BINATIONAL HAZARDOUS MATERIALS EMERGENCY PLAN

AMONG
CITY OF EL PASO, TEXAS
SUNLAND PARK, NEW MEXICO
MUNICIPALITY OF JUAREZ, CHIHUAHUA, MEXICO

June 15, 2007
Version 4.4 (FINAL)

Table of Contents

Section **Page**

Acknowledgements.....3

Foreword.....6

Memorandum of Agreement.....7

Appendix.....14

Acknowledgements

This plan was prepared by a Steering Committee for the communities of the City of El Paso, Texas, the City of Sunland Park, New Mexico, and Municipality of Juarez, Chihuahua, Mexico. The Steering Committee members include:

CITY OF EL PASO, TEXAS:

Robert D. Andrade, Executive Assistant to Mayor John Cook, City of El Paso

Fire Chief Roberto Rivera, Chief of El Paso Fire Department

Chief Don R. Berger, El Paso Fire Department, Office of Emergency Management

Lt. Danny Medrano, Assistant Coordinator, El Paso Fire Department, Office of Emergency Management

MUNICIPALITY OF JUAREZ, CHIHUAHUA, MEXICO:

Efrén Matamoros Barraza, Director of Office of Ecology and Civil Protection, Municipality of Juarez, Chihuahua, Mexico

Guadalupe Sandoval Castro, Civil Protection, Fire Chief of the Municipality of Juarez Fire Department

CITY OF SUNLAND PARK, NEW MEXICO

Fire Chief Robert Monsivaiz, Fire Chief for the City of Sunland Park

The Steering Committee would like to thank the following people for their assistance in developing the plan:

CITY OF EL PASO, TEXAS:

Edward Lowe, El Paso Fire Department

Chief Chris Celaya, Division Chief, El Paso Fire Department

CITY OF SUNLAND PARK, NEW MEXICO:

Patricia Luna, City of Sunland Park, New Mexico

MUNICIPALITY OF JUAREZ, CHIHUAHUA, MEXICO:

Luís Rodríguez, Civil Protection, Municipality of Juarez Fire Department

José de Jesús Gamboa, Civil Protection, Municipality of Juarez Fire Department

UNITED STATES CONSULATE:

Donna M. Blair, U.S. Consul General at the Municipality of Juarez, Chihuahua, Mexico

REPRESENTED BY:

Kathleen L. Walz, Consul, and Vivek Joshi & Celia C. Thompson, Vice Consuls, U.S. Consulate in the Municipality of Juárez, Chihuahua, Mexico

Juan Pablo Santana, U.S. Consulate in the Municipality of Juárez, Chihuahua, Mexico

MEXICAN CONSULATE:

Juan Carlos Foncerrade Berúmen, Consul General of México in El Paso, Texas

REPRESENTED BY:

Gisele Ludlow Fernández, Consul for Political and Border Issues, Mexican Consulate in El Paso, Texas

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 6:

Dr. Carlos A. Rincón, Director of EPA Region 6 Border Office, El Paso, Texas

Maria Sisneros, Environmental Engineer, EPA Region 6 Border Office, El Paso, Texas

Valmichael Leos, Federal On-Scene Coordinator (FOSC), U.S. Environmental Protection Agency, Dallas, Texas

SECRETARIA DE MEDIO AMBIENTE Y RECURSOS NATURALES (SEMARNAT):

Biol. Gerardo Tarín Torres.- Office of Atmosphere Contaminants as relating to Border 2012, en Ciudad Juarez, Chihuahua

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

Eugenia Posada, IGR/Border Affairs, Region 6 TCEQ, El Paso, Texas

Terry L. McMillan, Water and Waste Sections Manager, Region 6 TCEQ, El Paso, Texas

NEW MEXICO ENVIRONMENT DEPARTMENT:

Dennis Pepe, New Mexico Environment Department

SPECIAL ACKNOWLEDGEMENTS:

Arq. Oscar Nieto, former Director of Office of Ecology and Civil Protection, Municipality of Juarez, Chihuahua, Mexico

BINATIONAL HAZARDOUS MATERIALS EMERGENCY PLAN AMONG CITY OF EL PASO, TEXAS SUNLAND PARK, NEW MEXICO MUNICIPALITY OF JUAREZ, CHIHUAHUA, MEXICO

Foreword

In 1999, the United States of America and the United Mexican States signed a Joint Contingency Plan (JCP) that established a foundation for cooperative efforts regarding prevention, preparedness, response, and mitigation of hazardous substances releases in the border area, which is defined as 62.2 miles (100 km) on either side of the inland international boundary. The JCP serves as an umbrella plan, which sets forth a broad framework for planning efforts for the 14 Sister City pairs on the U.S. - Mexico border from California through Texas. In this Memorandum of Understanding, the signatory municipalities acknowledge the need to develop plans and establish preventive and response mechanisms between Sister Cities. They recognize the benefits of cross border response and cooperative sharing of resources and manpower in times of national disasters. So too, the communities of the City of El Paso, Texas, Sunland Park, New Mexico, and the Municipality of Juarez, Chihuahua, Mexico, recognize their need to cooperate with each other in times of local disasters and to take measures to reduce risks and mitigate incidents.

