



County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(831) 454-4066 FAX: (831) 454-4770

HEALTH SERVICES AGENCY
ADMINISTRATION

March 26, 2002

Agenda: April 23, 2002

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

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 reviewed and approved six (6) recommendations from the Hazardous Materials Advisory Commission (HMAC) 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. Staff from Environmental Health Services and the Scotts Valley Fire Protection District drafted the MOU incorporating all six recommendations by the HMAC and circulated it to the above agencies for their review. Ultimately, the Scotts Valley Fire Protection District, City of Scotts Valley, City of Santa Cruz, and UCSC approved the MOU. At this time, we have not been successful in obtaining approval from the Cities of Capitola and Watsonville, and California State Parks who have concerns about the MOU's effect in their jurisdictions.

Despite the lack of unanimity in signing the MOU, all jurisdictions have stated that they are willing to revisit these and future issues in hope of developing an agreement that will encompass the entire County. Notwithstanding future developments, it is essential that some level of interagency hazardous material emergency response capability exist in the County. The public can then be assured that a routinely tested, local response capability does exist with adequate collaborative funding.

In order to secure this "readiness to serve" it is imperative that the organization and funding of Hazardous Materials response be implemented through approval of the attached MOU. Despite the lack of unanimous participation by all jurisdictions, the benefits to the local community from an organized approach to hazardous materials incidents argues for moving ahead with conclusion of the agreement with the jurisdictions who have approved it.

Therefore, the County Office of Emergency Services and Health Services Agency recommend your Board's approval of the present MOU and that your Board direct staff to continue to pursue an agreement that will encompass all jurisdictions of the County.

Levels of Emergency Response to Hazardous Materials Incidents

As stated in the Santa Cruz County Hazardous Materials Area Plan, local capability in a response to a hazardous material incident is broken down into three Levels.

- Level I is an incident that involves a known or easily determined substance, of a relatively small quantity, involves low risk, and can be remediated with limited resources and routine procedures.
- A Level II response typically involves full response by a HazMat team including as many 12 HazMat personnel and associated resources. Because of the usual extent of toxic hazard, teams respond with a full complement of protective clothing and associated equipment. Both Scotts Valley FPD and Watsonville Fire HazMat teams have this capability.
- A Level III incident involves multiple significant releases, in large quantity, and/or the ability to cope with the hazard risk is beyond the capabilities of local resources. An event which reaches this level would typically exceed the capacity of local resources and Mutual Aid would be called in from neighboring jurisdictions and/or the State.

Hazardous Materials response training is very extensive, with over 200 hours required to obtain State certification as a Hazardous Materials Response Technician and an additional 80 hours to become a Specialist. There are two HazMat team response vehicles in the County, one each in Scotts Valley and Watsonville. Environmental Health Services also has a van, which is capable of handling a Level I incident and assisting the teams in higher-level responses.

Fortunately, Level II hazardous material responses, which involve a much higher risk exposure to emergency responders and the public, have been limited in number compared to the common Level I. An example of a Level II incident was the recent coordinated response to the UCSC fire, which involved multiple hazardous materials and a collaborative HazMat team.

In October 2001, with the advent of biological threats, Level II responses in Santa Cruz County increased dramatically. Even though the frequency of potential Bioterrorism incidents has declined from the peak last Fall, these events did affirm that a collaborative response approach provides the most effective management model for small jurisdictions involved in hazardous materials events.

Background

Over the past two decades, a plethora of new laws and regulations were passed to provide regulatory oversight of the facilities that handle and dispose of hazardous materials/wastes. Unfortunately, none of this legislation clarified responsibility for emergency response to a release of hazardous substances. Presently, California Health and Safety Code Section 25507.2 states: "In order to carry out the purposes of this chapter, an administering agency may train for, and respond to, the release, or threatened release, of a hazardous material." In California, historically "an administering agency" is an environmental health/health department, fire protection agency, agricultural commissioner's office, or even other uniquely designated agencies. Even though State and Federal legislation has failed to clearly designate the authority, funding, and responsibilities for emergency response to hazardous materials

incidents, local jurisdictions have realized this need and made various efforts to provide the service.

