

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND CALFIRE MENDOCINO UNIT REGARDING THE OPERATION OF THE FIRE CAMERA SITUATIONAL AWARENESS TOOL

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the County of Mendocino (hereinafter "County"), a political subdivision of the State of California, and CAL FIRE Mendocino Unit (hereinafter "CAL FIRE"), a local unit of an agency of the State of California. This MOU has been created to clearly define the roles and expectations for the County and CAL FIRE.

I. Background

In collaboration with corporate entities and public agencies, the Scripps Institute of Oceanography (hereinafter "Scripps") established fire camera networks throughout the State of California and has recently extended this network to Mendocino County. Through an MOU between the County and the Scripps dated 12/20/2018 Scripps provided the County with fire cameras, related installation equipment, and has agreed to install, maintain and update all software necessary for the full function of the provided cameras.

The intent of these cameras is to serve as a situational awareness tool to better identify the location of fires once they have been reported to public safety officials. These cameras are not intended to provide early detection of fires nor are they intended to be monitored regularly by public safety officials. Instead they are be used, when time and circumstances permit, to gather situational awareness information, including but not limited to, location of a potential fire and scale of a potential fire in order to better inform public safety officials.

First responders would have priority in the use and manipulation of the cameras. The camera footage would be broadcast publicly online, and any recordings made would be saved and maintained by Scripps.

II. Roles and Responsibilities

The County and CAL FIRE each agree to be direct and proactive with each other in raising any concerns relating to this MOU. The expectations of both Parties, individually, and mutually, are as specified below:

A. The County agrees to under its agreement with Scripps:

1. Provide and maintain fire cameras to be used as a situational awareness tool.

2. Provide CAL FIRE access to the fire camera network so CAL FIRE is able to manipulate the cameras (i.e., liveview), in order to gain situational awareness.
3. Maintain access to the fire camera system and manipulate the cameras during non-fire situations or at the request of CAL FIRE to gain situational awareness.
4. Regarding maintenance, the County Disaster Recovery Division will be responsible for maintaining the cameras once they have been deployed and installed on the designated towers throughout the County, other than software updates.

B. CAL FIRE agrees to:

1. Ensure access to the fire camera network from the Mendocino Unit Emergency Command Center (hereinafter "ECC") and regularly test access to system to ensure functionality.
2. Act as the primary operator of the fire camera network during fire incidents and manipulate the cameras, as time and circumstances permit, in order to gain situational awareness.
3. Notify the Mendocino County Sheriff Dispatch Center if connectivity to the fire camera network is lost and request the County Sheriff Dispatch Center to act as operator of the fire camera network and manipulate the cameras, as time and circumstances permit, in order to gain situational awareness.

C. Both Parties mutually agree to:

1. Ensure that staff are trained in the operation and manipulation of the fire camera network and have access to the network.
2. Notify and communicate in the event that access to the fire camera network is lost.
3. Work in a collaborative and cohesive manner to support each other in carrying out the goals and terms of this MOU.
4. Comply with any responsibilities or obligations mutually assigned to the Parties as described in Section IV.

III. Term of Agreement

This MOU and shall remain in effect until mutually agreed upon in writing by the Parties. Any Party may terminate this MOU without cause by providing thirty (30) days' advance written notice to the other Party.


IV. Miscellaneous Terms and Conditions

A. Indemnification

CAL FIRE agrees to defend, indemnify and hold County harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CAL FIRE, its officers, agents or employees.

County agrees to defend, indemnify and hold harmless CAL FIRE from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees.

Acknowledged and agreed:


Brett Pinson
Mendocino Unit Chief
California Department of Forestry
and Fire Protection

9/24/19
Date

For County:


Mendocino County

NOV 14 2019
Date

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

GRANT No.: _____

COUNTY OF MENDOCINO

By: _____

CARRE BROWN, Chair
BOARD OF SUPERVISORS

DATE _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this document
has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

By signing above, signatory warrants and represents that
he/she executed this Agreement in his/her authorized
capacity and that by his/her signature on this Agreement,
he/she or the entity upon behalf of which he/she acted,
executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT
County Counsel

By: _____

Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____

Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____

Deputy CEO

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____

CARMEL J. ANGELO, Chief Executive Officer