



# RESOLUTION No. 10-236

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION AUTHORIZING THE SHERIFF TO SIGN A MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA STATE SHERIFFS ASSOCIATION TO PROVIDE VICTIM INFORMATION NOTIFICATION EVERYDAY (VINE) AS PREVIOUSLY AUTHORIZED BY RESOLUTION 08-331 BASED ON AN EXTENSION OF FUNDING FOR THE PROGRAM BEING PROVIDED BY THE CALIFORNIA STATE SHERIFFS ASSOCIATION**

WHEREAS, California State Sheriff's Association is offering to continue providing VINE services free of charge to Nevada County, and

WHEREAS, California State Sheriff's Association is requesting the Sheriff sign a Memorandum of Understanding regarding the VINE program, and

WHEREAS, the Nevada County Sheriff's would like to continue providing VINE services as previously authorized by Resolution 08-331, and

WHEREAS, VINE monitors the custody status of offenders in California's county jails and will notify crime victims and the general public who have registered with VINE, when an inmate is released.

THEREFORE, BE IT RESOLVED, that the Nevada County Board of Supervisors hereby authorizes the Sheriff to sign the Memorandum of Understanding with the California State Sheriffs Association and authorizes the continuation of the VINE program operation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the \_\_\_\_\_ 8th \_\_\_\_\_ day of June, 2010, by the following vote of said Board:

Ayes: Supervisors Nate Beason, Ed Scofield, John Spencer, Hank Weston, Ted S. Owens.

Noes: None.


Absent: None.

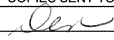
Abstain: None.

ATTEST:

CATHY R. THOMPSON  
Clerk of the Board of Supervisors

By: Domingo Landi, Deputy

  
Nathan H. Beason, Chair

DATE	COPIES SENT TO
6-9-2010	Sheriff  A-C* (hold)
	IGS*
6-11-2010	A-C*



## **MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA STATE SHERIFFS' ASSOCIATION AND COUNTY**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between **California State Sheriffs' Association**, hereinafter referred to as **CSSA**, and **County**.

This MOU stands as evidence that **CSSA** and **County** intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in California. Both agencies believe that implementation of the Victim Information Notification Everyday application, as describe herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

**WHEREAS**, further **CSSA** and the **County** agree to the following roles and responsibilities:

**CSSA** acknowledges that any database or system information created by any county jail or other county criminal justice agency are owned by the respective County and provided to **CSSA** for use in this Project. This information includes confidential data of the County, and **CSSA** shall maintain all such confidential information with at least the same level of care that **CSSA** uses to protect its own confidential information.

**CSSA** shall not disclose, provide to, or permit any person to obtain any such confidential information in any form, except employees of **CSSA**, employees of **Appriss**, or those who have agreed to be subject to the same restrictions as set forth herein.

This agreement enables **CSSA** and other above mentioned parties to use such information for the purpose of data collection, reporting, and program evaluations.

**WHEREAS**, **CSSA** will retain records of documentation pertaining to this agreement for seven (7) years from the date of this agreement. Both parties will cooperate in any audit or compliance review by state, county or federal authorities;

**WHEREAS**, the **County** will assign a Team for the continued operation of the Victim Information Notification Everyday Project. The **County** will designate a primary contact person within the Team. The Team will work with **Appriss** and the Project Manager to implement the project;

**CSSA SHALL:**

1. Establish a contract with Appriss.
2. Administer the grant program. Such duties shall include: the financial oversight of the grant program; the payment or reimbursement of expenses as outlined in the grant budget; and the preparation of all necessary reports and budgets.
3. Oversee ongoing operational support.
4. Moderate contractual issues between the County and Appriss.
5. Work with both Appriss and the County to quickly resolve any equipment or data transfer problems.

**THE COUNTY SHALL:**

1. Provide required personnel resources, equipment, and space needed for safe and secure implementation and operation of equipment and program.
2. Provide CSSA and Appriss personnel access to its offices, equipment, and personnel at reasonable times for the installation, maintenance, or replacement or equipment and/or training of personnel necessary to operate the system.
3. Provide CSSA and Appriss personnel information necessary to maintain system interface.
4. Cooperate with Appriss personnel to troubleshoot and resolve any equipment or data transmission problems.
5. Cooperate with Appriss in determining data transfer schedules.
6. If the office does not currently have a computerized system, Appriss will provide the equipment.
7. Agree that any workstation provided by Appriss as part of an interface in association with this service or for the collection of data elements is restricted to the implementation of the Victim Information Notification Everyday system. Any misuse of hardware deployed to County's site will invalidate County warranty. In these situations, County will be responsible for any repair costs.

