

**MEMORANDUM OF UNDERSTANDING**

**FOR DISPATCH SERVICES BETWEEN THE SISKIYOU COUNTY SHERIFF'S OFFICE**

**AND THE LAKE SHASTINA POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING, (hereafter MOU) is made by and between the County of Siskiyou, Office of the Sheriff, a political subdivision of the State of California (hereafter called COUNTY) and the Lake Shastina Community Services District, having its principal place of business; 16309 Everhart Dr, Weed CA 96094 (hereafter called DISTRICT), wherein DISTRICT agrees to provide and COUNTY agrees to accept the services specified herein.

The COUNTY has requested DISTRICT, through the Office of the Sheriff, to provide dispatch services;

The DISTRICT agrees to provide COUNTY with the dispatch services described herein.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** The below listed persons have been designated as authorized representatives for this MOU:

COUNTY: UnderSheriff, James Randall - (530) 842-8300

Siskiyou County Sheriff's Office, 305 Butte Street, Yreka CA 96097

DISTRICT: William Bullington, Chief of Police (530) 938-4113

Lake Shastina Police Department, 16309 Everhart Dr, Weed CA 96094

2. **NOTICES.** Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Sheriff Jeremiah LaRue, 305 Butte St., Yreka CA 96097

To DISTRICT: William Bullington, Chief of Police (530) 938-4113

Lake Shastina Police Department, 16309 Everhart Dr, Weed CA 96094

or at such address or to such other person that the parties may designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **BILLINGS.** All invoices for services must be sent to:

Siskiyou County Sheriff's Office  
Attn: Amy Lynch  
305 Butte St, Yreka CA 96097

**3. SCOPE OF SERVICES.** DISTRICT agrees to provide dispatch services to COUNTY in accordance and/or as specified in “**Exhibit A**” and “**Exhibit A-1**” attached hereto and incorporated herein by reference.

**4. TERM.**

**A. Basic Term.** The term of this MOU shall commence **January 3<sup>rd</sup>, 2023**, or upon the completion of all authorized signatures and continue until **June 30<sup>th</sup> 2024**, unless terminated by either DISTRICT or COUNTY.

**B. Extended Term.** The term of this MOU may be extended for successive periods if the legislative body of both parties determines to so extend the term and written notice of such renewal is given to the other party at least one (1) month prior to the expiration. Extended terms shall be referred to as First Extended, Second Extended Term, et cetera.

**C. Appropriations Limitations:** DISTRICT and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

**5. STANDARD OF PERFORMANCE.** DISTRICT represents that it has the skills and expertise necessary to perform the law enforcement services required under this MOU and that all persons employed in the performance of such services for the COUNTY shall be DISTRICT employees. Other than the compensation hereinabove provided for, COUNTY shall not be called upon to assume any liability for the direct payment of salaries, wages, or other compensation to any DISTRICT personnel performing services hereunder for COUNTY.

**6. INDEMNIFICATION AND INSURANCE.** DISTRICT and COUNTY agree to defend, indemnify and save harmless the other party and to procure and maintain insurance in accordance with the provisions of “**Exhibit C**,” attached hereto and incorporated herein by reference.

**7. OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this MOU. No transfer of ownership of equipment neither from COUNTY to the DISTRICT nor from DISTRICT to the COUNTY shall occur as a result of this MOU.

**8. INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this MOU that no employer/employee relationship is intended; the relationship of DISTRICT to COUNTY is that of an independent contractor and DISTRICT and COUNTY retain sole and independent liability for the actions of the employees of each.

**9. NON-DISCRIMINATION.** COUNTY hereby notifies DISTRICT that COUNTY’s policies prohibiting discrimination (2.1 et seq. Siskiyou County Personnel Policies) apply to this MOU and are incorporated herein by this reference with the same force and effect as if these policies were specifically set out herein and DISTRICT agrees to comply with these same/referred policies.

