

**Memorandum of Understanding
Between the Lake County Sanitation District, South Lake Fire
Protection District, and the
California Department of Forestry and Fire Protection for operations
and placement of an
Air Curtain Incinerator in Middletown**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the Lake County Sanitation District (LACOSAN) and the South Lake County Fire Protection District (SLCFPD)/California Department of Forestry and Fire Protection (CALFIRE) on _____, 20__ to memorialize the understanding and agreement of the parties regarding their collaborative efforts to make the most effective use of the Air Curtain Incinerator (ACI) to be placed on LACOSAN-owned property.

WHEREAS, all parties are political subdivisions of the State of California and dedicated to protecting the health and safety of the residents of Lake County, and

WHEREAS, the named parties wish to cooperate in the operation of an Air Curtain Incinerator (ACI) Disposal Program (Project) in the Highway 175/Bear Canyon Area, north of Middletown, in Lake County, California, and

WHEREAS, these Parties recognize that this ACI Project will provide a valuable service that will benefit the community by working towards the goal of efficiently reducing the load of hazardous and dead, woody fuels throughout the area, and

WHEREAS, the County of Lake remains in a Local State of Emergency as a result of the ongoing mass tree mortality and continues to seek all solutions to address this ongoing crisis, and

WHEREAS, all Parties wish to work together collaboratively to provide an additional means of disposal to the public for waste woody biomass that constitutes a fire hazard to the community. ,

NOW THEREFORE, the parties hereto agree as follows:

1. The property chosen for the operation of the ACI is owned and controlled by the Lake County Sanitation District (LACOSAN), at the address of 20126 Highway 175, Middletown, CA
2. South Lake County Fire Protection District (SLCFPD) will ensure the security of the site, constructing a temporary fence separating the ACI from the wastewater disposal field and ensuring that any vehicle traffic is confined to areas designated by LACOSAN

3. The ACI will be operated following the direction of trained fire control staff, utilizing the Lake County Air Quality Management District (LCAQMD) permit for operation and the ACI 'Go No-Go' checklist (Attachment 1) before operating
4. Lake County residents will be allowed to drop off debris to be burned on the site, during times and dates identified by SLCFPD, with an attendant to monitor, direct, validate, and quantify the material being dropped off
5. Debris to be burned will be cached at the location and, when provided with suitable burning conditions (based on weather/date/time), loaded into the ACI for disposal and incinerated.

6. INITIAL TERM

The initial term of this MOU shall be from _____ until _____ unless earlier terminated and in accordance with Section 9. herein.

7. AUTOMATIC RENEWAL

Upon expiration of the Initial Term, this MOU shall be automatically renewed for successive one year terms, each commencing on the first day following the date on which the preceding initial term or renewal term shall have expired. Each party reserves the right to determine not to renew the MOU.

8. TERMINATION

Notwithstanding any other provision in this MOU, this MOU may be terminated on the first to occur of the following:

- (a) Either Party may terminate this MOU, with or without cause and with or without providing reasons for termination, upon giving the other Party ninety (90) days' prior written notice.
- (b) Either Party may terminate this MOU for breach upon giving the other Party thirty (30) days' prior written notice of intent to terminate and a description of the specific breach of the MOU. If the breaching Party has not cured the breach by the end of the 30 day notice period, this MOU shall terminate immediately at the expiration of the 30 day period.

9. RESPONSIBILITIES OF PARTIES

1. SLCFPD/California Department of Forestry and Fire Protection (CAL FIRE):

- a. Will be responsible for all maintenance, moving, operations, signage, permitting, and costs associated with the ACI.
- b. Will provide fire suppression during times of ACI operations.
- c. Will establish a fence between the ACI operations and the wastewater disposal field.
- d. May utilize local community groups to monitor/attend to the residents dropping off material, including validating residency.

- e. Shall maintain open lines of communication, share statistics on usage, and may provide monthly updates to LACOSAN on the status of operations.
- f. May accept funds from outside agencies and/or residents utilizing the ACI to fund the operations/loading/signage/staffing/other expenses of the ACI operation.
- g. Shall repair any damage to LACOSAN property and facilities either directly or indirectly caused by the operation of the ACI on LACOSAN property.

2. LACOSAN:

- a. Will ensure that parties have access to the facilities with a lockable and functional gate at the entrance to the facility.
- b. Shall maintain open lines of communication and share and address concerns from outside parties on the operations.
- c. Shall provide early notification of a change in status on the location.

