

BCS AGREEMENT # 21-106

Memorandum of Agreement (MOA)
Mendocino County Health & Human Services Agency (HHS)
Environmental Health Division and City of Ukiah

This Agreement, dated JUNE 8, 2021, is by and between the County of Mendocino, a political subdivision of the State of California (hereinafter "County"), and the City of Ukiah, a California municipal corporation (hereinafter "City").

WITNESSETH

WHEREAS, the County and City are partners in the Redwood Empire Hazardous Incident Team (REHIT); and

WHEREAS, the County owns a hazardous materials (HAZMAT) response vehicle described as a 2005 Hackney - #9555; and

WHEREAS, City stores the HAZMAT response apparatus #9555; and

WHEREAS, City has personnel with the appropriate licenses, skills, and experience to drive HAZMAT response apparatus #9555; and

WHEREAS, City agrees to provide safe storage and routine maintenance of the apparatus; and

WHEREAS, County will compensate the City for storage and maintenance services as outlined in the attached Exhibit A, "Scope of Work", and Exhibit B, "Payment Terms."

NOW, THEREFORE, the County of Mendocino and City of Ukiah agree to the terms, services and obligations stated in Exhibit A (Scope of Work), and Exhibit B (Payment Terms) in regards to the storage and maintenance of the 2005 Hackney #9555 County owned Hazardous Materials Response Apparatus, and the following terms and conditions.

The compensation payable to City hereunder shall not exceed Twenty-Five Thousand Dollars (\$25,000) for the term of this Agreement.

The term of this Agreement shall be from January 1, 2019 (the "Effective Date"), and shall continue through December 31, 2023.

Either party to this MOA has and reserves the right to terminate this agreement for convenience with a thirty (30) day prior written notice to the other party.

EXHIBIT A
Scope of Work

CITY OF UKIAH agrees to:

1. Provide safe storage of the hazardous materials (HAZMAT) response apparatus, described as a 2005 Hackney - #9555, in an enclosed storage space.
2. Provide weekly, and prior to use, safety and equipment checks as outlined in the Ukiah Valley Fire Authority Fire Procedures, using the form titled Daily Equipment Standard Inspection.
3. Restrict use of County provided "Voyager," "Fuelman," "CFN," or other County-provided fuel cards for the 2005 Hackney - #9555 to fueling the vehicle. These cards shall not be used for any other purpose.
4. Ensure that all drivers of the 2005 Hackney - #9555 are currently licensed with a valid and appropriate driver's license (Commercial B or Fire Fighter B), and are covered for liability under the current Redwood Empire Municipal Insurance Fund ("REMIF") Memorandum of Coverage ("MOC") covering the City of Ukiah.
5. Name the County of Mendocino, its agents, officers, and employees as additional insureds under the REMIF MOC.
6. Indemnify, defend, and hold harmless the County of Mendocino, its agents, officers, and employees from any and all claims relating to the operation of the vehicle by City employees or the performance of any other obligation contained in this agreement. In the event that any claim or injury arises from a combination of negligence or other wrongful acts or omissions between the County and the City, the parties shall share costs of defense and any settlement or judgment based upon relative fault.

COUNTY OF MENDOCINO HHSA ENVIRONMENTAL HEALTH agrees to:

1. Provide for routine maintenance.
2. Provide reimbursement for parts and labor for maintenance, repairs, and safety certifications that are performed either by the City's Fleet Maintenance Shop or outside vendor.

3. Provide "Voyager", "Fuelman", and "CFN" cards to be used by specified drivers of the vehicles for the sole purpose of fueling the 2005 Hackney - #9555 HAZMAT Response apparatus.

4. Indemnify, defend, and hold harmless the City of Ukiah, its agents, officers, and employees from any and all claims relating to the maintenance of the vehicle by County employees or the performance of any other obligation contained in this agreement. In the event that any claim or injury arises from a combination of negligence or other wrongful acts or omissions between the County and the City, the parties shall share costs of defense and any settlement or judgment based upon relative fault.

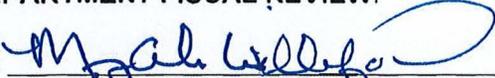
MOA/MOU# _____

EXHIBIT B
Payment Terms

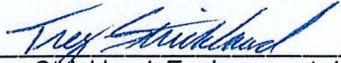
The County of Mendocino HHS Environmental Health Division agrees to pay the City of Ukiah Five Thousand Dollars (\$5,000) for each year of this Agreement, which amount shall be paid on the second day in January for each year the MOA is in effect.

Total payments under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) for the term of the Agreement.

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

By: 
Mary Alice Willeford, Interim PH Director

Date: 4-26-21

By: 
Trey Strickland, Environmental Health Director

Date: 4/21/21

Budgeted: Yes No
Budget Unit: 4011
Line Item: 86-2239
Org/Object Code: EHDR2
Grant: Yes No

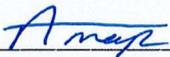
COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: JUN 09 2021

ATTEST:

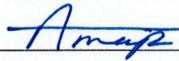
CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

JUN 09 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

JUN 09 2021

Date: _____

INSURANCE REVIEW:

By: 
Risk Management

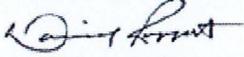
Date: 6/22/2020

Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid _____
Exempt Pursuant to MCC Section: _____

CONTRACTOR/COMPANY NAME

By: Douglas P. Hutchison
Doug Hutchison
Chief, Ukiah Valley Fire Authority

Date: 26 April 2021

By: 
David Rapport
Ukiah City Attorney

Date: _____

By: 
Sage Sangiacomo
Ukiah City Manager

Date: May 11, 2021

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

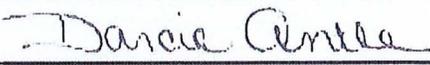
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Matthew Kiedrowski
Deputy

Date: 6/22/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

Date: 6/22/2020