



RESOLUTION No. 18-354

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE NEVADA COUNTY OFFICE OF EMERGENCY SERVICES TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE SOUTH YUBA RIVER CITIZENS LEAGUE, AND PROVIDE FOUR (4) SATELLITE COMMUNICATION DEVICES FOR ENSURING PUBLIC SAFETY AND REPORTING EMERGENCY EVENTS

WHEREAS, the Yuba River Public Safety Cohort Meetings have provided staff a unique insight to public safety needs along the Yuba River; and

WHEREAS, the Yuba River Public Safety Cohort was established for the purpose of coordinating public safety and law enforcement efforts in the South Yuba River corridor; and

WHEREAS, on June 12th, 2018, the Board of Supervisors approved item # SR 18-0442, where among other items, the Office of Emergency Services outlined a project involving the South Yuba River Citizens League supplying four (4) Satellite Communication Devices with a coverage plan and the County of Nevada will issue the South Yuba River Citizens League the Satellite Communication Devices in order to ensure public safety on the river and report emergency events; and

WHEREAS, the Office of Emergency services and the South Yuba River Citizens League seek to enter into a Memorandum of Understanding and promote safety throughout the Yuba River.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Nevada County, State of California authorizes the Nevada County Office of Emergency Services to enter into a Memorandum of Understanding in substantial conformity in the form attached hereto, with the South Yuba River Citizens League, for the period July 10, 2018 through July 10, 2019 and authorizes the Director of Emergency Services to execute for and on behalf of the County of Nevada this agreement and any actions necessary.

Funding: 0101207024141000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of July, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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:  _____

 _____
Edward Scofield, Chair

MOU AGREEMENT REGARDING USE OF SATELLITE COMMUNICATION DEVICES BY THE SOUTH YUBA RIVER CITIZENS LEAGUE

The County of Nevada (hereinafter "County") and South Yuba River Citizens League, (hereinafter "SYRCL") understand and agree to the following terms and conditions related to their respective rights and responsibilities for the use of the satellite communications devices described herein:

This agreement is in effect from July 10, 2018 through July 10, 2019. At the expiration of this agreement, the devices shall be returned to the County.

Use of Devices

1. The County is the owner of the (4) Satellite Communication Devices (hereinafter "Devices").
2. SPECIFIC ACTIVITIES: The County will provide the SYRCL the devices in order to ensure public safety on the river and report emergency events. The County grants to the SYRCL permission to manage the devices with use during the program. This grant is in the nature of a revocable license under the terms and conditions of this Agreement. The SYRCL shall, under its management authority, distribute the devices, and ensure limitations are met through duration of this agreement.
3. REPORTING AN EMERGENCY: Should the SYRCL need to report an emergency event volunteers and representative should, 1) Assess the urgency of the situation 2) Find a safe area before calling emergency services 3) Call emergency services 4) Report location 5) describe nature of the emergency 6) Follow dispatcher's instructions.
4. UNSAFE WORK SITUATION: The County prohibits use of the device at any site which the operation of the device would be a distraction to the user and/or could create an unsafe work environment. Such sites must be secured or the device used by an employee who is out of harm's way at such work environments.
5. USE WHILE DRIVING: The County prohibits use of the devices while operating and driving a vehicle.
6. INCIDENTAL USE: Personal use of the County provided devices are not permitted. If personal use of County-provided devices is identified, the SYRCL shall repay the County for said personal use costs associated with the devices.
7. RESPONSIBILITIES SYRCL: The SYRCL as equipment manager shall keep the satellite communication devices in safe, good condition and properly maintained. The SYRCL shall at its sole expense be responsible for all repairs not covered under the coverage plan.

8. RESPONSIBILITIES COUNTY: The County will provide devices with a coverage plan for the term of this agreement to SYRCL.
9. TERMINATION: This Agreement may be terminated by either party for any or no reason with thirty (30) days advance notification in writing to the other party.
10. INDEMNIFICATION: Each party hereto shall indemnify, defend and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees) which result from the negligent act, willful misconduct, or error or omission of the indemnifying party
11. RECORDS: The parties agree to retain and preserve all relevant records pertaining to the satellite communication items for at least two years following termination of this Agreement. Each party shall allow the other to inspect and copy any records needed.
12. ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties, and no other written or oral evidence shall be construed to be part of this Agreement. The parties may at any time amend this Agreement by mutual consent in writing as necessary to achieve the contractual objectives of the parties.
13. ASSIGNMENT: The SYRCL may not sell, transfer, assign or subcontract all or any portion of its rights, interests in or obligations under this Agreement without the prior written consent of County.
14. Notices: All official contacts, remittances and notices shall be delivered or mailed to the parties as follows:

COUNTY OF NEVADA
Steve Monaghan, Director of Emergency Services
10014 N. Bloomfield Road
Nevada City, CA 95959
530-470-2637

SOUTH YUBA RIVER CITIZENS LEAGUE:
Melinda Booth, Executive Director
313 Railroad Ave.
Nevada City, CA 95959
530-265-5961
15. Upon request by County, and upon expiration of the term of this Agreement, the SYRCL and the County shall perform an inventory of all Equipment.
16. This Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

SOUTH YUBA RIVER CITIZENS LEAGUE

By: _____

Melinda Booth

Executive Director

Date

COUNTY OF NEVADA

By: _____

Stephen T. Monaghan

Director of Emergency Services

Date