

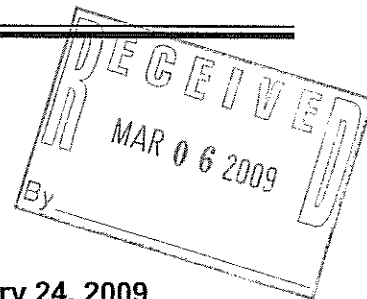


County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(831) 454-4000 Fax: (831) 454-4770

HEALTH SERVICES AGENCY
ADMINISTRATION



February 2, 2009

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street, Fifth Floor
Santa Cruz, CA 95060

APPROVED AND FILED

BOARD OF SUPERVISORS AGENDA: February 24, 2009

DATE: 2/24/09
COUNTY OF SANTA CRUZ
SUSAN A. MAURELLO
OFFICE CLERK OF THE BOARD

BY: *[Signature]* DEPUTY

SUBJECT: Memorandum of Understanding to Provide Regional Hazardous Materials Response for Santa Cruz County

Dear Members of the Board:

On June 13, 2000, your Board accepted a report from the Hazardous Materials Advisory Commission's (HMAC) and directed the Health Services Agency to develop an interagency Memorandum of Understanding (MOU), between the County, the four local cities, University of California at Santa Cruz (UCSC), California State Parks, and the Fire Chiefs' Association for a county-wide response capability for Level II hazardous material incidents. In 2001, various local Fire Agencies and Environmental Health Services formed the Santa Cruz Hazardous Material Interagency Team (SCHMIT). The Scotts Valley Fire Protection District agreed to provide administrative and financial coordination for the SCHMIT.

On April 23, 2002, your Board approved an Agreement between the County, the City of Santa Cruz, the City of Scotts Valley, University of California-Santa Cruz, and the Scotts Valley Fire Protection District providing for Regional Hazardous Material Emergency Response services and authorized the County Administrative Officer to sign the Agreement on behalf of the County. This MOU did not include the City of Capitola, the City of Watsonville, and California State Parks.

Today, the Health Services Agency is recommending your Board's approval of a new MOU, which now includes all four Cities (Capitola, Santa Cruz, Scotts Valley, and Watsonville); the County; the University of California, Santa Cruz; California State Parks; and, the Scotts Valley Fire Protection District.

The purpose of the MOU is to provide a timely response to hazardous materials releases within the boundaries of the Local Agencies by a locally controlled and based HazMat Team. The MOU addresses the need and establishes the means to maintain a local response capacity to hazardous materials release incidents greater than the any one local agency could afford individually. The key provision of the MOU is the distribution of the cost of this capability across each Agency based on either population or potential need for the services. The new Agreement expands the cost sharing by the addition of two cities (Capitola and Watsonville) and California State Parks. This expansion translates to a cost


Memorandum of Understanding to Provide Regional Hazardous Materials Response
Agenda Date: February 24, 2009
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savings for the participants in the existing contract and fulfills your Board's directive to Environmental Health Services on April 23, 2002.

It is, therefore, RECOMMENDED that your Board:

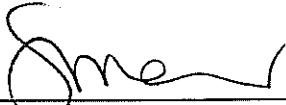
1. Approve the attached Agreement between the County, the City of Capitola, the City of Santa Cruz, the City of Scotts Valley, the City of Watsonville, the University of California-Santa Cruz, California State Parks, and the Scotts Valley Fire Protection District providing for Regional Hazardous Material Emergency Response services; and,
2. Authorize the County Administrative Officer to sign the Agreement on behalf of the County.

