy
Sheriff-Coroner

December 21, 2000

AGENDA: January 23, 2001

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, CA 95060

RE: COOPERATIVE AGREEMENT FOR DISPOSAL OF EXPLOSIVES AND
OTHER COMBUSTIBLE DEVICES AND SUBSTANCES WITHIN
MONTEREY COUNTY

Dear Members of the Board:

The Santa Cruz County Sheriffs Office has trained deputies and equipment to retrieve and dispose of explosive and combustible substances and devices. This team of deputies is referred to as the Santa Cruz County Bomb Squad. The Sheriffs Office has recently been contacted by Monterey County to enter into a cooperative agreement. to provide this service for their jurisdiction. This letter is intended to provide the Board with a historical perspective: and request approval of a cooperative agreement for the disposal of explosives and other combustible devices and substances within Monterey County.

Historically, Monterey County relied on the military forces stationed at Fort Ord to provide their expertise in situations involving the disposal of explosives. The change in use of Fort Ord left a void in this area that has not yet been filled. Monterey County has every intention to develop a program in the future, but currently lacks the departmental expertise to dispose of explosive and combustible devices and substances found within its jurisdiction.

At present when problems arise, they request the assistance of the military stationed at Moffett Field and the Santa Cruz County Sheriffs Office based on mutual aid and availability to cover the two or three monthly calls for service. Over time it has become apparent that the services provided by the Santa Cruz County Sheriffs Office Bomb Squad best accommodate the needs of Monterey County because of our training,

expertise and proximity. To better serve their community and provide consistent service, they recently contacted the Santa Cruz County Sheriffs Office to determine if we would be interested in entering into an agreement for ongoing services . The Santa Cruz Sheriffs Office agreed to work with Monterey County to develop a fee driven cooperative agreement.

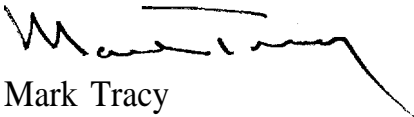
The cooperative agreement that has been developed would provide two technicians from the Santa Cruz County Sheriffs Office to respond to emergency requests of Monterey for bomb disposal services within the County of Monterey. As part of this agreement, it is understood that the technicians may be unavailable for immediate response due to factors including, but not limited to, emergencies within Santa Cruz County. During such periods, Monterey may request assistance from State OES Mutual Aid, Military Explosive Ordinance Disposal, or ~~from~~ other available resources.

The term of this agreement shall commence on the date of approval by the Board of Supervisors and continue for an initial period of two years. Monterey County agrees to pay Santa Cruz a direct fee, comprised of an hourly rate of \$100 per technician, for a minimum of two technicians per incident. Monterey County will also indemnify, defend, and hold harmless Santa Cruz and its officers and employees.

IT IS THEREFORE RECOMMENDED that your Board:


- 1) Approve the cooperative agreement for disposal of explosives and other combustible devices and substances within Monterey County and authorize the Sheriff-Coroner to sign; and
- 2) Adopt resolution accepting unanticipated revenue in the amount of \$6,000.

Sincerely,



Mark Tracy
Sheriff-Coroner

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Sheriff-Coroner, Auditor-Controller

COUNTY ADMINISTRATIVE OFFICER

☒ Recommended to Board (Y - J -
☐ /z/ Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____ 20_____
 by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO ACCOUNTING
 DETAIL


 Auditor-Controller

Distribution:
 Auditor-Controller
 County Counsel
 CAO
 Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0189

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner (Dept.)
W. T. [Signature] (Signature) 1-4-2001 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County Sheriff's Office (Agency)
and Monterey County, Sheriff's Office, P.O. Box 180, Salinas CA 93906 (Name & Address)
- The agreement will provide for the disposal of explosives and other combustible devices and
substances within Monterey County
- The agreement is needed because Monterey County is unable to provide this service at this time.
- Period of the agreement is from 1/23/01 to 6/30/01
- Anticipated cost is \$ revenue \$6,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Revenue agreement
- Appropriations are budgeted in 661300 (Index#) 2047 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations NA are available and have been encumbered.
are not will be

Contract No. R 583747 Date 1-4-2001

GARY A. KNUTSON, Auditor - Controller

By P. J. [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Sheriff-Coroner to execute the same on behalf of the County of Santa Cruz
(Agency).

Remarks: _____ (Analyst)
By [Signature] Date 1/11/00
County Administrative Officer

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____

By _____ Deputy Clerk

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COOPERATIVE AGREEMENT FOR DISPOSAL OF EXPLOSIVES
AND OTHER COMBUSTIBLE DEVICES AND SUBSTANCES
WITHIN MONTEREY COUNTY

THIS AGREEMENT made this _____ day of _____ 200~~1~~ by and between the County of Santa Cruz, hereinafter referred to as Santa Cruz, and the County of Monterey, hereinafter referred to as Monterey, and is made with reference to the following recitals.