This binational plan calls for increased communication, coordination and cooperation in response to an accidental or deliberate hazardous substance release in the border area. Its goals and objectives are to more effectively and efficiently utilize resources on both sides of the border to prevent and respond to emergency situations to protect public health, environment, and property in the border area.

It is not the intent of this plan to supersede any existing local, state, regional, or federal authorities or plan when a disaster or emergency has been declared in the border area nor to create any legal rights or obligations under domestic or international law. Rather, the purpose is to complement existing plans and to better serve the local community by creating an infrastructure for responding to emergencies.

MEMORANDUM OF UNDERSTANDING
ON CROSS BORDER COMMUNICATIONS AND EMERGENCY RESPONSE STRATEGIES FOR THE COMMUNITIES OF:
MUNICIPALITY OF JUAREZ, CHIHUAHUA, MEXICO,
THE CITY OF El PASO, TEXAS, UNITED STATES, AND THE CITY OF SUNLAND PARK, NEW MEXICO, UNITED STATES

The Municipality of Juarez, Chihuahua, Mexico, the City of Sunland Park, New Mexico, and the City of El Paso, Texas intend to cooperate to effectively reduce the risk of threats to the public health, safety and welfare of their communities caused by explosions, fires, spills, or releases of hazardous substances into the environment, whether accidental or deliberate. This Memorandum of Understanding ("MOU") is intended to reinforce the cooperation among the jurisdictions to assist them in preventing and responding more effectively and efficiently to these emergencies, as well as properly and timely notifying counterpart agencies in the event of an incident on either side of the international border.

This MOU takes into account the previously signed sister city agreement between Ciudad Juarez, Chihuahua, Mexico and the City of El Paso, Texas, USA, signed in El Paso, Texas on April 21, 2005, and the Letter of Intent to establish a sister city agreement between Ciudad Juarez, Chihuahua, Mexico and the City of Sunland Park, NM, USA, in Ciudad Juarez, Chihuahua signed on October 31, 2006.

The following statements of principles are intended to serve as a guide to emergency planning and response authorities in all three jurisdictions.

1. Nothing in this memorandum is intended to revoke or diminish the application of United States law in the United States or Mexican law in Mexico.

2. The agencies of all three municipalities charged with emergency responsibilities intend to ensure that in areas of common concern, plans of all three jurisdictions for the emergency use of manpower, material resources, supplies, systems, and services, where feasible and practicable, are compatible and involve mutual training. To this end, and in accordance with the Border 2012 program, a Binational Emergency Preparedness and Response Task Force is to be established and meet regularly. The Task Force is to address planning and preparedness activities, and training needs, and conduct a binational exercise to evaluate and improve the coordination of this binational plan.

3. This MOU does not relieve any of the mentioned municipalities of the obligation to provide protection against fires or other emergencies, according to their respective jurisdictions, and to use reasonable diligence in maintaining all equipment in adequate condition according to applicable standards established by their respective jurisdictions.

4. Emergency personnel of the signatory municipalities are presently unable to cross the U.S. – Mexico border to respond to an incident. Roles and responsibilities are limited to technical and training assistance, exercises, notification and communications and hazardous materials information exchange as well as the commitment to prevent and reduce risks, both accidental and deliberate.

   a. Notification

      The signatory municipalities intend to provide timely binational notification to counterpart authorities in the event of a hazardous materials incident occurring within two miles (3.2 kilometers) of the U.S. – Mexico border. A Notification Flow Chart has been developed and included in the binational plan. The municipalities intend to periodically conduct notification exercises to ensure proper and timely communication. Any changes in phone numbers, or proposed changes to notification procedures, are to be communicated promptly and do not require an amendment to this MOU.

   b. Hazardous Materials Information Exchange

      To assist in the proper identification of potential risks, the City of El Paso, Texas, the City of Sunland Park, New Mexico, and the Municipality of Juarez, Chihuahua, Mexico, intend to undertake the semiannual exchange of information regarding the location, types and estimated quantities of chemicals handled by facilities located within two miles of the international border, as described in the binational plan. This information is to be treated as confidential and is intended only for use as a reference for first responders in these jurisdictions. This information is to be exchanged on portable media.

   c. Technical Assistance

      The signatory municipalities to this MOU intend to provide, at each municipality's sole discretion, limited technical assistance as requested by counterpart agencies. This technical assistance may include, but is not limited to, analysis of conditions and circumstances of a given incident, the assessment of potential equipment purchases and training, exercises, prevention and risk reduction. Training is to be provided as funding is available.

5. For the purpose of emergency relief, and health and welfare services, each community intends to ensure that those affected, within each government's respective jurisdiction, by an incident, receive proper medical treatment.

6. The signatory municipalities to this MOU intend to use their best efforts to protect and restore the natural environment, within each government's respective jurisdiction, during and after an incident.