Sincerely,



Rama Khalsa, Ph.D.
Health Services Agency Director

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
County Counsel
HSA Administration
Scotts Valley Fire Protection District
City of Capitola
City of Santa Cruz
City of Scotts Valley
City of Watsonville
University of California – Santa Cruz
California State Parks
Santa Cruz County Fire Chiefs Association

**AGREEMENT TO PROVIDE FOR A
REGIONAL HAZARDOUS RESPONSE TEAM
SANTA CRUZ COUNTY**

This agreement is entered into by and between the County of Santa Cruz, City of Santa Cruz, City of Scotts Valley, City of Capitola, City of Watsonville, the California Department of Parks and Recreation for its Santa Cruz District, and the Regents of the University of California on behalf of the University of California, Santa Cruz, hereinafter collectively referred to as the "Local Agencies", and the Scotts Valley Fire Protection District, hereinafter referred to as the "District", (the Local Agencies and the District may hereinafter be referred to as a "Party" or collectively the "Parties") and is made with reference to the following recitals.

Whereas, Local Agencies and District acknowledge that there is a need for a local response capacity to hazardous materials release incidents greater than the current capabilities of the Local Agencies; and,

Whereas, the Santa Cruz County Hazardous Materials Advisory Commission, (HMAC), comprised of members of each of the Local Agencies and the public at large, has recommended that an emergency response team be created within Santa Cruz County; and,

Whereas, the state mandates that Santa Cruz County create and maintain a Santa Cruz County Area Plan addressing, among other issues, emergency response to hazardous materials releases within the jurisdictions of each of the Local Agencies; and,

Whereas, each member of the Local Agencies is empowered to provide hazardous material release responses within their respective jurisdictions; and,

Whereas, none of the members of the Local Agencies have the present capability to respond to hazardous materials releases at levels two or three; and,

Whereas, for each member of the Local Agencies to achieve the appropriate response capability would be a great financial burden given the relatively few incidents of hazardous materials releases within each member's respective jurisdiction; and,

Whereas, the specialized services of a hazardous materials response team are above and beyond the normal response services provided on a reciprocal basis as contemplated under the provisions of the California Disaster and Civil Defense Master Mutual Aid Agreement to which all of the Parties are signatories; and,

Whereas, District has a hazardous materials release response team (herein after referred to as "HazMat Team") capable of responding at a level sought by the Local Agencies and is willing to provide this service within the jurisdictions of the Local Agencies; and,

Whereas, the Local Agencies wish to provide hazardous materials capability within their respective jurisdictions and are willing to contribute the cost of operating the HazMat Team to respond to such releases within their jurisdictions.

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL BENEFITS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

- PURPOSE.** This agreement is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code relating to the joint exercise of powers. The purpose of this agreement is to provide a timely response to hazardous materials releases within the boundaries of the Local Agencies by a locally controlled and based HazMat Team. It is also the purpose to establish a funding mechanism for the costs of equipment, maintenance, and other costs necessary for the operation of the HazMat Team by the District.
- HAZMAT TEAM.** District shall organize and administer a hazardous materials release local response team composed of personnel from various protection agencies and provide a hazardous materials release response to the Local Agencies within Santa Cruz County. The team shall be equipped with the approved protective and detoxification gear, analytical instruments and appropriate transportation vehicle. The Team shall be provided with continual training in the field of hazardous materials response.
- SCOPE OF SERVICES.** The District shall provide emergency response to hazardous materials releases beyond the scope of the first responder and to a level two and level three consistent with the level of training provided by HazMat team. Specific operational guidelines for the emergency response protocol will be set forth in the Santa Cruz County Area Plan.
- TERM AND TERMINATION.** The term of this agreement shall be one calendar year commencing on July 1, 2008 and ending on June 30, 2009 and shall renew automatically for consecutive one year periods on each June thereafter, unless written notice of non-renewal is given by any Party at least ninety (90) days prior to the end of the then current year term to all other Parties. Notice of non-renewal by one Party shall terminate this agreement as to that Party and the agreement shall remain in force for all other Parties. Other than non-renewal, this agreement may be terminated only by District by giving thirty (30) days written notice to all other parties.
- OPERATIONAL PROCEDURES.** The terms and conditions of the Santa Cruz County Agreement for Day-to-Day Exchange of Fire Service Resources Under Mutual Aid and Automatic Aid shall apply as the procedures for call out for

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HazMat Team response under this agreement, with the exception of the provisions related to compensation, which shall be in accordance with Section 6 herein.

