



MARIPOSA COUNTY

Health • (209) 966-3689



RESOLUTION - ACTION REQUESTED 2018-363

MEETING: July 24, 2018
TO: The Board of Supervisors
FROM: Eric Sergienko, Health Officer
RE: Rescind MOU and Approve a New Agreement with Kern County Public Health

RECOMMENDATION AND JUSTIFICATION:

Rescind the Memorandum of Understanding (MOU) Between Kern County Public Health Services Department and Mariposa County Health Department for the Use of a Kern County Issued Satellite Phone Approved by Resolution Number 18-249; Approve a New Memorandum of Understanding (MOU) Between Kern County Public Health Services Department and Mariposa County Health Department for the Use of a Kern County Issued Satellite Phone; and Authorize the Health Officer to Sign the MOU.

On May 16, 2018 the Health Department received a PDF version of the MOU Between Kern County Public Health Services Department and Mariposa County Health Department for the Use of a Kern County Issued Satellite Phone and was brought to the Board on June 12, 2018, however this MOU was just a draft. On June 20, 2018, the Health Department received two original MOU signed by Kern County Public Health Director and by the Office of County Counsel Kern County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 12, 2018 the Board of Supervisors approved the MOU with Kern County with Resolution # 2018-249.

The Kern County Public Health Services Department manages the Regional Disaster Medical Health Services (RDMHS) program on behalf of the fifth region of the State of California and receives a grant to fund the costs of this support. Public Health has determined a need for each of the jurisdictions within the fifth region be equipped with a satellite phone for use in communication should there not be another form of communication available in a disaster. Public Health will use funding received for the RDMHS program to purchase a satellite phone for each jurisdiction within the fifth region of the State of California.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action would result in the County forfeiting the opportunity to utilize a satellite

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phone for emergency purposes.

FINANCIAL IMPACT:

No impact as the MOU does not require allocation of any County funds.

ATTACHMENTS:

MOU with Kern County Public Health for Use of Kern County Issued Satellite Phone with Board Resolution 2018-249 (PDF)

New Memorandum of Understanding with Kern County Public Health for use of Satellite phone (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE KERN COUNTY PUBLIC HEALTH SERVICES DEPARTMENT AND MARIPOSA COUNTY
HEALTH DEPARTMENT
FOR USE OF A KERN COUNTY ISSUED SATELLITE PHONE**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on 14 May 2018, by and between the KERN COUNTY PUBLIC HEALTH SERVICES DEPARTMENT ("Public Health"), and MARIPOSA COUNTY HEALTH DEPARTMENT, a governmental entity ("Contractor").

WITNESSETH:

WHEREAS:

(a) The Kern County Public Health Services Department manages the Regional Disaster Medical Health Services (RDMHS) program on behalf of the fifth region of the State of California and receives a grant to fund the costs of this support; and

(b) Public Health has determined a need for each of the jurisdictions within the fifth region be equipped with a satellite phone for use in communication should there not be another form of communication available in a disaster; and

(c) Public Health will use funding received for the RDMHS program to purchase a satellite phone for each jurisdiction within the fifth region of the State of California.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Term.** This MOU shall be deemed in force as of the date first above written and shall remain in effect until June 30, 2023, unless sooner terminated as provided for herein.
2. **Services to be Rendered.**
 - A. Contractor shall provide:
 - (1) Maintenance and storage of the satellite phone;
 - (2) An annual certification verifying the existence of the satellite phone; and
 - (3) A service plan for the satellite phone.
 - B. Public Health shall provide:
 - (1) A single satellite phone, which remains the property of the Kern County Public Health Services Department.
3. **Evaluation.** Services to be provided by Contractor shall be evaluated by Public Health on a continuing basis. Any deficiencies noted during evaluation shall be stated and placed in detailed written form, and a copy submitted to Contractor. Contractor shall respond in writing to the deficiencies statement within twenty (20) days from the date of receipt. A plan to remedy these deficiencies shall be implemented within sixty (60) days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the MOU by Public Health.
4. **Compliance with Law.** Contractor shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
5. **Counterparts.** This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
6. **Modifications of MOU.** This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.
7. **Nondiscrimination.** Neither Contractor, nor any officer, agent, employee, servant, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of

individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

8. **Notices**. All notices required or provided for in this MOU shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Public Health shall be addressed as follows:

KERN COUNTY DEPARTMENT OF PUBLIC HEALTH
Attn: Director of Public Health Services
Office of the Director, 3rd Floor
1800 Mount Vernon Avenue
Bakersfield, CA 93306-3302

Notice to Contractor shall be addressed as follows:

MARIPOSA COUNTY HEALTH DEPARTMENT,
Attn: Eric Sergienko, County Health Officer
5085 Bullion St
Mariposa, Ca. 95338

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this MOU by leaving such notice with the receptionist, or other person of like capacity employed in the Contractor's office, or the receptionist for Public Health.

9. **Ownership of Documents**. All reports, documents, and other items generated or gathered in the course of providing services to Public Health under this MOU are and shall remain the property of Public Health, and shall be returned to Public Health upon full completion of all services by Contractor or termination of this MOU, whichever first occurs.

10. **Representations**. Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this MOU:

A. Contractor has the expertise, support staff, and facilities necessary to provide the services described in this MOU; and

B. Contractor does not have any actual or potential interests adverse to Public Health nor does Contractor represent a person or firm with an interest adverse to Public Health with reference to the subject of this MOU; and

C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this MOU.

11. **Signature Authority**. Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

12. **Termination**. Public Health may at its election, without cause, terminate this MOU by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this MOU should the other party fail to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating the termination. In the event this MOU is terminated by either party, Contractor shall submit to Department all files, memoranda, documents, correspondence, and other items generated in the course of performing this MOU, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this MOU as provided herein, Public Health shall pay Contractor for all satisfactory

services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in section 3 herein.


13. **Indemnification**. Each Party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting there from) to any person, including the indemnifying party's employees, affiliates, or agents, occasioned by or in connection with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act or omission by the indemnifying party's or its affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified (including reasonable attorneys fees), from and after the time at which the party indemnified received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both parties' obligations under this Section do not extend to any liability caused by the sole negligence of the other party. This Section shall survive the termination or expiration of this Agreement.


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IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

KERN COUNTY
PUBLIC HEALTH SERVICES DEPARTMENT

MARIPOSA COUNTY
MARIPOSA COUNTY HEALTH DEPARTMENT

By 
Matthew Constantine, Director

By 
Eric Sergienko, Public Health Officer/MHOAC


"Public Health"

"Contractor"

Date 6/12/2018

Date 5/14/2018

APPROVED AS TO FORM


STEVEN W. DAHLEM
COUNTY COUNSEL

APPROVED AS TO FORM
Office of County Counsel
Kern County

By: 