WHEREAS, the Santa Cruz Sheriff Department has trained deputies and equipment to retrieve and dispose of explosive and combustible substances and devices; and

WHEREAS, Monterey has the need from time to time to dispose of explosive and combustible devices and substances found within its jurisdiction, but lacks the expertise to do so; and

WHEREAS, Santa Cruz is able to offer the services of its Bomb Squad to Monterey without compromising the availability of such services within the unincorporated area of Santa Cruz County.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Definitions as used in this Agreement:

Explosives: Materials that detonate rather than burn.

Hazardous Chemical: A chemical that is hazardous solely due to its chemical composition, and is not an initiating element of an improvised explosive or incendiary device.

Improvised Device: A non-commercially manufactured apparatus designed to injure person or property, or for entertainment.

Incendiaries or Incendiary Devices: Materials or devices intended for, or used to create a fire when initiated.

2. Santa Cruz agrees to provide two Technicians to respond to emergency requests of Monterey for bomb disposal services within the County of Monterey. It is understood that the Technicians may be unavailable for immediate response due to

factors including, but not limited to, emergencies within Santa Cruz County. During such periods, Monterey may request assistance from State OES Mutual Aid, military Explosive Ordinance Disposal, or from any other available source.

3. Monterey agrees to pay Santa Cruz a direct fee, comprised of an hourly rate of \$100 per Technician, for a minimum of two Technicians per incident, portal to portal.

4. The term of this Agreement shall commence on the date set forth above and shall continue for an initial period of two (2) years unless sooner terminated as provided herein. Either party may terminate this Agreement for cause effective upon the date written notification is given to the other party; such written notice shall set forth in detail the grounds of termination. Either party may terminate this Agreement at any time without cause upon giving the other party thirty (30) days' advance written notice of its intent to terminate the Agreement.

5. All requests for the Santa Cruz County Bomb Squad from any agency in Monterey County shall be made through the Monterey County Sheriffs Department as outlined in the COOPERATIVE AGREEMENT PROCEDURES, which are attached hereto and incorporated herein by reference.

6. Santa Cruz shall obtain pertinent incident information and initiate call-out procedures as outlined in the attached COOPERATIVE AGREEMENT PROCEDURES.

7. Upon notification, Technicians will phone the contact person as soon as is practicable to obtain additional information as outlined in the attached COOPERATIVE AGREEMENT PROCEDURES and to provide an estimated time of arrival.

8. This Agreement shall not apply to the disposal of hazardous chemicals or hazardous substances which are not capable of being detonated or **furned** as a means of disposal or which must be disposed of by other means.

9. This Agreement shall not apply to the disposal of military explosive substances unless there is evidence that such munitions are part of an improvised explosive device.

10. Monterey shall indemnify, defend, and hold harmless Santa Cruz and its officers and employees from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Santa Cruz and its officers and employees may sustain or incur or which may be imposed upon it for injury to or death of any persons or damage to property as a result of, arising out of, or in any manner connected with Monterey's negligence, willful misconduct, or criminal acts while

engaged in the performance of this Agreement.

11. Monterey shall cooperate with Santa Cruz's Bomb Squad in arranging for security of the incident area, coordination of transportation of the unit's equipment, and for the availability of fire and paramedic personnel.

12. Santa Cruz's Bomb Squad shall choose the manner of disposal of the explosive or combustible device or substance, which may include in-place detonation.

13. The involvement of personnel and equipment in disposal activities from Monterey or from an entity requesting disposal services through Monterey shall be at the sole risk and responsibility of Monterey or of the requesting entity respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year first written above.

COUNTY OF SANTA CRUZ

By: _____

Title: _____

COUNTY OF MONTEREY

By: Gordon Lorne

Title: Sheriff

Approved as to form:

BY Harry A. Oberhelman, III

Harry A. Oberhelman, III
Assistant County Counsel
Santa Cruz County

Approved as to form:

By Leroy W. Blankenship

Leroy W. Blankenship
Assistant County Counsel
Monterey County

SANTA CRUZ COUNTY BOMB SQUAD
COOPERATIVE AGREEMENT PROCEDURES
FOR MONTEREY COUNTY

The Santa Cruz County Sheriffs Office will provide two (2) Level 1 Technicians as available (technicians are not on-call) to assist Monterey County Sheriffs Department as provided for in the Explosives Disposal Agreement. If Santa Cruz County Bomb Squad personnel are unable to respond, Monterey County may either request another police bomb squad (such as San Jose, Alameda, or San Luis Obispo) through established State OES mutual aid procedures, or assistance may be requested from military EOD at Moffett Field (650 603-830 1).

