

AMENDMENT AND EXTENSION OF
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF KINGS
THE COUNTY OF TULARE
CITY OF DINUBA
CITY OF EXETER
CITY OF FARMERSVILLE
CITY OF HANFORD
CITY OF LEMOORE
CITY OF LINDSAY
CITY OF PORTERVILLE
CITY OF TULARE
CITY OF VISALIA
CITY OF WOODLAKE
TULE RIVER INDIAN TRIBE OF CALIFORNIA
FOR THE
TULARE-KINGS COUNTY INTERAGENCY
HAZARDOUS MATERIALS TEAM

INTRODUCTION

This Amendment and Extension of the Memorandum of Understanding for the Tulare-Kings County Interagency Hazardous Materials Team ("Amendment") is entered into between the original parties to the MOU and with the additional new party, the Tule River Indian Tribe of California. The participating parties shall be referred to herein as "Agencies" or may be referred to individually as "Agency" in this Amendment.

The Amendment is for the purpose of extending the current MOU for an additional five-year term, while making amendments to strengthen the cost recovery provisions and formally accepting the Tule River Indian Tribe of California as a member to the MOU.

1. EXTENDED TERM OF THE AGREEMENT

The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended for an additional five-year term. The MOU, as modified by this Amendment, shall be extended until June 30, 2029.

All terms of the MOU shall continue in full force and effect.

2. MODIFICATION TO COST RECOVERY AMONG AGENCIES

Agencies agree that the provision for cost recovery among Agencies in Section 6 of the MOU shall be replaced with the following language:

COST RECOVERY AMONG AGENCIES

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team. For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. It is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

Cost recovery fees will only be charged to Agencies if the responsible party does not reimburse expenses incurred under this Agreement to the City of Visalia within twelve months after an incident.

If the responsible party has not reimbursed the expenses incurred under this Agreement within twelve months, then the Agency in whose jurisdiction the incident occurred, will reimburse the remaining Agencies to this Agreement. Agencies agree such reimbursement may be made over a period of up to one year.

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of \$300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

3. REVISION TO DUTIES ON TERMINATION

Parties agree that Section 8 – Termination of the MOU shall be replaced with the following:

TERMINATION

A Party to this Agreement may voluntarily terminate participation upon one hundred eighty (180) calendar days written notice to all other Parties.

Parties that are in breach of the terms of this Agreement shall be notified in writing and have ninety (90) calendar days from the date of such notice to comply with the terms of the Agreement or its participation will be terminated.

Agencies agree that if notice of termination is provided prior to October 1, when annual contributions of funds or materials are made, then any required contributions under this Agreement may be prorated based on the applicable termination date. All previously contributed fees, materials and any assets purchased in part of contributed fees shall remain with the remaining agencies comprising the Haz-Mat Team. This provision does not include the credit received by the City of Hanford for the contribution of the 2007 Pierce Hazardous Materials Unit, which has specific terms applicable in Exhibit “A” should the City of Hanford terminate participation under this MOU.

Notwithstanding a Party’s withdrawal or termination, that Agency may continue to receive cost recovery reimbursements as provided under this Agreement for costs incurred while the Agency operated under this Agreement and provided personnel or equipment to a hazardous material incident prior to termination.

4. TULE RIVER INDIAN TRIBE INCLUDED AS A AGENCY TO THE MOU

Pursuant to Section 9 of the MOU and by signing this Amendment, the Agencies agree that the Tule River Indian Tribe of California shall be included as an agency to this Agreement.

The Tule River Indian Tribe of California, by signing this Amendment acknowledges that it shall fully abide by, participate, and be bound by the terms of the MOU and this Amendment. In addition, the Tule River Indian Tribe of California acknowledges that its sovereign immunity shall be waived to the extent necessary to comply with the terms of the MOU and this Amendment. The sovereign immunity of the Tule River Indian Tribe of California is not waived in any way with regard to any claim that does not arise out of or is not connected with or relating to the MOU and this Amendment.

A revised schedule of costs based on this additional Agency being added to the MOU is included with this Amendment.

4. COUNTERPARTS

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

5. NOTICES

The Agencies agree that the Notice section of the MOU shall be modified by this Amendment and any notice required to be given pursuant to this Agreement shall be in writing and sent first-class mail to the following addresses:

COUNTY OF KINGS

Salvador Flores, Fire Chief
280 Campus Drive
Hanford, CA 93230

COUNTY OF TULARE

Charlie Norman, Fire Chief
835 S. Akers Street
Visalia, CA 93277

CITY OF DINUBA

Greg Chastain, Fire Chief
420 E. Tulare Street
Dinuba, CA 93230

CITY OF EXETER

Adam Ennis, City Administrator
100 N. C Street
Exeter, CA 93221

CITY OF FARMERSVILLE

Jim Thomas, Fire Chief
909 W. Visalia Road
Farmersville, CA 93223

CITY OF HANFORD

Daniel Perkins, Fire Chief
350 W. Grangeville Avenue
Hanford, CA 93230

CITY OF LEMOORE

Fire Chief
711 W. Cinnamon Lane
Lemoore, CA 93245

CITY OF LINDSAY

Lindsay Department of Public Safety
185 N. Gale Hill Avenue
Lindsay, CA 93247

CITY OF PORTERVILLE

Shannon Skiles, Acting Fire Chief
980 S. Jaye St.
Porterville, CA 93257

CITY OF TULARE

Michael Ott, Fire Chief
800 S. Blackstone Ave.
Tulare, CA 93230

CITY OF VISALIA

Daniel Griswold, Fire Chief
420 N. Burke Street
Visalia, CA 93277

CITY OF WOODLAKE

Anthony Perez, Fire Chief
350 N. Valencia Ave.
Woodlake, CA 93286

TULE RIVER INDIAN TRIBE OF CA

Scott Goodwin, Fire Chief
299 South Reservation Road
Porterville, CA 93257

IN WITNESS WHEREOF, the Agencies have caused this Agreement to be executed by their respective authorized officers. The signatories below are hereby affirming, under penalty of perjury, that they have the requisite authority from governing body of the agency they represent to sign this Agreement and bind the local agency that they represent to the terms of this Agreement.

[Signature pages follow]

COUNTY OF KINGS

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Form

By: _____
County Counsel

COUNTY OF TULARE

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Form

By: _____
County Counsel

CITY OF DINUBA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF EXETER

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City Attorney

CITY OF WOODLAKE

By: _____
City Administrator

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

TULE RIVER INDIAN TRIBE OF CALIFORNIA

By: _____
Chairman

ATTEST:

By: _____

Approved as to Form

By: _____
Tribal Attorney