

**LETTER
OF
UNDERSTANDING**

for the

ASSEMBLY AND MAINTENANCE

of

**SHASTA CASCADE REGIONAL HAZARDOUS
MATERIALS TEAM**

A MULTI-AGENCY

HAZARDOUS MATERIALS RESPONSE TEAM

within

THE OPERATIONAL JURISDICTIONS OF

**LASSEN, MODOC, SHASTA, SISKIYOU,
TEHAMA AND TRINITY COUNTIES**

July 1, 2017
to
June 30, 2022

PREAMBLE

The Shasta Cascade Hazardous Materials Response Team (SCHMRT) was created to provide technical services at the scene of a hazardous materials incident within the operational areas of Lassen, Modoc, Shasta, Siskiyou, Tehama, and Trinity Counties. The agencies signatory to this agreement, having determined that the most efficient and cost-effective method to provide such services is to align themselves into a multi-agency team, do agree to the terms of this Letter of Understanding.

By commitment of resources, the agencies will develop the Shasta Cascade Hazardous Materials Response Team, which will serve to provide for response to incidents involving hazardous materials to the best of the participating agencies' collective abilities and capabilities. SCHMRT will be solely a call-when-needed resource for the participating agencies if resources are available, and will not circumvent the requesting agency's statutory authority.

The Shasta County Fire Department, with approval of the Shasta County Board of Supervisors, has committed to being the Lead Agency for SCHMRT.

LETTER OF UNDERSTANDING

SHASTA CASCADE HAZARDOUS MATERIALS RESPONSE TEAM

I. MEMBERS:

This Letter of Understanding is entered into by the following parties:

- A. the County of Shasta (through its Fire Department),
- B. the County of Tehama (through its Fire Department, Office of the Sheriff, and its Department of Environmental Health),
- C. the County of Siskiyou,
- D. the County of Trinity,
- E. the City of Anderson,
- F. the City of Red Bluff (through its Fire Department),
- G. the City of Corning (through its Fire Department),
- H. the City of Redding (through its Fire Department),
- I. the County of Lassen,
- J. the County of Modoc,
- K. the City of Shasta Lake,
- L. the Shasta-Tehama-Trinity Community College District
- M. the California Highway Patrol
- N. the Shasta Community Service District (through its Fire Department)

(Individually, a party to this Letter of Understanding shall be referred to as a “Member.” Collectively, the parties to this Letter of Understanding shall be referred to as the “Members”).

II. PURPOSE:

The Members desire to enter into a multi-agency mutual aid agreement to form units to be known as the Shasta Cascade Hazardous Materials Response Team. SCHMRT provides first responder operational and technical services at the scene of hazardous materials incidents within the jurisdictional areas of the Members.

III. DEFINITIONS: The following definitions shall apply for the purposes of this Letter of Understanding:

- A. "Administrators" shall be composed of a designated representative of each participating agency. The Administrators shall set the Team's direction through enactment of policy and guidelines to assure continuity and a coordinated interaction of all participating agencies. This group shall commit reasonable resources under their individual control to adequately staff, train and maintain equipment and personnel to mitigate emergency incidents involving hazardous materials. The Administrators shall also assure that each individual participating agency's policies and procedures are not compromised and, further, that the direction of each participating agency's governing jurisdiction is not eroded
- B. "Cost recovery" means the recovery of costs associated with responses to hazardous material incidents and shall include, but not be limited to, those costs recovered from persons and entities responsible for a hazardous materials incident.
- C. "First Responder Operational Decon Services" means services at the site of a hazardous materials incident designed to protect nearby persons, property, or the environment from the effects of the incident. Said services are of a defensive nature only. The primary goal of such services is to contain a hazardous materials incident from a safe distance, keep it from spreading, prevent exposures, and perform basic equipment, victim, and response personnel decontamination services.
- D. "Hazardous Material" means any substance, material, or device defined as a hazardous substance in Title 8, California Code of Regulations, subdivision (a)(3)(A) of section 5192 as it currently exists or may hereafter be amended.
- E. "Hazardous materials incident" means any situation which results in or poses the danger of resulting in the uncontrolled release of a Hazardous Material.
- F. "Local Response" means each SCHMRT Party is expected to respond to hazardous materials incidents and conduct an on-scene assessment. This assessment shall be performed by a qualified Hazardous Materials Technician/Specialist. The recommended minimum response to a Hazardous Materials incident should include a Chief Officer, Engine Company, and Hazardous Materials Technician/Specialist. The

on-scene Hazardous Materials Technician/ Specialist and Incident Commander will determine the level of response that is needed.