10. INDEMNIFICATION

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

11. INSURANCE

Each Party shall maintain such policies of commercial liability and professional liability insurance as shall be necessary to insure it, its respective Boards, and its employees against any claim or claims for damages arising by reason of an act or omission in the performance of its respective obligations hereunder. Such policies shall be carried in amounts of not less than \$1,000,000 per occurrence. Each party shall further maintain worker's compensation and unemployment compensation policies for its employees.

12. PARTICIPATION IN SIMILAR ACTIVITIES

This instrument in no way restricts LACOSAN or SLCFPD/CALFIRE from participating in similar activities with other public or private agencies, organizations, and individuals.

13. MODIFICATION

This MOU may only be modified by a written amendment thereto, executed by both parties.

14. USE OF RESOURCES

LACOSAN and SLCPD/CALFIRE will each handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

15. PRINCIPAL CONTACTS:

The principal contacts for this MOU are:

LACOSAN

230 N. Main Street
Lakeport, CA. 95453
scott.harter@lakecountycal.gov
Attn: Scott Harter

SLCPD/CALFIRE

P.O. Box 1360
Middletown, CA. 95461
Paul.Duncan@fire.ca.gov
Attn: Paul Duncan

16. ADDITIONAL PROVISIONS

This MOU shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This MOU supersedes all proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties related to the subject matter of this MOU.

LACOSAN and SLCPD/CALFIRE have executed this MOU on the day and year first written above.

LAKE COUNTY SANITATION DISTRICT

SLCPD/CALFIRE



ATTEST:

Susan Parker
Clerk of the Board of Directors

APPROVED AS TO FORM:

Lloyd Guintivano
County Counsel

By: _____

By:  _____

EXAMPLE (September 2022 Rev.)

FIRE REPRESENTATIVE: CAL FIRE _____ Cell Phone: _____
SITE SUPERVISOR: _____ Cell Phone: _____
PROJECT NUMBER: _____

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Current conditions are within minimum/maximum prescription criteria:
TIME: _____ TEMP: _____ F R.H.: _____% WIND DIRECTION: _____
WIND SPEED: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Spot forecast(s) have been received and reviewed. No adverse weather conditions or changes are expected for the burn period. Wind less than 10MPH, High Temperature less than 75 degrees, Humidity greater than 30% |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Personnel and equipment required for the burn are in-position |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. All personnel have been briefed on the burn plan |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Backup and support resources are available in strength needed to contain escapes
(Unit not in Drawdown, State and/or Local Government Resources available) |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Notifications have been made
<input type="checkbox"/> Adjacent landowners
<input type="checkbox"/> News/social media
<input type="checkbox"/> SLCFPD Office Staff
<input type="checkbox"/> L.C.A.Q.M.D
<input type="checkbox"/> Other: <u>St Helena ECC</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Is a test burn required? If yes, go to #8. If no, go to #9 |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. A test burn has been satisfactory? |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Has a "NO" box been checked (other than #7)? If so, do not burn unless approval
to modify the plan has been received
IF "NO" BEGIN AIR CURTAIN OPERATION
IF "YES" GO TO #10 |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Can the plan be modified, or action taken to rectify the situation?
IF "NO" DO NOT BURN
IF "YES" Describe plan change and/or action taken: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Shut Down/Cool Down – All resources committed up to 3hrs after last fuel is added |

Fire Representative Signature: _____ Date: _____ Time: _____

Site Supervisor Signature: _____ Date: _____ Time: _____

FIRE REPRESENTATIVE TO RETAIN CHECKLIST FOR RECORDS

EXAMPLE

WX Forecast:

Lake County and Upper Cache Creek Area

448 AM PST Fri Dec 30 2022

TODAY...

Sky/Weather.....Rain.

Max Temperature.....53-61.

Min Humidity.....80-91 percent.

SNOW LEVEL...Above 4700 feet.

20-Foot Winds...

Valleys/Slopes.....Southwest winds 13 to 21 mph.

Ridges.....Breezy. Southwest winds 15 to 23 mph.

TONIGHT...

Sky/Weather.....Rain.

Min Temperature.....43-51.

Max Humidity.....91-100 percent.

SNOW LEVEL...Above 4700 feet.

20-Foot Winds...

Valleys/Slopes.....Southwest winds 10 to 18 mph.

Ridges.....Breezy. Southwest winds 10 to 18 mph.

SATURDAY...

Sky/Weather.....Mostly cloudy then becoming partly cloudy. Rain
through the day.

Max Temperature.....50-58.

Min Humidity.....67-78 percent.

SNOW LEVEL...Above 4700 feet.

20-Foot Winds...

Valleys/Slopes.....Southwest winds 6 to 9 mph...shifting to
the northwest 11 to 14 mph in the
afternoon