In the State of California, hazardous materials response is staffed and funded entirely either by large jurisdictions (and their correspondingly large pool of resources) or, in smaller jurisdictions, at various levels depending on individual agencies policies, and resources. Most often, though, smaller jurisdictions are dependent on the formation of collaborative teams. Santa Cruz County is structured like many smaller jurisdictions - with some agencies establishing their own teams and others opting to rely on those services or be members of a collaborative team.

In 1988, on behalf of the fire districts in the unincorporated area, the County entered into a MOU with the County's four incorporated cities and UCSC for hazardous material emergency response services provided by the Watsonville City Fire Department Hazardous Materials (HazMat) Team. When this MOU expired in 1993, both the Watsonville City Fire Department and the Scotts Valley Fire Protection District elected to continue providing hazardous materials response services outside their jurisdictions. Both agencies relied on funding generated by their hazardous material facility inspection fees. With adequate revenue through 1996, both agencies continued to provide Level II response services outside of their jurisdictional boundaries.

With the passage of Senate Bill 1082 in 1993, six existing hazardous material/waste inspection programs were consolidated into the Certified Unified Program Agency (CUPA) program. By 1997, after many hearings and discussions, the Secretary of the California Environmental Protection Agency designated Santa Cruz County Environmental Health as the sole authority to conduct these programs throughout the County. In addition to shifting the inspection workload to the County from the cities that were conducting hazardous materials programs, Scotts Valley and Watsonville, SB1082 also involved a corresponding shift in fee-generated revenue. The new organizational model presumed that since Environmental Health Services was implementing the entire CUPA program, including hazardous material/waste facility inspections and enforcement, those programs should be funded through permit fee revenue and County General Funds. At that point Scotts Valley's and Watsonville's HazMat teams found it much harder to operate with the reduced revenue and concluded their teams would inevitably have to limit services to outside jurisdictions. As a result, in April 2000, seeing no immediate resolution, your Board directed the HMAC to study the issue and make recommendations as to how regional services could continue.

Environmental Health Services returned to the Board in May of 2000 with the HMAC report and six recommendations:

1. The County should work to maintain Level II hazardous material response capability within the County boundaries;
2. The Board should solicit the participation of the Santa Cruz County Fire Chiefs Association in formulating a cost-effective method of service delivery and direct EHS and the County Office of Emergency Services (OES) to participate in this process;
3. The County should contribute funding, through the General Fund or reapportionment of Prop 172 funds rather than facility permit fees, to maintain a response capability, and to establish a revolving incident cost reimbursement fund;
4. The Board should direct EHS to seek reimbursement to the revolving fund from Grants and responsible parties where possible;
5. The Board should solicit participation and in-kind contributions from each of the County's four cities wishing service;

6. The Board should require an accountability system, based on standard accounting principles and in a format that is easily understandable, to monitor expenditure and cost effectiveness of the response program.

On June 13, 2000, the Board accepted the Commission's report and directed the Health Services Agency, working in conjunction with the Office of Emergency Services, the County Fire Chiefs' Association, and the four cities, to develop a MOU for hazardous materials response capabilities and the necessary proportionate funding for implementation (June 13, 2000, item 40).

As of October 1, 2000, the City of Watsonville ceased providing hazardous materials response outside the city limits. The Scotts Valley Fire Protection District has continued to provide the services of their vehicle and staff to the County and cities. On March 13, 2001, we reported to your Board that a draft agreement had been written with the Scotts Valley Fire Protection District to provide services countywide (March 13, 2001, item 26). Since July 2001, following legal review, the draft MOU has been under discussion by all involved parties.

In 2001, various Fire Agencies and Environmental Health Services formed the Santa Cruz Hazardous Material Interagency Team (SCHMIT). The Scotts Valley Fire Protection District provides administrative and financial coordination for the SCHMIT. Overall, the SCHMIT provides an essential coordination structure for response and training. It also provides a structure for all team responders to stay up-to-date with changing science and technology. The team provides quarterly three day training sessions, rotation of the response vehicle to the participating fire agencies for hands on training, conducts periodic team meetings, develops comprehensive standard operating procedures, and facilitates new staff through Tech Certification classes. The team also will periodically involve other agencies that play a support role in Level II responses, such as: public works departments, law enforcement, health services, emergency medical services, etc.