- G. “Shasta Cascade Hazardous Materials Response Team” or “SCHMRT” means an organized unit of persons and/or equipment assembled to respond to hazardous materials incidents, to provide First Responder Operational Decon Services, and technical services (see definition J.).
- H. “SCHMRT Program Manager” is the Shasta County Fire Warden or his or her designee.
- I. “SCHMRT Operations Director” means the person selected by the SCHMRT Program Manager with the selection criteria approved by the Administrators. The SCHMRT Operations Director shall manage the daily operations of SCHMRT and shall report directly to the SCHMRT Program Manager.
- J. “Technical services” means services at the site of a hazardous materials incident designed to attempt to identify product, plug, patch, or otherwise stop the release of a hazardous material, all activities necessary to bring a hazardous materials incident to a point of stabilization and to reduce and prevent the spread of contamination, and decontamination.

IV. AGREEMENT:

The Members to this Letter of Understanding hereby agree as follows:

- A. Each Member shall, at a minimum, train and certify at least one person qualified to provide Hazardous Materials Technician services or four persons qualified to provide first Responder Operational decontamination services.
- B. Each Member, in addition to the foregoing and to the extent its resources permit, shall train and certify additional personnel capable of providing technical services.
- C. Each Member may, at its discretion, acquire and maintain material and supplies necessary to provide equipment to and support SCHMRT operations.
- D. In lieu of providing personnel the Shasta-Tehama-Trinity Community College District will provide training facilities. Use of training facilities will not interfere with regularly scheduled classes.
- E. Each Member shall, contribute funds as specified in Appendix A to financially support the costs associated with the duties of the SCHMRT Operations Director and equipment maintenance. The Lead Agency for SCHMRT shall collect and contract for a person or entity or, if approved by the governing body of the Lead

Agency, employ a person to perform the duties of the SCHMRT Operations Director. Contributions shall be made in accordance with the following schedule:

1. Beginning July 1, 2017 and each year following, the Members shall pay their share on or before October 1 of each year.
- F. To the extent required by law, each Member shall be responsible to respond to any hazardous materials incidents occurring within its jurisdiction.
- G. At the sole discretion of a Member, a Member may request a local SCHMRT response to the scene of a hazardous materials incident within the Member's jurisdiction.
- H. Under the direction of the jurisdiction having legal scene management authority and responsibility, the SCHMRT unit shall have control of all matters pertaining to the containment and decontamination of a hazardous materials incident until relieved of responsibility by the requesting Member or by the legal scene manager.
- I. A Member shall not be required to respond to a request for resources.
- J. A Member shall not be required to reimburse another Member for the costs of personnel, resources, administration, training, or emergency response pursuant to this Letter of Understanding.
EXCEPTION: If a member is a host agency for a California Office of Emergency Services (CALOES) Hazardous Materials Emergency Response Vehicle that host agency is maybe required, through agreement with the state, to reimburse CALOES for the use of the Hazardous Materials Emergency Response Vehicle on non-rail incidents

V. MUTUAL INDEMNIFICATION:

To the fullest extent permitted by law, each Member to this Letter of Understanding shall indemnify and hold harmless each other, their elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, (including property of Members) being damaged by the negligent acts, willful acts, or errors or omissions of any Member, any person employed by a Member, or in any capacity during the provision of services undertaken pursuant to this Letter of Understanding, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of a Member.

The provisions of the above Mutual Indemnification are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Letter of Understanding.

