

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF
THE COUNTY OF MONTEREY DEPARTMENT OF EMERGENCY MANAGEMENT,
AND
NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUNTY**

1. PARTIES

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into by and between the County of Monterey, for the provision of services for its Department of Emergency Management (hereinafter, "County"), and North County Fire Protection District of Monterey County (hereinafter, "NCFPD"), with County and NCFPD collectively referred to as "Parties."

All notices pursuant to this MOU shall be addressed as set forth below or as either party may hereafter designate by written notice.

FOR COUNTY:	FOR NCFPD:
Kelsey Scanlon Director of Emergency Management scanlonk@countyofmonterey.gov (831) 796-1902	Joel Mendoza Fire Chief Joel.Mendoza@ncfpd.org 831-633-2578 Ext. 100

2. TERM

This MOU is at-will and may be modified by the mutual consent of the Parties. This MOU shall become effective upon signature by the Parties and shall remain in effect until modified or terminated by mutual consent of the Parties. In the absence of mutual agreement by the Parties, this MOU shall remain in full force and effect through and including disposition of all awarded equipment.

3. TERMINATION

This MOU shall be revocable by either of the Parties via provision of written notice to the other party at least thirty (30) calendar days prior to the desired revocation date.

4. PURPOSE

An atmospheric river brought heavy rain across Monterey County leading to a breach of the Pajaro Levee on March 10, 2023. California Assembly Bill 102 (AB 102) allocated \$20,000,000 to the County of Monterey to support flood relief in the community of Pajaro. Funding shall not be in duplication or replacement of benefits available or received through other existing assistance programs. AB 102 funding distributed to the County of Monterey is administered through the California Governor's Office of Emergency Services (Cal OES) 2023 Winter Storms Flood Relief Program Grant.

The County's primary goal is to increase the ability of the whole community to prepare for, respond to, and recover from emergencies and natural disasters. In support of this, the County has allocated \$500,000 to increase the flood fighting capability of NCFPD. NCFPD is the local fire protection district for the community of Pajaro.

5. UNDERSTANDING OF THE PARTIES

5.1 With this funding the County will work with North County Fire Protection District (NCFPD) to identify and procure equipment and training which increases the ability of NCFPD to respond to flood threats and hazards within their Area of Responsibility, including but not limited to the unincorporated township of Pajaro, this may include the following items:

- High-water rescue vehicle, including mobile radio communications & emergency lighting
- Flood rescue boat and trailer
- Tractor for Sandbag Operations and a trailer for tractor transportation
- Command trailer upgrades, such as a generator, fuel pump kit, remote harness, exhaust tube, and remote start panel
- Flood safety equipment, including rescue drysuits, personal flotation devices (PFD), water rescue helmets, and other personal protective equipment for swift water rescue
- Swiftwater Rescue Training
- Other applicable flood safety equipment and/or training

5.2 NCFPD certifies the equipment will be deployed in response to flood events in the Community of Pajaro and will be used in support of the Community of Pajaro whenever applicable.

5.3 Governing Guidance

This award is subject to all federal, state, and County grant requirements, guidelines, information bulletins, instructions, terms, and conditions. NCFPD shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, grant memos, instructions, terms, and conditions related to this award including California Assembly Bill 102 (AB 102), the California Governor's Office of Emergency Services (Cal OES) 2023 Winter Storms Flood Relief (WS) Program Grant requirements, the Cal OES 2024 Subrecipient Handbook (SRH), and applicable federal, state, and local policies and law.

NCFPD certifies that NCFPD is responsible for reviewing SRH and adhering to all of the requirements set forth therein, including, but not limited to, the following areas:

- a) Proof of Authority – SRH 1.055: NCFPD certifies they have authority to enter into an agreement with County.
- b) Civil Rights Compliance – SRH 2.020: NCFPD acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. NCFPD certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.
- c) Lobbying – SRH Sections 2.040 and 4.105: NCFPD and any of its contractors/ subcontractors certify they will not use funds under this Agreement for any lobbying activities and will comply with all requirements of these sections of the SRH.

- d) Equal Employment Opportunity – SRH 2.025: NCFPD certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.
- e) Drug-Free Workplace Act of 1990 – SRH 2.030: NCFPD certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.
- f) California Environmental Quality Act (CEQA) – SRH 2.035: NCFPD certifies that, if the activities of the grant subaward meet the definition of a “project” pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.
- g) Debarment and Suspension - SRH 2.045 NCFPD certifies they are not debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

5.4 Grant Funds

All grant funds subject to this MOU shall be expended by the County on behalf of the NCFPD. NCFPD acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber, or expend any grant funds, NCFPD shall assume all financial obligation for such spending and shall not be entitled to reimbursement from the County. The County’s obligations under this award shall not at any time exceed the amount approved in the grant award, unless otherwise directed by the County of Monterey Board of Supervisors.

5.5 Modifications

NCFPD is not entitled to use grant funds for any purpose that deviates from the awarded project. If a project modification is necessary, NCFPD may submit a written request to the County to modify the project. If the modification requires approval from Cal-OES, NCFPD shall collaborate with County in acquiring necessary documentation, material, etc. to support said modification. If a modification request is approved, the County shall communicate said approval to NCFPD in writing.

5.6 Duplication of Benefits

NCFPD certifies that the awarded project does not duplicate or replace funds that have been received through other existing programs. The awarded project shall be solely used to supplement existing funds. NCFPD may be required to provide documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting shall result in the disallowance of the awarded project and repayment of the awarded funds where applicable. Acceptance of this funding may disqualify NCFPD from receiving other state and federal funding that they may otherwise have qualified for.