- 6. COMPENSATION AND FUNDING. Local Agencies shall fund the annual costs of the hazardous materials response team by paying to District that sum established in District's annual HazMat team budget. Each member of the Local Agencies shall contribute to the annual budgeted cost that amount determined by applying population proportionate multiplier, established by comparing that member's population to the total population of Local Agencies, as determined by census. However the contribution made by State Parks and the University of California shall be a specified sum, which shall reduce the base amount, to which the proportionate multiplier shall apply for the remaining Local Agencies. For purposes of this agreement, the following multipliers and fixed sums shall apply:

County of Santa Cruz (unincorporated)	260,372/135,400 = 0.520
City of Santa Cruz	260,372/ 55,085 = 0.212
City of Capitola	260,372/ 10,500 = 0.040
City of Scotts Valley	260,372/ 11,680 = 0.045
City of Watsonville	260,372/ 47,707 = 0.183
University of California, Santa Cruz	\$ 6,000.00
California State Parks	\$ 5,000.00

Each member of the Local Agencies shall pay to the District its respective contribution for the cost of operating the HazMat Team, as set forth in the annual budget. Payment shall be made by September 1st of the year for which the budget pertains. It is acknowledged that the Santa Cruz County Auditor-Controller acts as the fiscal officer for the District and shall carry out all necessary audits. For each subsequent year under this agreement, all Parties shall adjust amongst themselves, if necessary based on population, their respective contributions ratios and sums. The fixed sum contributions will incrementally increase at the same rate as the proportionate contributors in each subsequent year.

- 7. BUDGET. On or before March 30 of each year, District shall prepare and distribute a proposed annual budget for the operation of the HazMat Team for the following agreement year. The budget shall include, but not be limited to, fixed amounts for team member differentials, training, equipment maintenance, technical reference updates, expendable supplies, vehicle costs, and equipment replacement. The Parties shall in good faith resolve any disagreement over the budget in a timely manner. The budget for the initial year under this agreement, 2008-2009, shall be as set forth in Attachment A.
- 8. REIMBURSEMENT FOR COSTS OF RESPONSES. In instances where a Local Agency is identified as the responsible party, the District shall invoice the responsible Local Agency within thirty (30) days from when the incident occurred.

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The Local Agency, within which the incident occurred, shall pay the District within thirty (30) days of the receipt of the invoice.

9. ANNUAL REPORT. After the first year of operation under this Agreement, and for each year of this Agreement thereafter, District shall prepare and submit to each member of the Local Agencies an annual report. The annual report shall be distributed to the Local Agencies on or before March 30 along with the proposed budget for the next fiscal year. The annual report shall contain an accounting of the total costs of operating the HazMat Team for the prior twelve months and the number of response incidents. The report also shall itemize for each response incident, the nature and type of response, the requesting agency, the response location and the costs associated with the response.
10. COST RECOVERY AGAINST RESPONSIBLE PARTIES. In the event that a responsible party (s) has been identified as a person causing in part or whole the need for a HazMat Team response, the County of Santa Cruz shall be entitled to initiate cost recovery efforts against the responsible party on behalf of the Parties to this Agreement. Any recovery obtained from third parties and/or any Federal EPA reimbursement shall first be used to reimburse District for any un-reimbursed expenses incurred in connection with the specific HazMat Team response, and any remainder shall be credited to the jurisdiction making the further monetary payment to District under paragraph 8 herein to the extent of such further monetary payment. The County shall be entitled to reimbursement for its costs and attorney's fees incurred in obtaining a recovery from a responsible party out of the recovery after any reimbursement to District.
11. DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT. In all other matters involving Mutual Aid that are not expressly stated in the terms and conditions of this Agreement, the terms and conditions of the Disaster and Civil Defense Master Mutual Aid Agreement shall apply.
12. LIABILITY AND HOLD HARMLESS. Each party shall bear its own exposure for Worker's Compensation for its own personnel while furnishing HazMat Team response or incident support services to any other Party to this Agreement or otherwise. Nothing herein however shall be deemed to limit the right of the employing Party or of its employees to seek recovery by a civil action for any loss, cost, or damages which arise out of activities under this Agreement consistent with the laws of the State of California relating to Worker's Compensation. It is understood and agreed that no Party, nor any officer or employee thereof, is responsible for any damage or liability, incurred through the sole negligence or willful misconduct of any other Party to this Agreement, that occurs by reason of any act or omission by that other Party to this Agreement, its officers or employees, or in connection with or in implementation of this Agreement. It is

