

Memorandum of Understanding between the County of Nevada and Nevada County Sheriff's Search and Rescue

THIS Memorandum of Understanding ("MOU") is made and entered into as of the 14 day of September 2021 by and between the COUNTY OF NEVADA, a political subdivision of the State of California ("COUNTY"), and Nevada County Sheriff's Search and Rescue, a 501(c)(3) non-profit organization, ("NCSSAR"), collectively referred to as "Parties" (individually as "Party").

WHEREAS, the Nevada County Sheriff's Search and Rescue is a 501(c)(3) and a separate entity from the Nevada County Sheriff's Office; and

WHEREAS, in support of the Nevada County Board of Supervisors 2021 Objective to "Lead the community in all hazards planning, preparedness, response and recovery with a focus on wildfire" the Nevada County Office of Emergency Services, the Nevada County Sheriff's Office, and the Nevada County Sheriff's Search and Rescue (NCSSAR) identified a need for a communication upgrade for the NCSSAR.

NOW, THEREFORE, the parties hereto agree as follows:

1. **MOU Fund Allocation:** The sole source of funding by COUNTY for this disbursement is from the Office of Emergency Services Budget Allocation in 0101-20702-414-1000/522090. No other County funding source shall be held liable for any obligations set forth in this MOU. The allocation specified herein shall be the total payment made to NCSSAR. The amount of funding shall not exceed three hundred nineteen thousand Dollars (\$319,000.00).
2. **Use of Funds:** NCSSAR agrees to use the funds on expenditures as stated in Exhibit A Scope of Project ("Project"). Funds must be expended during the period that begins on September 14, 2021 and ends on December 30, 2022. These funds shall not include staff time or overhead costs for NCSSAR to manage the Project.
3. **Term of MOU:** This MOU shall commence on September 14, 2021 and terminates on December 30, 2022.
4. **Quotes and Invoicing:**
 - a. NCSSAR shall receive three quotes for the items listed in Exhibit A. The quote that is responsive, responsible, and within budget shall be selected. If three quotes cannot be obtained a good faith effort to obtain said quotes shall be documented.
 - b. NCSSAR shall provide an invoice from the selected vendor to the County and a request for payment to NCSSAR in the amount of the invoice. The County shall pay requests for payment invoices within 30 days to NCSSAR.

c. Invoices shall be submitted to:

IGSAdmin@co.nevada.ca.us

Or by mail to:
IGS Admin
Attention: Elise Strickler
950 Maidu Ave.
Nevada City, CA 95959

5. **Electronic Signatures:** The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
6. **REPORTING:**
 - a. NCSSAR shall submit a report no later than 60 days after the expiration of the MOU stating the total funds received from the County, a list of invoices paid by NCSSAR including date, vendor, and equipment/services purchased.
7. **Entirety of MOU:** This MOU contains the entire MOU of County and NCSSAR with respect to the subject matter hereof, and no other MOU, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this MOU, shall be binding or valid. Should all or any portion of any provision of this MOU be held unenforceable or invalid for any reason, but the remainder of the MOU can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
8. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
9. **Certificate of Good Standing:** Registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to keep its status in good standing and effect during the term of this MOU.
10. **Non-Profit Status:** Under the provisions of Internal Revenue Code Section 6033, nonprofits, charities, and other tax-exempt organizations must generally file either a Form 990 or Form 990-EZ along with a Schedule A with the Internal Revenue Service (IRS) each year
11. Upon request, COUNTY or its authorized representative shall have access to and the right to examine all records, books, papers or documents of NCSSAR related to the Project and use of COUNTY funds provided under this MOU. The NCSSAR

shall retain such records, books, papers and documents for a period of not less than five (5) years from the termination date.

12. The Parties to this MOU hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither Party nor its officers, employees or volunteers are employees of the other.
13. Prior to surplus, donation, or disposal of equipment procured with these funds the NCSSAR shall request approval from the Nevada County Sheriff Office.
14. The terms and conditions of this MOU, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this MOU shall expressly refer to this MOU.
15. The waiver of any provision of this MOU shall be in writing, signed by the party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the MOU.
16. Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this Paragraph.

To County:

Elise Strickler
Information General
Services
950 Maidu Avenue,
Suite 130
Nevada City, CA 95959

To NCSSAR:

Raymond Kress
Nevada County Search and Rescue
950 Maidu Avenue
Nevada City, CA 95959

17. **Assignment:** This MOU may not be assigned by either party. This MOU is made and entered into for the sole protection and benefit of COUNTY and NCSSAR. No other person or entity shall have any right of action based upon any provision of this MOU.

18. **Governing Law and Venue:** This MOU shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this MOU shall be the County of Nevada, State of California.

19. **Authority:** All individuals executing this MOU on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this MOU.

IN WITNESS WHEREOF, the Parties hereunto have executed this MOU on the dates

hereinafter set forth.

COUNTY OF NEVADA:

By: _____ Date: _____

Honorable Dan Miller, Chair of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____

County Counsel

THE NCSSAR:

By: _____ Dated: _____

Nevada County Sheriff's Search & Rescue Inc, Raymond Kress

Scope of Project

Handheld Radios:

NCSSAR will purchase one hundred (100) new handheld radios to replace their current outdated ones. NCSSAR will also be acquiring a further sixty (60) handheld radios to keep in a cache for issue to outside agency law enforcement mutual-aid personnel who arrive on-scene, but because of interoperability challenges cannot utilize their own radio communications gear. Five (5) "Pelican" style ruggedized cases will be purchased to store the cache of handheld radios to protect them from damage and the elements.

Mobile Vehicle Radios:

Fifteen (15) of NCSSAR's vehicle mounted mobile radios will be replaced and upgraded with the latest VHF GPS enabled equipment. NCSSAR will also acquire four "Quad Band" mobile radios for their rescue trucks, which will alleviate many of the challenges encountered with interoperability. Project includes installation and necessary accessory equipment.

Expansion of ROIP Repeater/Interoperability System:

NCSSAR will purchase Radio Over Internet Protocol (ROIP) equipment to be installed at twenty (20) separate locations throughout Nevada County where current radio capabilities are either highly degraded or non-existent. These sites will be specifically chosen to enhance NCSSAR's ability to communicate when communications are degraded such as during a Public Safety Power Shutoff. Project includes installation and necessary accessory equipment.