**10. NON-EXCLUSIVE AGREEMENT.** DISTRICT understands that this is not an exclusive agreement (MOU) and that COUNTY shall have the right to negotiate with and enter into MOU’s, Contracts, Agreement, etc. with other Siskiyou County cities and/or other agencies to provide the same or similar services.

**11. ASSIGNMENT.** COUNTY shall not assign any of its rights nor transfer any of its obligations under this MOU without the prior written consent of DISTRICT and any attempt to so assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination of this agreement.

**12. TERMINATION.**

A. **By COUNTY:** COUNTY may, by written notice to DISTRICT, terminate this MOU in whole or in part at any time, whether for the COUNTY's convenience or because of the failure of DISTRICT to fulfill the obligations as set forth herein.

1. For Convenience. COUNTY may terminate this MOU upon thirty (30) days written notice. Upon the date of termination, DISTRICT shall cease work and notify COUNTY as to the status of its performance as needed.

2. For Cause. Should DISTRICT default in the performance of this MOU or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this MOU by written notice which shall be effective upon receipt by DISTRICT.

B. **By DISTRICT:** DISTRICT, may, by written notice to COUNTY, terminate this agreement in whole or in part at any time, whether for DISTRICT's convenience or because of the failure of COUNTY to fulfill the obligations set forth herein.

1. For Convenience. DISTRICT may terminate this MOU upon thirty (30) days written notice. DISTRICT shall be entitled to payment for services rendered through the termination date, including any prorated amount of compensation due hereunder less payment, if any, previously made.

2. For Cause. Should DISTRICT fail to provide COUNTY all or any part of the services set forth in "Exhibit A" and "Exhibit A-1" COUNTY may, at COUNTY's option, terminate this agreement by written notice, which shall be in effective upon receipt by DISTRICT.

Notwithstanding any other payment provision of this MOU, COUNTY shall pay DISTRICT for services performed to the date of termination.

**13. SECTION HEADINGS.** The headings of several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

**14. SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**15. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the DISTRICT or the COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**16. TIME IS OF THE ESSENCE.** Time is of the essence in this MOU and each covenant and term is a condition herein.

**17. NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**18. ENTIRE AGREEMENT/MOU AND AMENDMENT.** In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives its future claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**19. SUCCESSOR AND ASSIGNS.** All representatives, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**20. COMPLIANCE WITH LAW.** DISTRICT and COUNTY shall, at the sole cost and expense of each entity, comply with all County, State, and Federal ordinances, regulations and/or statutes now in force or which may hereafter be in force with regard to the MOU. The judgment of any court of competent jurisdiction, or the admission of DISTRICT or COUNTY in any action or proceeding against either, whether either party thereto or not, that DISTRICT or COUNTY has violated any such ordinance, regulation and/or statute, shall be conclusive of the fact as between DISTRICT and COUNTY.

**21. CALIFORNIA LAW.** This MOU shall be governed by the laws of the State of California.

**22. EXECUTION OF COUNTERPARTS.** This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**23. AUTHORITY.** All parties to this MOU warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein state and on behalf of any entities, persons, or firms, represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by and state and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, DISTRICT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which DISTRICT is obligated, which breach would have a material effect hereon.

**24. PRECEDENCE.** In the event of conflict between the provisions contained in the numbered section of this MOU and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this MOU, and subsequent amendments, the most current MOU and/or Amendment shall prevail over the provisions, Exhibits, and/or prior Amendments.

**25. FEES.** The fees for furnishing services under this MOU shall be described in Exhibit B, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, for dispatch services between the Lake Shastina Police Department and the County of Siskiyou, Office of the Sheriff, after fully executed by the appropriate DISTRICT, then COUNTY officials.