7. Every two years, the signatory municipalities intend to examine the present MOU and decide whether it should be modified. In addition, at any time, the municipalities may examine this MOU and propose changes to the other municipalities by personal service or certified mail. Changes would be considered effective starting on the date the modifications are signed by all signatory municipalities.

8. The Task Force is to attempt to analyze all options with regard to future expansion and coordination between the parties of this MOU, including but not limited to, the use of standard communication frequency on both sides of the border.

9. Any signatory municipality may withdraw from this MOU at any time by giving thirty (30) calendar days prior written notice to all other signatory municipalities. Any such withdrawal is not to terminate participation in this MOU as to the remaining two signatory municipalities.

10. Any municipality may change its mailing address by giving five (5) calendar days written notice to each of the other municipalities. All notices are to be served by personal service or by the respective municipality's Postal Service certified mail addressed to:

City of El Paso
#2 Civic Center Plaza
Attn: City Clerk
El Paso, TX 79902
USA

Honorable Mayor of Sunland Park
1000 McNutt Rd. Suite A.
Sunland Park, NM 88063
USA

Municipio de Juárez, Chihuahua, México
Avenida Francisco Villa 950 Nte.,
Primer Piso, Ala Norte
Zona Centro C.P. 32000
Cd. Juárez, Chihuahua
MEXICO

11. The municipalities recognize that each municipality is liable only for the negligence or omissions of that municipality's employees acting within the scope of their employment while acting in the furtherance of this MOU, as determined under domestic law. Under this MOU, each municipality and its "public employees" as defined by their respective jurisdictions, and its agents, representatives or officers act in their territory according to limitation of liability pursuant to their respective jurisdiction. No provision in this MOU modifies or waives sovereign immunity or any other legal defenses available to the City of Sunland Park, New Mexico or the City of El Paso, Texas. As to Sunland Park, New Mexico, any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. N.M.S.A. 1978) and any amendments thereto. As to Sunland Park, New Mexico, no provision in this MOU modifies or waives any provision of the New Mexico Tort Claims Act. As to the City of El Paso, Texas, any liability incurred in connection with this MOU is subject to the immunities and

limitations of the Texas Tort Claims Act (Title 5, Chapter 101, et seq. Civil Practice and Remedies Code 1985) and any amendments thereto. As to the City of El Paso, Texas, no provision in this MOU modifies or waives any provision of the Texas Tort Claims Act.

12. Nothing herein contained is intended or should be construed in any way to create or establish the relationship of co-partners between the municipalities or to establish either municipality as an agent, representative or employee of the other municipalities for any purpose or manner whatsoever.

13. Performance of the activities outlined under this MOU is contingent upon timely and sufficient appropriations and lawful authorization being made by the governing bodies of the municipalities for the purchase or performance of work, services or products outlined by this MOU. A municipality's decision as to whether sufficient appropriations are available is to be accepted by the other municipalities and is to be considered final.

14. This MOU does not affect the rights and the obligations of the signatory municipalities that are already in effect under any international legal instrument.

Signed in triplicate at _____ on _____, 2007 in English and Spanish where the content being equal and valid.

MUNICIPALITY OF JUAREZ, CHIHUAHUA, MEXICO

_____
Héctor Agustín Murguía Lardizábal
Mayor
Municipality of Juarez, Chihuahua, MEX

_____
Jorge Antonio Álvarez Compean
Secretary
Honorable City Council

_____
Efrén Matamoros Barraza
Director General
Ecology and Civil Protection

_____
Raúl Rodarte Gonzalez
Presiding Councilman for the
Ecology and Civil Protection
Commission

CITY OF EL PASO, TEXAS

Attest: Richarda Momsen
City Clerk

John F. Cook
Mayor

APPROVED AS TO CONTENT:

Roberto Rivera, Fire Chief
Fire Department

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

Ellen A. Smyth, P.E., Director
Environmental Services Department

CITY CLERK DEPT.
07 JUN 20 AM 9:01

CITY OF SUNLAND PARK, NEW MEXICO

_____

Ruben Segura
Mayor
City of Sunland Park,
New Mexico, USA

APPROVED AS TO FORM:

_____

Enrique Palomares
City Attorney
City of Sunland Park, New Mexico, USA

APPROVED AS TO CONTENT:

_____

Robert Monsivaiz
Fire Chief
Sunland Park Fire Department

Appendix

24-Hour Emergency Notification and Communication

Any substantial threat to public health, the environment, or property due to an accidental spill or release of an oil or hazardous material into the air, surface water, groundwater, or onto the ground, should be reported to:

El Paso	Sunland Park	Juarez
First Response 911 (In US)	First Response 911 (In US)	First Response 060 & 066 (In Mexico)
Local Phone Numbers El Paso Fire (915) 832-4432 International 011-915-832-4432	Local Phone Numbers Sunland Park Fire Dispatch (505) 589-6600 International 011-505-5289-6600	Local Phone Numbers Juarez 207-3859 207-3860 207-3861 207-3862 International 001-52-656-649-8854