

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TEHAMA AND CALIFORNIA DEPARTMENT OF FORESTRY AND
FIRE PROTECTION (CALFIRE)**

This Memorandum of Understanding is entered into between the County of Tehama Health Services Agency, hereafter referred to as “County”, and the California Department of Forestry and Fire Protection (CAL FIRE), hereafter referred to as “Contractor”, for the purpose of clarifying the use and maintenance of the Mass Casualty Incident (MCI), and Decontamination (Decon) trailers.

RECITALS:

WHEREAS, Contractor is a state run emergency services organization that provides a wide variety of services, including emergency medical response, during man-made and natural disasters

WHEREAS, Contractor has the resources and facility to house the MCI and Decon trailers on their property and desires to be able to deploy these trailers during an MCI or HAZMAT incident to the scene

WHEREAS, Contractor desires to make such a formal commitment to County; and

WHEREAS, County agrees to accept such commitments on behalf of the citizens of Tehama County;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed by and between the parties to this MOU, as follows:

CONTRACTOR RESPONSIBILITIES:

Contractor shall house, secure, maintain and utilize the MCI and Decon trailers as identified in exhibit A of this MOU.

COUNTY RESPONSIBILITIES

County is the rightful owner of the MCI and Decon trailers and acknowledges that the services provided by the Contractor are in the public interest during an emergency event. County will assume inventory management for the MCI and Decon trailer as outlined in Exhibit A.

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall commence on the date of signing and shall continue until terminated by either party upon not less than 60 (sixty) days written notice to the other.

ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

NOTICES

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

| | |
|---------------|--|
| If to County: | Tehama County Health Services Agency Attn: Executive Director P O Box 400 Red Bluff, CA 96080 |
|---------------|--|

(530) 527-8491

If to Contractor:

CAL FIRE

Attn:

604 Antelope Blvd.
Red Bluff, CA 96080

Notice shall be deemed to be effective two days after mailing.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Valerie S. Lucero, Executive Director

**CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION**

Date: _____

Need signatory

EXHIBIT A

Mass Casualty Incident (MCI) Trailer

The MCI trailer is deployed at the direction of an incident commander to the location of a mass casualty incident, such as a motor vehicle accident involving multiple people, where several patients need medical evaluation and treatment. The trailer contains basic wound care equipment and Personal Protection Equipment (PPE) for first responders.

The MCI trailer's dimensions are 8' high, 8' wide, and 20' long and requires a 3/4 ton vehicle with a 2 5/16" ball hitch to tow it.

The MCI trailer is located at the CAL FIRE Station at 604 Antelope Blvd. Red Bluff, CA 96080. There are three padlocks for the trailers that are all keyed the same. There are six (6) keys that are kept at the CAL FIRE Station in order to facilitate easy access to the trailer by CAL FIRE and Public Health personnel. Those keys are located as follows (1) CAL FIRE Shop, (1) HQ Station, (1) Emergency Command Center (1) spare on the trailer in a hide a key box and (1) at Public Health in the Modular key cabinet.

Maintenance, which includes care of tires, lights, wiring harnesses, and wheel bearings, will be directed by key CAL FIRE personnel. Cost of maintenance will be covered by CAL FIRE up to \$1,000.00 annually. CAL FIRE personnel will order and direct the installation of a storage receptacle on the inside of the trailer's side door to store a maintenance log book (i.e., "orange book"), vehicle registration, MCI inventory, owner's manual, and locks (when unlocked). Inventory management will be conducted by Tehama County Health Services Agency on an annual basis. Costs associated with vandalism or accidental damage to the MCI Trailer will be covered by the County.

Decontamination (Decon) Trailer

The Decon trailer is used both locally and as a support trailer to the Shasta Cascade Hazmat Response Team (SCHMRT). Regardless of whether the incident is local or regional, it is deployed at the direction of an incident commander to the location of a hazardous materials release, such as a chemical spill where multiple people are exposed. The trailer contains basic decontamination equipment, such as plastic pools for water, hoses, nozzles, sprayers, and parts for assembling showering facilities at an incident location.

The Decon trailer's dimensions are 8' high, 8' wide, and 20' long and requires a 3/4 ton vehicle with a 2 5/16" ball hitch to tow it.

The Decon trailer is located at the CAL FIRE Station at 604 Antelope Blvd. Red Bluff, CA 96080. There are three padlocks for the trailers that are all keyed the same. There are six (6) keys that are kept at the CAL FIRE Station in order to facilitate easy access to the trailer by CAL FIRE and Public Health personnel. Those keys are located as follows (1) CAL FIRE Shop, (1) HQ Station, (1) Emergency Command Center (1) spare on the trailer in a hide a key box and (1) at Public Health in the Modular key cabinet.

Maintenance, which includes care of tires, lights, wiring harnesses, electrical generator, and wheel bearings, will be directed by key CAL FIRE personnel. Cost of maintenance will be covered by CAL FIRE up to \$1,000.00 per year. CAL FIRE personnel will order and direct the installation of a storage receptacle on the inside of the Decon trailer's side door to store a

maintenance log book (i.e., “orange book”), vehicle registration, inventory, owner’s manual, and locks (when unlocked). Inventory management will be conducted by Tehama County Health Services Agency on an annual basis. Costs associated with vandalism or accidental damage to the Decon Trailer will be covered by the County.