**THE FOLLOWING GENERAL PROVISIONS ARE MUTUALLY UNDERSTOOD AND AGREED TO BETWEEN THE PARTIES:**

Liability:

Personnel employed by CSSA or Appriss remain the employees of those entities for all purposes including the provision of liability insurance, worker's compensation coverage and indemnification, while such personnel are installing, maintaining, repairing, replacing, or otherwise working with equipment at the offices of any other part to this agreement.

Modification:

Modifications of this document within the scope of this instrument shall be made by mutual consent of the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The MOU may be modified as necessary from time to

time to comply with changes in State or Federal law and policy, CSSA policy or the County policy.

Confidentiality between parties:

CSSA and the County understand that all information disclosed by either party is confidential and agree not to disclose any information obtained from either party unless obtaining expressed written approval by the disclosing party. Further, each party knows that the use or disclosure of this information for purposes other than as intended for this initiative is strictly prohibited.

Internal rules and protections for confidentiality:

Each party has internal rules and procedures regarding protection of confidential information and their respective employees have been instructed in these procedures. Each party also maintains a system for monitoring compliance with their respective confidentiality policy and employees who violate such confidentiality policy maybe subject to discipline.

Removal of Equipment:

The terms for the removal/transfer of any equipment provided for under this agreement shall be conveyed in writing and shall comply with any applicable state and federal regulations.

Termination:

Any party desiring to terminate this Agreement shall serve the other party with written notice, which shall be effective, unless withdrawn, six (6) weeks from the date of such service. Such time will be necessary to contact registered victims. Prior to such notification and effective date, each party shall use every reasonable effort to resolve the causes stated for termination. If served upon CSSA, notice shall be served upon the Executive Director. If served upon the County, notice shall be served upon the person holding the office of Sheriff at the time of the service. Any expenses incurred by the County prior to termination will not be subject to reimbursement.

Dispute Resolution:

Any dispute arising under this MOU shall be submitted to CSSA for final resolution.

Contractual Rights:

The parties agree that this Memorandum of Understanding shall be binding upon the parties. The parties agree that this project is subject to the availability of grant funds from CSSA and that the unavailability of these funds shall automatically terminate this agreement and render it void without the liability of either party.

Principal Contacts:

CSSA	County
	Nevada
Director: Sheriff Jim Denney (ret.), Executive Director	Sheriff: Keith Royal

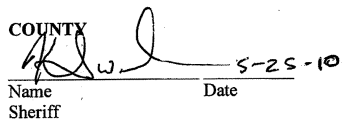
Phone: 916.375.8000	Phone: 530-265-1384
Fax: 916.375.8017	Fax: 530-470-0439
Email: <a href="mailto:cgreen@calsheriffs.org">cgreen@calsheriffs.org</a>	Email: <a href="mailto:keith.royal@co.nevada.ca.us">keith.royal@co.nevada.ca.us</a>
<b>Project Manager</b>	<b>Team Leader</b>
Phone: 916.375.8000 ext. 103 (Carmen Green)	Phone: 530-470-2513, Jon Jackson
Fax: 916.375.8017	Fax: 530-470-0439
Email: <a href="mailto:cgreen@calsheriffs.org">cgreen@calsheriffs.org</a>	Email: <a href="mailto:jon.jackson@co.nevada.ca.us">jon.jackson@co.nevada.ca.us</a>

MOU Effective date:

This MOU shall become effective upon signature of both parties and shall remain in effect for the term of the contract with Appriss or superseded by a subsequent agreement. (See modifications section.)

WHEREAS, CSSA and the County agree to the terms and conditions set forth in this memorandum and enter into this agreement pursuant to and in recognition of provisions of applicable federal and state laws, IN WITNESS THEREOF, this 7<sup>th</sup> day of JUNE, 2010 the parties hereto have set their names and seals by their duly authorized Officers who certify that they are authorized to bind their respective organizations, by CSSA and County.

CSSA  
  
 Name, Executive Director Date 6-7-10

COUNTY  
  
 Name Sheriff Date 5-25-10