Memorandum of Understanding

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 a process to develop a local response capacity to hazardous materials release incidents greater than the current capabilities of the Local Agencies. The key provisions of the MOU that collaboratively organize the present HazMat resources of the cities of Santa Cruz and Scotts Valley, UCSC, and the County of Santa Cruz are as follows:

- The District shall organize and administer an interagency hazardous materials release response team;
- The District shall provide HazMat emergency response capability beyond the scope of the first responder and to a level II and level III;
- The District shall ensure that the team is adequately equipped and continually trained in the field of hazardous materials response;
- Local agencies shall fund the annual costs of the team by paying to the District that sum established in the District's annual HazMat team budget including actual direct costs for HazMat Team responses;
- The District shall prepare and submit to each member of the Local Agencies an annual report
- The County of Santa Cruz shall pursue cost recovery actions against responsible parties of hazardous materials incidents and the collected funds shall be used to reimburse District for any un-reimbursed expenses and balance placed in the contingency fund;

Financing


To move ahead with approval of the MOU without participation by State Parks and the Cities of Watsonville and Capitola, the County's allocated charge called for in the MOU has been increased by \$5,540 for the current year only. Adequate appropriations for the County's resulting \$40,100 in fiscal 2001-02 payments have already been budgeted in the Emergency Services, Environmental Health and County Fire budgets. With approval of the MOU, these appropriations will be combined in the County Fire Hazardous Material Response Team budget, a sub-fund of the Fire Fund administered by the Office of Emergency Services.

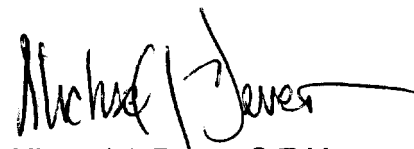
Additionally, in anticipation of completion of a MOU, \$15,000 was appropriated for this purpose in the County's fiscal 2000-01 budget. However, since no MOU was concluded during last fiscal year, these appropriations remain available. We are recommending that these appropriations also be moved to the Hazardous Material Response budget so they may be used to offset future response costs, or the County's required contributions under the fiscal 2002-03 MOU.

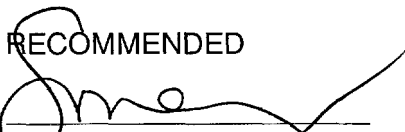
It is, therefore, RECOMMENDED that your Board:

1. Approve the attached 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
2. Authorize the County Administrative Officer to sign the Agreement on behalf of the County; and
3. Designate Environmental Health Services as the lead agency for the County under the Agreement; and
4. Direct Environmental Health Services to continue to work with the City of Watsonville, City of Santa Cruz, City of Capitola, University of California-Santa Cruz, California State Parks, and Scotts Valley Fire Protection District to expand participation by local jurisdictions; and
5. Authorize Emergency Services to pay the County's allocated charge of \$34,560 under the MOU, plus an additional one-time payment of \$5,540, to the Scotts Valley Fire Protection District, from Index #304700.

Sincerely,


 Rama Khalsa, Ph.D.
 Health Services Administrator


 Michael J. Dever, C.E.M.
 Emergency Services Administrator

RECOMMENDED

 Susan A. Mauriello
 County Administrative Officer

Attachments: ADM-29, MOU

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
Environmental Health
Office of Emergency Services
Hazardous Materials Advisory Commission
Santa Cruz County Fire Chiefs' Association

Jerry Ashfield, Board Chairman
Scotts Valley Fire Protection District

Chuck Comstock, City Manager
City of Scotts Valley

Richard Wilson, City Manager
City of Santa Cruz

Tom Vani, Vice Chancellor
University of California, Santa Cruz

Richard Hill, City Manager
City of Capitola

Carlos Palacios, City Manager
City of Watsonville

David K. Vincent, District Superintendent
California State Parks

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0151

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Office of Emergency Services (Department)

BY: [Signature] (Signature) 4/3/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement

Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County (Emergency Services & Environmental Health) (Department/Agency)
and the Scotts Valley Fire Protection District, 7 Erba Lane, Scotts Valley CA 95066 (Name/Address)

