

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
TUOLUMNE FIRE
DISTRICT
FOR
USE OF ALERT AND WARNING SYSTEMS, INCLUDING SIRENS OR
OUTDOOR AUDIBLE ALERTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this day of August 15th, 2022, by and between the County of Tuolumne, (“County”), and the Tuolumne Fire District, (“Agency”).

PURPOSE AND SCOPE:

This MOU is intended to establish and clarify the roles and responsibilities of the County and Agency related to the Emergency Outdoor Audible Alerts/Sirens (Alarm) located on a portion of Agency’s land known as 18690 Main St. Tuolumne, CA 95379 (“Property”), as the Property is depicted on Exhibit “A”, attached hereto and made a part hereof.

WHEREAS, Agency is a Fire District and County is a political subdivision of the State of California; and

WHEREAS, the California Emergency Services Act (as set forth in the Government Code) established the Office of Emergency Services (“OES”) and directed OES to develop guidelines for alerting and warning the public of an emergency, including utilizing multiple forms of alerts; and

WHEREAS, County is responsible for and has established an Emergency Services Program as set forth in the Tuolumne County Ordinance Code, Chapter 2.40.80 to oversee and coordinate disaster preparedness and response measures within the County; and

WHEREAS, County is responsible for alerting, warning and evacuation in the unincorporated areas of the County, including oversight and coordination of alert and warning systems used within the County in order to ensure consistent application of alert and warning systems; and

WHEREAS, Agency has installed an alert and warning system on its Property by installing a siren; but the operation and testing of the alarm/siren falls under the County’s responsibility;

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows: The Agency owns the Alarm and all

appurtenances now constructed or constructed in the future, and the County shall not claim, now or in the future, any property right or title to the alarm, its appurtenances or the Property. The Agency understands it does not have authority to issue the alarm/siren unless the County has directed it to do so. The Parties further agree to perform their obligations as set forth in this MOU and outlined below.

1. TERM

This MOU shall become effective as of the date first written above and continue for one (1) year. The parties may renew the MOU annually by written agreement.

2. COUNTY'S RESPONSIBILITIES

- a. Operate the Alarm as required for emergency response activities.
- b. Coordinate with District to test the Alarm to assure the continued operation of the alarm and appurtenances will satisfy County requirements.
- c. Perform community outreach in coordination with District, as deemed appropriate to ensure the public understands proper response to the Alarm.
- d. Provide District with reasonable notice for any access or testing or operation to be performed by County. In the event that notification cannot be provided, County shall provide notification as soon as is practicable after the site is accessed.

3. AGENCY'S RESPONSIBILITIES

- a. Construct, or cause to be constructed, any upgrades, improvements, or modifications necessary for the compliance of the Agency with Federal, State, and local laws and regulations.
- b. Provide the County with any and all plans and specifications, including studies performed related to the operation of the Alarm.
- c. Provide the Sheriff's Office and the Office of Emergency Services with the mechanism to operate the Alarm (i.e. link to the system, etc.)
- d. Perform maintenance and inspection of the alarm/siren and appurtenances as necessary for the continued reliable operation of the alarm/siren. Agency understands and acknowledges that if the Alarm is not maintained in operable condition, the County will not utilize it.
- e. Provide access for testing and operation of the alarm/siren and appurtenances to the County at all reasonable times.
- f. Provide reasonable notice to the County of any Agency activities that impact the maintenance, operation or access to the alarm/siren.

- g. District shall not activate or test the system unless expressly requested by the Tuolumne County Sheriff's Office and or Tuolumne County Office of Emergency Services.
- h. Coordinate with the County to provide education and outreach to the community to ensure the public understands proper response to the Alarm.

4. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

5. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

6. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

7. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations and laws as set forth by federal, state or local government.

8. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

9. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

10. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:	COUNTY:
<u>Tuolumne Fire District</u>	<u>County of Tuolumne</u>
<u>18690 Main St.</u>	<u>2 South Green Street</u>
<u>Tuolumne, CA 95379</u>	<u>Sonora, CA 95370</u>

12. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. LIMITATIONS OF MOU

This MOU is not intended, and does not, create any right or benefit, substantive, contractual or procedural, enforceable at law or in equity, by any party against one another, or its officials, employees, or agents. Nothing in this MOU may be construed to obligate the parties to any current or future expenditure of resources. This MOU does not obligate any funds of either of the parties.

16. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

17. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES
This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

18. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

19. CONTROLLING LAW


The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

20. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.
COUNTY:

COUNTY: <hr/> Tracie Riggs, County Administrative Officer	Tuolumne Fire District:  8/15/22 <hr/> Jeffrey Brian Bell, Board Chair.
APPROVED AS TO LEGAL FORM: <hr/> Sarah Carrillo , County Counsel	