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also agreed and understood that, pursuant to Government Code Section 895.4, each party to this Agreement shall fully indemnify, save, protect, defend and hold harmless all other Parties to this Agreement from any damage or liability resulting from the indemnifying Party's own sole negligence or willful misconduct, and/or those of its employees, officers or agents, in connection with acts or omissions in implementation of this Agreement.

- 13. NO THIRD PARTY BENEFICIARY FROM THIS AGREEMENT. Nothing in the provisions of this Agreement is intended to affect the legal liability of any Party to this agreement by imposing a standard of care different from the standard of care imposed by law. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing HazMat Team response under this Agreement by any Party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property within the territory of such party.
- 14. RESPONSE OUT OF AGREEMENT AREA. Nothing in this Agreement or any attachment shall obligate the HazMat Team to respond outside of the jurisdictional boundaries of the Local Agencies.
- 15. NOTICE. Notice required to be given by any party under the agreement shall be deemed given and effective for all purposes when deposited in the United States mail, postage prepaid, and addressed as follows:

Administrative Officer
 County of Santa Cruz
 701 Ocean Street, Room 520
 Santa Cruz, CA 95060

City Manager
 City of Santa Cruz
 809 Center Street
 Santa Cruz, CA 95060

City Manager
 City of Capitola
 420 Capitola Avenue
 Capitola, CA 95010

City Manager
 City of Scotts Valley
 1 Civic Center Drive
 Scotts Valley, CA 95066

City Clerk
City of Watsonville
275 Union Street, Suite 400
Watsonville, CA 95076

Vice Chancellor
Business and Administrative Services
University of California at Santa Cruz
1156 High Street
Santa Cruz, CA 95064

Chairman
Scotts Valley Fire Protection District
7 Erba Lane
Scotts Valley, CA 95066

- 16. TERMINATION. Upon the termination or expiration of this Agreement, the balance, (after all liabilities have been settled, including, but not limited to administrative expenses of the District) if any, shall be distributed to the Local Agencies as they shall mutually agree, or if no agreement, then funds shall be returned to each Party based on the prorata share of funding each Party was assigned at the time of termination.
- 17. NON-ASSIGNMENT. No Party shall assign any of the rights or obligations granted to it by the Agreement, except with the written mutual consent of all the other Parties.
- 18. MODIFICATIONS. This Agreement may only be modified by the mutual written consent of all the Parties.
- 19. VALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 20. Except as specifically and expressly provided in this Agreement, nothing in this Agreement shall be construed as giving any of the Parties the right or ability to bind the other or to create any joint liability with another Party or the other Parties with regard to or as a result of the activities undertaken to implement this Agreement.
- 21. Except as provided in this Agreement, none of the Parties waives any of the privileges and immunities from liability; exemptions from laws, ordinances, rules; all pension, relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any Party shall apply to

them to the same extent while engaged in activities for the implementation of this Agreement. Any employee and/or agent of a Party shall remain the employee and/or agent of that Party while engaged in an activity for the implementation of this Agreement.