2. The agreement will provide for Hazardous Material Emergency Response

3. Period of the agreement is from July 1, 2001 to June 30, 2002 w/ automatic 1 yr renewals

4. Anticipated Cost is \$40,100 in FY 2001-02 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Annual cost will vary based on MOU service budget

5. Detail: On Continuing Agreements List for FY - . Page CC- Contract No: OR 1st Time Agreement

- Section II No Board letter required, will be listed under Item 8
- Section III Board letter required
- Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 304700 (Index) 5283 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUC-74 OR AUD-60

Appropriations are available and will be encumbered.

Contract NO: 12750

By: [Signature] Date: 4-5-02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize County Administrative Officer (Dept/Agency Head) to execute on behalf of the County

(Department/Agency)

Date: 4/12/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/T/L	Keyed By	Date
TC11)			8			
	Auditor Description		Amount	Index	Sub object	User Code

84

**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, the Regents of the University of California on behalf of the University of California, Santa Cruz, and the California State Department of Parks, hereinafter collectively referred to as the “Local Agencies”, and the Scotts Valley Fire Protection District, hereinafter referred to as the “District”, 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 in exchange for funding; and,

Whereas, the Local Agencies wish to provide hazardous materials release response capability within their respective jurisdictions.

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

1. **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 training, equipment, maintenance, and other costs necessary for the operation of the HazMat Team by District.
2. **HAZMAT TEAM.** District shall organize and administer a hazardous materials release local response team composed of personnel from various fire protection agencies and provide a hazardous materials release response service within Santa Cruz County. The team shall be equipped with the approved protective and detoxification gear, analytical instruments and a transportation vehicle. The Team shall be provided continual training in the field of hazardous materials response.
3. **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 possessed by HazMat team. Specific operational guidelines for the emergency response protocol will be set forth in the Santa Cruz County Area Plan.

4. **TERM AND TERMINATION.** The term of this agreement shall be one calendar year commencing on July 2001, and ending on June 30, 2002, and shall renew automatically for consecutive one year periods on each July 1st 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 all parties. Other than non-renewal, this agreement may be terminated only by District by giving thirty (30) days written notice to all other parties.
5. **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, dated Nov. 11, 1991 (attached), shall apply as the procedures for call out for HazMat Team response under this agreement, with the exception of the provisions related to compensation.
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 the 2000 census. However the contribution made by the University of California and California State Department of Parks 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 the first year 2001-2002 of this agreement, the following multipliers and fixed sums shall apply:
- | | |
|---------------------------------------|-----------|
| County of Santa Cruz (unincorporated) | 0.640 |
| City of Santa Cruz | 0.259 |
| City of Capitola | 0.047 |
| City of Scotts Valley | 0.054 |
| University of California, Santa Cruz | \$3000.00 |
| California State Department of Parks | \$3000.00 |

Each member of the Local Agencies shall pay its respective contribution for the cost of operating the HazMat Team, as set forth in the annual budget, to District. 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, the parties shall adjust amongst themselves,

- if necessary based on population, their respective contributions ratios and sums.
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, 2001-2002, shall be as set forth in Attachment A.
 8. **REIMBURSEMENT FOR COSTS OF RESPONSES.** The contingency fund item of the HazMat Team budget is intended to be the source of funds to reimburse District for its actual direct costs for HazMat Team responses. District shall invoice the County of Santa Cruz within thirty (30) days of the completion of an HazMat Team response under this agreement. The invoice shall detail the costs incurred by District in providing HazMat Team services to the incident. County will pay District from the contingency fund budget item the amount of the invoice within thirty (30) days of its receipt. If the invoice amount exceeds the contingency fund budget item balance, the difference shall be paid within thirty (30) days to District by the Local Agency (s) within which the incident occurred.
 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, and any remainder thereafter shall be deposited into the contingency fund budget item. 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 and 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 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 any work, authority or jurisdiction delegated to the party under this agreement. It is also agreed and understood that, pursuant to Government Code Section 895.4, each party to this agreement shall fully indemnify and hold harmless all other parties to this agreement from any damage or liability caused by the sole negligence incurred by reason of any act or omission by the first party, its officers or employees, under or in connection with any work or jurisdiction delegated to the other parties to 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:

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

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

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

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

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

David K. Vincent, District Superintendent
State of California, State Parks
600 Ocean Street
Santa Cruz, CA 95060

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

16. TERMINATION. Upon the termination of this agreement, the balance, if any, in the HazMat contingency fund shall be distributed to the Local Agencies as they shall mutually agree, or if no agreement, then based upon each Local Agency's share of total contributions made to the HazMat budgets through out the term of this agreement.