VI. INSURANCE:

- A. Each Member shall provide certificates of Insurance.
- B. Without limiting any Member's duty of indemnification, each Member shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the Lead Agency and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the Lead Agency.
- C. Each Member shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Member, Member's partner(s), and Member's employees, with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by the Member. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Lead Agency, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Member hereby certifies that Member is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Member shall comply with such provisions before commencing the provision of services pursuant to this Letter of Understanding.
- D. Any deductible or self-insured retention exceeding \$25,000 for a Member shall be disclosed to and be subject to approval by the Lead Agency's Risk Manager prior to the effective date of this agreement.

VII. COST RECOVERY:

- A. Members may pursue all legally recoverable costs associated with responses to hazardous materials incidents from those persons and entities responsible for the incident.

- B. The Shasta County Fire Department (SCFD), at its discretion, may coordinate and monitor all cost recovery efforts and disbursements in accordance with the terms of this Letter of Understanding. For the purposes of cost recovery, the Members hereby designate the SCFD as their agent.
- C. Each Member shall provide a record of all costs of resources, including but not limited to personnel and equipment, deployed to a hazardous materials incident within 30 days of the conclusion of the incident.
- D. The Members to this Letter of Understanding hereby agree that the SCFD as the Lead Agency shall collect through cost-recovery efforts all revenue associated with responses to hazardous materials incidents and that all cost-recovery revenue shall be deposited in designated SCHMRT revenue accounts in the SCFD budget fund. The SCFD shall reimburse Members to this Letter of Understanding for the costs of resources associated with responding to a hazardous materials incident as hereafter provided. In addition to the foregoing, revenue collected by the SCFD may be used to establish, support, and train SCHMRT units. All expenditures for the establishment, support, and training of SCHMRT units shall be made from the SCFD assigned SCHMRT expenditure accounts. Any attorney fees collected in the course of cost recovery shall be forwarded to the Member who provided the attorney services. If more than one Member provided attorney services, the attorneys fees shall be apportioned among the Members based upon the percentage that a Member's attorney fees represents of the total amount of attorney fees recovered. Furthermore, the SCFD shall account for all annual SCHMRT revenues and expenditures separately from all other SCFD revenues and expenditures by establishing an assigned SCHMRT account in the SCFD's fund.
- E. Whenever monies are deposited in the SCHMRT revenue accounts which constitute costs recovered pursuant to a hazardous materials incident, said moneys shall be distributed to the Member or Members to the Letter of Understanding (apportioned to the Member or Members cost for hazardous materials incident response). Notwithstanding the foregoing, a team activation fee of \$2000 shall be deducted from any cost recovery prior to disbursement to a Member to this Letter of Understanding and shall be deposited in the SCHMRT revenue accounts.
- F. In addition to the foregoing, it shall be the policy of the Members to this Letter of Understanding to permit and encourage other local governmental agencies to deposit moneys in the SCHMRT revenue accounts to cover the costs associated with establishing and maintaining SCHMRT units.

VIII. TERM:

The initial term of this Letter of Understanding shall be for five years beginning July 1, 2017 and ending June 30, 2022. The term of this agreement may be extended by each Member for one additional five-year term at the end of the initial term, under the same terms and conditions by notifying the Lead Agency of such renewal, in writing, before the end of the term.

IX. TERMINATION OF LETTER OF UNDERSTANDING:

- A. A Member may terminate its participation upon 120 days written notice to all other Members, especially the Lead Agency.
- B. Should funding cease or be materially decreased, a Member may terminate its participation immediately upon the mailing of written notice to all other Members.
- C. Notwithstanding a Member's termination of further participation in this Agreement that Member may still receive cost recovery reimbursement as provided in section VII. E of this Letter of Understanding for costs incurred by the Member during the time in which the Member participated in this Letter of Understanding.
- D. This Letter of Understanding shall continue so long as there are two or more Members. Termination of any Member shall not affect the rights and responsibilities of any remaining Member. A Member who terminates its participation in this Letter of Understanding shall have no right to reimbursement of moneys contributed pursuant to Section IV. E of this Letter of Understanding. In the event that County of Shasta terminates its participation in this Letter of Understanding, the remaining Members shall, by amendment to this Letter of Understanding, designate a Member to act as Lead Agency.
- E. Should this Letter of Understanding be terminated by all Members, then all funds in the SCHMRT assigned account with the Lead Agency shall be distributed among the Members in proportion to their respective contributions after the Shasta County contracted third party audit is completed for that fiscal year.