22. Each Party warrants that it has the authority to execute this Agreement.

COUNTY OF SANTA CRUZ

Dated: 3/2/09

By: Susan Q. Moran
County Administrative Officer

APPROVED AS TO FORM:

By: [Signature]
County Counsel

APPROVED AS TO INSURANCE

By: [Signature] 2/26/08
Risk Management

CITY OF SANTA CRUZ

Dated: _____

By: [Signature]
City Manager

APPROVED AS TO FORM:

By: [Signature] 9-3-08
City Attorney

UNIVERSITY OF CALIFORNIA
SANTA CRUZ

Dated: _____

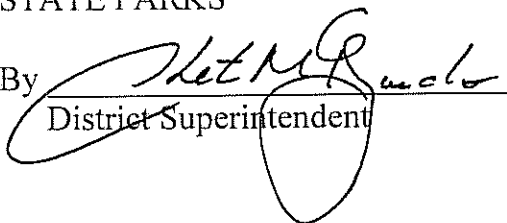
By _____
Vice Chancellor
Business and Administrative Services

APPROVED AS TO FORM:

By _____

STATE PARKS

Dated: 1/8/09

By  _____
District Superintendent

APPROVED AS TO FORM:

By Sheldon Brenner

SCOTTS VALLEY FIRE PROTECTION
DISTRICT

Dated: _____

By _____
Board Chairman

APPROVED AS TO FORM:

By _____

UNIVERSITY OF CALIFORNIA
SANTA CRUZ

Dated: _____

By _____
Vice Chancellor
Business and Administrative Services

APPROVED AS TO FORM:

By _____

STATE PARKS

Dated: _____

By _____
District Superintendent

APPROVED AS TO FORM:

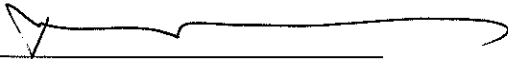
By _____

SCOTTS VALLEY FIRE PROTECTION
DISTRICT

Dated: 8-28-08

By Jane Armstrong
Board Chairman

APPROVED AS TO FORM:

By 
Phillip A. Passafiume

CITY OF CAPITOLA

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF SCOTTS VALLEY

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF WATSONVILLE

Dated: 9/2/08

By *[Signature]*
City Manager

APPROVED AS TO FORM:

By *[Signature]*
City Attorney

CITY OF CAPITOLA

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF SCOTTS VALLEY

Dated: 8-13-08

By *Stephen H. ...*
City Manager

APPROVED AS TO FORM:

By *King Powell*
City Attorney

CITY OF WATSONVILLE

Dated: _____

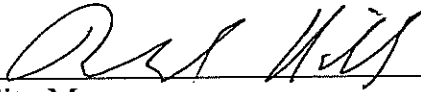
By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF CAPITOLA

Dated: _____

By 
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF SCOTTS VALLEY

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF WATSONVILLE

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

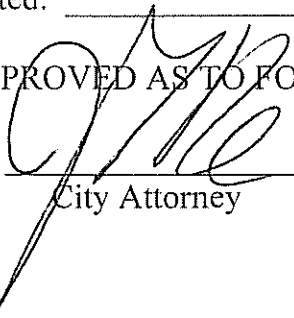
By _____
City Attorney

CITY OF CAPITOLA

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By  9-3-08
City Attorney

CITY OF SCOTTS VALLEY

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF WATSONVILLE

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF SCOTTS VALLEY

Dated: _____

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF WATSONVILLE

Dated: _____

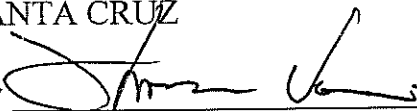
By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney

UNIVERSITY OF CALIFORNIA
SANTA CRUZ

Dated: 8.13.08

By  _____
Vice Chancellor
Business and Administrative Services

APPROVED AS TO FORM:

By  _____
CAMPUS COUNSEL