All request for the Santa Cruz County Bomb Squad from any agency Monterey County will be routed through the Monterey County Sheriffs Department. When there is a request for the Bomb Squad, Monterey County Sheriffs Department will notify Santa Cruz County NETCOM at (83 1) 471-1120, and provide the following information:

- 1) Type and number of devices/quantity of material.
- 2) Is there an immediate threat to human life?
- 3) TIME INCIDENT BEGAN.
- 4) Location of incident.
- 5) Agency of jurisdiction, and name and phone number of contact person.

Upon notification, NETCOM will immediately notify the on-duty Watch Commander who will initiate a Bomb Squad Call-out. NETCOM will attempt to contact two Technicians and give them the above-listed information. A Technician will then phone the contact person as soon as an ETA can be estimated. The contact person at the requesting agency should be prepared to provide the technician with the following additional information:

- 1) As detailed a description of the device as is available.
- 2) Has the device/material been removed, and if so, how?
- 3) Have any devices initiated? How?
- 4) Have there been any threats associated with the device?
 - a) If so, what is the exact wording?
 - b) If so, is there a time element?
- 5) Location of person finding the device and officers or other witnesses who have moved or closely observed the device. NOTE: It is imperative that these people be made available to the responding technicians for interview upon their arrival.
- 6) Are there suspects?
- 7) Has there been an evacuation? How large an area?
- 8) What is the location of the command Post/Staging area

SANTA CRUZ COUNTY BOMB SQUAD STANDARD OPERATING PROCEDURES

The Bomb Squad generally will only respond to a threat when a suspicious item is actually present at the scene of the threat. When a suspicious item has been discovered and the bomb squad responds, the initial court of action should be:

- A. Gather information and evaluate situation (beginning in route).
- B. Confirm evacuation and appropriate perimeter size.

The exact verbiage of any threat needs to be evaluated and any pertinent information - particularly regarding time of detonation - should be considered prior to arriving at the scene. The situation analysis should immediately determine whether the event is currently life threatening.

LIFE THREATENING SITUATION: Clear and present threat to life, including bomb technicians.

- 1) Analyze device and situation to determine threat level.
- 2) Take action necessary to reduce threat level.
- 3) When the life threat is eliminated, revert to non-life threatening procedures.

NON-LIFE THREATENING SITUATION: Threat is only to property, no lives are at risk.

- 1) Utilize essential safety equipment unless physically impossible due to environment.
- 2) Analyze suspect item and environment.
- 3) Employ remote procedures and techniques.

Throughout the decision-making process the following considerations, listed in order of priority, are paramount:

- a. Public Safety
- b. Safety of the officers on the scene (including the bomb technician).
- c. Protection and preservation of public and private property.
- d. Collection and preservation of evidence.
- e. Convenience to the public/restoration of services.

SAFETY PRINCIPLES FOR BOMB RESPONSE PLAN

Preservation of human life is of paramount concern to all public safety agencies and individuals responsible for the safe disposal of all explosive hazards. The following safety principles shall be followed:

- 1) Do not hand enter pipe bombs.
- 2) Human life shall not be placed in jeopardy for the purpose of securing or preserving evidence or property.
- 3) A bomb squad response team must include two (2) bomb technicians with essential safety equipment.
- 4) Only bomb squad personnel or those requested by the bomb squad shall be permitted within the bomb disposal operation perimeter.
- 5) Paramedics and emergency **fire** personnel shall be present when the bomb squad responds to the scene of suspicious items.

The requesting agency must be prepared to arrange to have **fire** and paramedic Personnel on-scene at the time of any render-safe procedures, if requested by the responding technicians.

The primary expertise of the Hazardous Devices Technicians on the Bomb Squad is with improvised explosive devices of all types (the most common being the pipe bomb). Bomb Squad personnel are trained and equipped to render safe all types of IED's except nuclear, biological, and chemical dispersion devices (in the event of such a Weapon of Mass Destruction the FBI in San Francisco may be called directly or Santa Cruz County Bomb Squad Technicians can be called upon to assist in facilitating the response of FBI or other trained personnel). Bomb Squad Technicians are also trained to deal with improvised incendiary devices, In emergency situations, the Bomb Squad can also dispose of explosive (such as old dynamite and large **fireworks**).

The Bomb Squad will not respond to hazardous chemicals except when such chemicals appear to be utilized solely for the purpose of fusing/initiating and improvised explosive device. The Bomb Squad is not equipped for hazardous waste disposal.

The Bomb Squad is not trained or equipped to render-safe commercially manufactured military explosive munitions and will not respond to same except to provide telephonic advice regarding safety precautions to be utilized by Monterey County agencies pending the arrival of military EOD personnel. The Military EOD Unit at Moffett Field Unit should be called at their 24-hour number (650) 603-8301 to dispose of any commercially manufactured military munitions.

Radio communications between Santa **Cruz** County Bomb Squad and agencies in Monterey County will be via CLEMARS unless alternative arrangements are mutually agreed upon.