

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND
COUNTY OF FRESNO**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the last date of the required signatures of the parties by and between County of Fresno, and the State of California, Department of Water Resources (DWR), Division of Flood Management.

BACKGROUND

DWR is the lead State agency for flood emergency response; however, every emergency begins at the local level and timely coordination of response is critical to saving lives, property, and the environment. DWR supports these local emergency efforts by storing the materials necessary to conduct effective flood fights at locations throughout the State. In preparation for potential flooding and in response to local and county agency requests for flood fight materials (FFM), DWR has developed a Flood Fight Materials Plan to pre-position FFM in warehouses and in pre-loaded containers throughout the State. FFM within these warehouses and containers are owned and controlled by DWR but are available for use by local and county agencies when those agencies' resources have been drawn down or exhausted. Local and county agencies must coordinate with DWR prior to deploying FFM.

RECITALS

- A. County of Fresno has responsibility for protecting areas within their jurisdiction against flooding and requires FFM to perform said tasks.
- B. DWR has agreed to provide FFM pre-loaded in 3 container(s) to be stored at the County of Fresno site (Facility) located at: 25411 W. Silveria Avenue, Tranquillity, CA 93868 and 2 container(s) to be stored at: 9525 E Olive Avenue, Sanger, CA 93657
- C. County of Fresno has agreed to allow DWR to store these FFM at their Facility and the parties have agreed to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the conditions set forth hereinafter and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County of Fresno and DWR hereby agree as follows:

1. **Storage Right.** Pursuant to the terms set forth herein, DWR shall have the right to store 3 20-foot long cargo container(s) of FFM at: 25411 W. Silveria Avenue, Tranquillity, CA 93868 and 2 container(s) to be stored at: 9525 E Olive Avenue, Sanger, CA 93657 rent free for the Term (as defined below). County of Fresno shall maintain the value of FFM by keeping

said product in a secure area and promptly advising DWR of any maintenance concerns within 48 hours.

2. **Term and Termination**. This MOU shall be for a period of one (1) year from the date hereof, unless terminated earlier as provided in this Section 2 (the “Term”). This MOU shall be automatically renewed at the expiration of the initial Term for additional, successive one (1)-year terms unless either of the parties provides written notice to the other party of such party’s intention to not renew the MOU. Either party may terminate this MOU at any time by giving written notice to the other party. In the event either party terminates this MOU, DWR shall remove the container(s) and its contents from the Facility within thirty (30) days of receipt of notice.

3. **Moving and Removal of Flood Fight Materials**. DWR has pre-positioned containers with FFM in order to augment DWR and local flood emergency response efforts. DWR FFM shall be used to support the local and/or operational area response to regional flooding after said local and/or operational area has exhausted all local and regional supplies consistent with the requirements of the Standardized Emergency Management System (SEMS). If at any time during the Term of this MOU County of Fresno has exhausted and/or needs to augment its flood fight inventory, County of Fresno shall access DWR’s FFM inventory by notifying DWR’s Flood Operations Center at (916) 574-2619. By signing this MOU, County of Fresno agrees to replace in kind any used FFM from the container within six months of use.

If FFM are required within the jurisdiction of County of Fresno, County of Fresno is responsible for all tasks necessary for handling, loading, and transporting said materials from the Facility to the destination.

The FFM stored at the Facility are available to be used by other local agencies or operation areas in the region if deemed necessary. If FFM are required within the jurisdiction of another local agency or operation area, that local agency or operation area is responsible for all tasks necessary for handling, loading, and transporting said materials from the Facility to the destination. If any local agency or operational area other than County of Fresno has exhausted and/or needs to augment its FFM inventory with the FFM stored in this container, they shall access DWR’s FFM inventory by notifying DWR’s Flood Operations Center at (916) 574-2619 and signing an MOU (provided by DWR) agreeing to replace said material in kind within six months and that the local agency or operational area using the FFM will indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages that may arise out of the use of the container and its contents.

If at any time DWR needs to access the FFM, DWR will notify County of Fresno at 559-600-4940 and be responsible for all tasks necessary for handling, loading, and transporting said materials from the Facility to the destination.

If at any time County of Fresno desires to relocate the FFM container(s) to a new location, County of Fresno will notify DWR at (916) 820-7551 OR (916) 574-2619. DWR will arrange for the FFM container(s) to be relocated within 30 days of the request.

County of Fresno shall not trade, dispose of, or sell the container(s) or its contents.

4. **Records; Access to Facility; Inventory.** County of Fresno shall keep accurate records concerning the receipt and storage of the FFM for the duration of the MOU plus three years. Upon reasonable advance notice and during normal business hours, DWR may examine and make copies of any of County of Fresno's records, reports, files, or books maintained in connection with the FFM. Upon reasonable advance notice and during normal business hours, DWR's representatives may enter the Facility for the purpose of inspecting the FFM or taking inventory and reconciling this inventory with DWR inventory records.

5. **Indemnification.** County of Fresno shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages that may arise out of the storage and use of the container(s) and its contents, or any activity that is part of this MOU. County of Fresno shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this MOU.

6. **Points of Contact.**

Department of Water Resources

Manuel (Manolo) Ramirez, P.E.
Manager
Statewide Flood Response Unit
Division of Flood Management
3310 El Camino Avenue, Suite 200
Sacramento, CA 95821
Cell: (916) 820-7551
Manuel.Ramirez@water.ca.gov

Department of Water Resources
State-Federal Flood Operations Center
24-hour Direct: (916) 574-2619
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County of Fresno

Jonathan Ryan
Supervisor
25411 W. Silveria, Tranquillity 93868
559-317-9324
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Billy Trexler
Supervisor
9525 E. Olive Avenue, Sanger, CA 93657
559-545-5760
wtrexler@fresnocountyca.gov

IN WITNESS WHEREOF, the parties have executed this MOU.

County of Fresno

**State of California
Department of Water Resources**

By: _____
Garry Bredefeld
Chairman of the Board of Supervisors
of the County of Fresno

By: _____
Manuel (Manolo) Ramirez, P.E.
Manager Statewide Flood Response Unit
Division of Flood Management

Date: _____

Date: _____