X. ENTIRE AGREEMENT; MODIFICATION:

- A. When an agency desires to become a new Member to this SCHMRT Letter of Understanding, the Lead Agency will notify all existing Members in writing. Members will have 90 days to respond in writing to the Lead Agency with an affirmative or negative reply to the request. A new Member will be added with a simple majority of affirmative replies. For the purposes of adding a new Member, all Members authorize the Lead Agency to modify this Letter of Understanding to add the new Member. Once a new Membership is finalized, all Members will be provided contact information for the new Member and an update to Appendix A.
- B. This Letter of Understanding constitutes the entire understanding of the Members. With the exception of Section X.A., no changes, amendments, modification, or alterations shall be effective unless in writing and signed by all Members.

XI. EXECUTION IN COUNTERPARTS:

This Letter of Understanding may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

XII. NOTICES:

Any notice required to be given pursuant to the terms and provisions of this Letter of Understanding shall be in writing and shall be sent first-class mail to the following addresses:

If to the County of Shasta: Shasta County Fire Department
Fire Warden
875 Cypress Ave.
Redding, CA 96001

If to the County of Tehama: Tehama County
Sheriff Department
22840 Antelope Blvd
P.O. Box 729
Red Bluff, CA 96080

If to the County of Siskiyou: Siskiyou County
County Administrative Officer
P.O. Box 750
Yreka, CA 96097

If to the County of Trinity: Trinity County
County Administrative Officer
P.O. Box 1613
Weaverville, CA 96093

If to the City of Anderson: City of Anderson
Attn: City Manager
1887 Howard Street
Anderson, CA 96007

If to the City of Red Bluff: City of Red Bluff Fire Department
555 Washington Street
Red Bluff, CA 96080

If to the City of Corning: Corning Fire Department
8145 5th Street

Corning CA 96021

If to the City of Redding:

City of Redding Fire Department
777 Cypress Avenue
Redding, CA 96001

If to the County of Lassen:

Lassen County OES
Attn: Eric Ewing
697-345 Hwy 36
Susanville CA 96130

If to the City of Shasta Lake:

City of Shasta Lake
Attn: City Manager
1650 Stanton Dr.
Shasta Lake, CA 96019

If to the Shasta-Tehama-
Trinity Community College
District:

Shasta-Tehama-Trinity Community
College District
Attn: Vice President of Administrative
Services
11555 Old Oregon Trail
PO Box 496006
Redding, CA 96049-6006

If to the County of Modoc:

County of Modoc
County Administrative Officer
204 South Court Street
Alturas, CA 96101

If to the California Highway Patrol:

CHP Northern Division
2485 Sonoma Street
Redding CA 96001-3026

If to the Shasta Community
Service District:

Shasta Fire Department
P.O. Box 2520
Shasta CA 96087

APPENDIX A

(Adjusted for the 2010 Census)

Members shall contribute to operation of the SCHMRT in accordance with the following schedule:

The Members' contributions are a ten cents per capita charge based on population from the 2010 United States Census or \$1000 minimum, whichever is greater. Reevaluation of the fair share will occur with each new census report.

Lassen County	\$3490
Modoc County	\$1000
Shasta County	\$6717
City of Redding	\$8996
City of Anderson	\$1000
City of Shasta Lake	\$1016
Siskiyou County	\$4490
Tehama County	\$4172
City of Red Bluff	\$1407
City of Corning	\$1000
Trinity County	\$1379
Shasta- Tehama-Trinity Community College District	\$1000
California Highway Patrol	\$ 0*
Shasta Community Services District	\$1000.00

*The California Highway Patrol (CHP) is a stand-alone team needing no assistance from the SCHMRT Operations Director to operate.