



**RESOLUTION No. 16-010**

**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 RESOLUTIONS 08-331 AND 10-236 BASED ON AN EXTENSION OF FUNDING FOR THE PROGRAM BEING PROVIDED BY THE CALIFORNIA STATE SHERIFFS' ASSOCIATION**

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

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

WHEREAS, the Nevada County Sheriff's Office would like to continue providing VINE services as previously authorized by Resolutions 08-331 and 10-236; 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 12th day of January, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

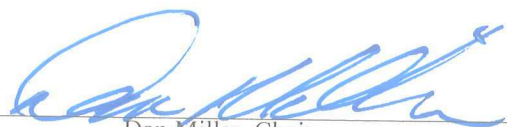
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

1/12/2016 cc: Sheriff\*  
AC\*



**VINE PARTICIPATION AGREEMENT BETWEEN  
CALIFORNIA STATE SHERIFFS' ASSOCIATION AND  
COUNTY OF Nevada**

This Participation Agreement ("Agreement") is hereby made and entered into by and between California State Sheriffs' Association, a California non-profit organization ("CSSA"), and the County of Nevada, a public entity ("County").

**RECITALS**

- A. 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 ("VINE"), as described herein, will further this goal.
- B. The State of California has granted funds to the CSSA for the purpose of maintaining a statewide system victim notification program. The CSSA has entered into a Master Service Agreement ("Master Contract") with Appriss, Inc. ("Appriss") the developer and operator of the Victim Information Notification Everyday application ("VINE") which provides automated notification to crime victims, next of kin, and witnesses.
- C. County desires to participate in VINE and in CSSA's Master Contract through this Agreement and the incorporation of the Master Contract herein. County and CSSA further intend for this Agreement to revoke and supersede any prior agreements between the parties in relation to VINE.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The foregoing recitals are incorporated into this Agreement by this reference.
2. **CSSA OBLIGATIONS:**

County hereby delegates and assigns to CSSA and CSSA accepts the responsibility for the following tasks:

- A. Establish a master service agreement with Appriss for ongoing operation and maintenance of VINE.

- B. Administer the Master Contract. Such duties shall include payment or reimbursement of expenses as outlined in the Master Contract, the grant budget, and the preparation of necessary reports and budgets. County understands and agrees that CSSA's obligation for payment or reimbursement is expressly conditioned upon CSSA's receipt of grant funding for operation and maintenance of VINE.
  - C. Oversee ongoing operational support for VINE.
  - D. Moderate contractual issues between the County and Appriss.
  - E. Work with both Appriss and the County to quickly resolve any equipment or data transfer problems.
3. COUNTY OBLIGATIONS.

CSSA hereby delegates and assigns to County and County accepts the responsibility for the following tasks:

- A. Provide required personnel resources, equipment, and space needed for safe and secure implementation and operation of equipment and program necessary to operate VINE.
- B. Provide CSSA and Appriss personnel access to its offices, equipment, and personnel at reasonable times for the installation, maintenance, or replacement of equipment and/or training of personnel necessary to operate VINE.
- C. Provide CSSA and Appriss personnel information necessary to maintain system interface for VINE.
- D. Cooperate with Appriss personnel to troubleshoot and resolve any equipment or data transmission problems.
- E. Cooperate with Appriss in determining data transfer schedules.
- F. If the office does not currently have a computerized system, Appriss will provide the equipment.
- G. 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 VINE 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.
- H. Agree to be bound by all terms, conditions, and obligations imposed upon CSSA in the Vine Master Service Agreement ("Master Contract") which Master Contract is incorporated herein by this reference.

4. EFFECTIVE DATE.

This Agreement 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.

5. CONFIDENTIALITY.

- A. 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 VINE. 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. County authorizes CSSA, and its authorized agents, to use such information for the purpose of data collection, reporting, and program evaluations.
- B. CSSA will 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.
- C. CSSA will retain documentation pertaining to this agreement for 7 years from the Effective Date of this Agreement. Both parties will cooperate in any audit or compliance review by state, county or federal authorities;

6. KEY PERSONNEL.

County will assign a team for the continued operation of VINE (“**Team**”). The County will designate a primary contact person within the Team. The Team will work with Appriss and CSSA to implement and maintain VINE.

7. MUTUAL INDEMNIFICATION.

CSSA and County each agree to defend, indemnify and hold the other harmless from and against any and all expenses, losses, liabilities, damages, costs and demands whatsoever, together with reasonable attorneys' fees and expenses brought against the other, its officials, officers, agents and employees arising out of the performance of the indemnifying party, its employees, and/or authorized subcontractors of the work undertaken pursuant to this Agreement.

8. GENERAL TERMS

- A. 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.
- B. 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 Agreement 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.
- C. 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 Project is strictly prohibited.
- D. 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 may be subject to discipline.
- E. 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.
- F. Termination. This Agreement may be terminated by either party, without cause, upon 6 weeks written notice. 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.
- G. Contractual Rights. The parties agree that all terms and obligations under this Agreement, except for indemnity, are 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.

II. Principal Contacts:

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| CSSA  | County Nevada   |
| Director:<br>M. Carmen Green,<br>Executive Director | Sheriff:<br>Gary Smith, Jail Lieutenant<br>950 Main St<br>Nevada City, CA 95959 |
| Phone: 916.375.8000                                 | Phone: 530.245.1471   |
| Fax: 916.375.8017                                   | Fax: 530.470.0139   |
| Email: cgreen@calsheriffs.org                       | Email: sheriff@co.nevada.ca.us  |

- I. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement.
- J. Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties.

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 day of January 2015 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

COUNTY

\_\_\_\_\_  
Name,  
Executive Director

\_\_\_\_\_  
Date

  
Name  
Sheriff

11-18-15  
Date

KEITH ROYAL, SHERIFF