COUNTY OF SANTA CRUZ

Dated: _____

By _____

SUSAN A. MAURIELLO
County Administrative Officer

APPROVED AS TO FORM:

By *Henry A. Cherkovman III*
County Counsel 4/4/02

APPROVED AS TO INSURANCE

By *Barret McKinley* 4-4-2002
Risk Manager

CITY OF SANTA CRUZ

Dated: 11-14-01

By *Richard Wilson*

RICHARD WILSON
City Manager

APPROVED AS TO FORM:

By *[Signature]* 10-24-01
City Attorney

CITY OF CAPITOLA

Dated: _____

By _____

RICHARD HILL
City Manager

APPROVED AS TO FORM:

By _____

City Attorney

CITY OF SCOTTS VALLEY

Dated: _____

By _____

CHUCK COMSTOCK
City Manager

APPROVED AS TO FORM:

By _____

City Attorney

UNIVERSITY OF CALIFORNIA OF
SANTA CRUZ

Dated: _____

By _____

TOM VANI, Vice Chancellor
Business and Administrative Services

APPROVED AS TO FORM:

By _____

CITY OF CAPITOLA

Dated: _____

By _____

RICHARD HILL
City Manager

APPROVED AS TO FORM:

By _____

City Attorney

CITY OF SCOTTS VALLEY

Dated: 10-24-01

By Chuck Comstock

CHUCK COMSTOCK
City Manager

APPROVED AS TO FORM:

By [Signature]

City Attorney

UNIVERSITY OF CALIFORNIA OF
SANTA CRUZ

Dated: _____

By [Signature]

TOM VANI, Vice Chancellor
Business and Administrative Services

APPROVED AS TO FORM:

By _____

Dated: _____

By _____

DAVID K. VINCENT
District Superintendent

APPROVED AS TO FORM:

By _____

SCOTTS VALLEY FIRE PROTECTION
DISTRICT

Dated: 10/24/01

By _____


JERRY ASHFIELD
Board Chairman

APPROVED AS TO FORM:

By _____

Proposed Budget for FY 2001/2002

Item	Quantity	Cost Each	Extension
Team member differential	24	\$1,200.00	\$28,800.00
Training	10	\$1,120.00	\$11,200.00
Reference Materials		\$2,000.00	\$2,000.00
Monitoring Equipment Calibration	3	\$300.00	\$900.00
Equipment		\$2,900.00	\$2,900.00
Communications (Pagers)	25	\$168.00	\$4,200.00
Contingency Fund			<u>\$10,000.00</u>
Total			\$60,000.00

Derivation of Population Proportionate Multiplier

Agency	Percentage of Population	Calculation	Multiplier
County of Santa Cruz	0.529	$0.529 / 0.827 =$	64.00%
City of Santa Cruz	0.214	$0.214 / 0.827 =$	25.90%
City of Scotts Valley	0.045	$0.045 / 0.827 =$	5.40%
City of Capitola	<u>0.039</u>	$0.039 / 0.827 =$	<u>4.70%</u>
Total	0.827		100.00%

Calculation of Contributions

Agency	Multiplier	Base	Contribution
County of Santa Cruz	64.00%	\$54,000.00	\$34,560.00
City of Santa Cruz	25.90%	\$54,000.00	\$13,986.00
City of Scotts Valley	5.40%	\$54,000.00	\$2,916.00
City of Capitola	4.70%	\$54,000.00	\$2,538.00
University of California, Santa Cruz	1	\$3,000.00	\$3,000.00
California State Parks	1	\$3,000.00	<u>\$3,000.00</u>
Total			\$60,000.00