5.7 Collaboration

NCFPD shall collaborate with County throughout the grant period of performance. This may include, but not be limited to, acquiring necessary quotes, drafting scopes of work, Request for Proposal (RFP) or Request for Quotation (RFQ) creation, preapproval documentation, and obtaining and furnishing requisite information, material, and records. NCFPD must make a good faith effort to collaborate with County in a timely manner consistent with grant milestones, guidance, and

assurances. Should NCFPD deny County requests and/or refuse to engage in a timely manner, said NCFPD shall forfeit all rights to the award.

5.8 Monitoring

NCFPD shall cooperate in good faith with County in any evaluation, inspection, auditing, or monitoring activities conducted or authorized by Cal-OES, and/or County.

5.9 Misrepresentation

Any falsified or misleading statement, representation, certification, or documentation submitted to County by NCFPD shall result in the immediate termination of the award and/or repayment of awarded funds to County.

5.10 Violation

Violation of the policies and procedures contained herein may result in the withholding of a grant award, suspension from grant eligibility, termination of grant eligibility, and/or immediate repayment of awarded funds from NCFPD to County.

6. EQUIPMENT

6.1 Ownership

NCFPD acknowledges and agrees that ownership of equipment purchased with grant funds rests with NCFPD. The equipment provided shall be used for the benefit of the community of Pajaro. Equipment shall be given to NCFPD with assurances that NCFPD will properly and legally use, store, and maintain said equipment, as well as request disposition instructions from County when said equipment is no longer needed and/or has reached end of life, consistent with grant guidelines and requirements.

DEM may cover costs of the initial registration of equipment through the Department of Motor Vehicles; NCFPD is responsible for maintaining insurance and registration for any applicable equipment. NCFPD certifies that no expenses will be charged against the grant for the operation of the equipment purchased by the grant. NCFPD certifies that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of NCFPD and are not allowable under this grant award.

6.2 Resource Management

NCFPD must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. NCFPD must have an effective inventory management system that includes location of equipment, intended use of equipment, condition of equipment, title information (where applicable), insurance and registration information (where applicable), certifications (where applicable), licenses (where applicable), and disposition information. NCFPD must have a control system to prevent loss, damage, and theft of grant purchased equipment and supplies.

6.3 Equipment Use

Equipment must be in a readily deployable condition at all times unless otherwise regularly serviced or repaired. Equipment must be used in NCRFD's Area of Responsibility whenever applicable. Equipment can be deployed within the Monterey County Operational Area, the State of California, and the United States through automatic assistance and mutual aid agreements.

6.4 Physical Inventory

NCFPD must conduct a regular physical inventory of awarded equipment at least every two years. NCFPD must comply and cooperate with County inventory inspections of awarded equipment at least every two years, if required.

6.5 Maintenance

NCFPD must have adequate maintenance procedures to keep the awarded equipment in good condition. NCFPD must regularly inspect, service and maintain the awarded equipment and keep in good working condition. NCFPD shall establish and maintain accurate maintenance records related to the awarded equipment. Maintenance records must be retained by the NCFPD for the life of the equipment and must be provided to County upon request.

NCFPD staff must receive and maintain appropriate safety training and certification to operate the awarded equipment.

6.6 Disposition

When original or replacement equipment acquired under the grant is no longer needed and/or has reached end of life, NCFPD must contact County to request disposition instructions. Disposition of equipment is pursuant to the Code of Federal Regulations.

7. TRAINING

NCFPD agrees that within fourteen (14) calendar days of training completion, NCFPD shall supply County with, at minimum, the following documentation associated with said training:

- 1) Agenda/Schedule
- 2) Attendance/Sign-In Sheet
- 3) Certificates/Proof of Participation
- 4) Timesheets

It is highly advised that NCFPD ensure the above documentation will be available to the County upon training completion prior to initiating any training activities. Should NCFPD be unable to provide the above documentation within 14 calendar days of training completion, NCFPD shall assume all financial obligation for the training and reimburse County all expended costs within 30 calendar days.

8. INSURANCE REQUIREMENTS

NCFPD shall maintain sufficient insurance or self-insurance to cover potential liabilities caused or arising out of the work provided under this Agreement, with limits no less than \$1,000,000 in general liability, and \$1,000,000 in auto liability. Evidence of such insurance or self-insurance shall be provided to the County if requested.

9. AMENDMENTS

This MOU is the sole and only agreement between the Parties regarding the subject matter herein. Upon execution of this MOU, other agreements, either oral or written, are void. Any changes to this MOU shall be in writing and shall be properly executed by the Parties.

10. INDEMNIFICATION

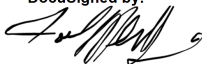
NCFPD shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, liabilities, losses, whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with NCFPD's performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "NCFPD's performance" includes NCFPD's action or inaction and the action or inaction of NCFPD's officers, employees, agents and subcontractors.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

NORTH COUNTY FIRE PROTECTION DISTRICT
OF MONTEREY COUNTY

Kelsey A. Scanlon
Director of Emergency Management

DocuSigned by:

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Joel Mendoza
Fire Chief

4/17/2025

Date

Date

Approved as to form
Office of County Counsel

DocuSigned by:

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Aerin Murphy
County Counsel

4/17/2025

Date