COUNTY OF SISKIYOU

LAKE SHASTINA COMMUNITY SERVICES

DISTRICT Signed by:

By: \_\_\_\_\_  
Brandon A. Criss, Chair, Board of Supervisor

By: William Bullington  
3B8757CA1A3842E...  
William Bullington, Chief of Police

Date: \_\_\_\_\_

Date: 12/19/2022

ATTEST:

Laura Bynum, Siskiyou County Clerk  
County Clerk

By \_\_\_\_\_  
Deputy

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

OFFICE OF COUNTY COUNSEL

LAKE SHASTINA ATTORNEY

\_\_\_\_\_  
Edward Kiernan, County Counsel

Margaret Long  
CD4F9067BAE941B...  
Margaret Long, District Counsel

APPROVED AS TO ACCOUNTING:

FUND **1002** ORG **202010** ACCT **723000**

FY 22/23 \$.01, FY 23/24 \$.01

By: \_\_\_\_\_

Diane Olson, Auditor Controller

APPROVED AS TO INSURANCE REQUIREMENTS:

By: \_\_\_\_\_

Melissa Cummins, Risk Management

## Exhibit “A” – Scope of Services

### 1. Delivery of Services.

The COUNTY, through the Office of the Sheriff, shall request Dispatch Services from Lake Shastina Police Department according to the terms and conditions set forth herein. It is the mission of the Sheriff’s Office to provide a high level of professional excellence; answer to calls for service promptly; protect lives and property to the best of its ability; initiate and maintain crime prevention programs and apprehend criminal offenders.

### 2. General Law Enforcement Services

A. General Services. The DISTRICT agrees to provide dispatch services for COUNTY, as specified herein, which includes: answering and directing calls in a timely and appropriate manner, administrative functions such as filing paperwork or generating paperwork, and any other necessary services in the field of public safety.

1. Equipment and Materials. COUNTY shall furnish and supply all necessary supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of DISTRICT, the same shall be supplied by DISTRICT at DISTRICT’S cost and expense. Beyond equipment needs, the following items will be supplied to external dispatchers prior to their start date:
  - a. LEAWEB Login
  - b. Siskiyou County Sheriff’s Office email account

#### B. Level of Service.

1. COUNTY Requests. In consultation with the DISTRICT, the COUNTY may request shift coverage and the DISTRICT may or may not accept the request based on various affecting factors.
2. Cost Computation. COUNTY will reimburse DISTRICT for actual hours spent on dispatch services only, at the rate provided by DISTRICT in Exhibit B 1 (C). Any disputes regarding the computation of costs under this Section shall be resolved by mutual agreement by both parties. The COUNTY shall receive timely notice of any anticipated increases to the hourly rate declared by DISTRICT as to provide time for additional budget allocations.

### 3. Personnel Management.

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff’s Office personnel employed by COUNTY shall remain under the

appropriate chain-of-command within the department. The Sheriff has the ultimate authority on the assignments of Sheriff's Office personnel. DISTRICT will be notified by the Sheriff, or his/her designee, if action is needed on behalf of an external dispatcher provided within this MOU.

All DISTRICT personnel assigned to COUNTY for the purpose of this MOU, must pass fingerprinting via Live Scan prior to accepting shifts for COUNTY. COUNTY will assume any costs related if performed at the Siskiyou County Sheriff's Office by appointment.

- B. Exclusive Authority. Subject to the terms of this MOU, the Sheriff shall retain exclusive authority over the activities of his/her personnel and department. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery shall be as determined by the Sheriff. Nothing herein shall be deemed to limit the Sheriff's authority to move, transfer and/or discipline Sheriff's Office personnel as the Sheriff's discretion deems appropriate.
- C. DISTRICT Recommendations/Input. DISTRICT may provide input and recommendations on the assignment of DISTRICT provided personnel performed under this MOU, and such recommendations shall be considered in good faith by the Sheriff in determining the appropriate course of action, if any.

DISTRICT may provide input based on general citizen concerns, setting performance measures, and identify goals and objectives through direct communication based on open and honest dialogue between DISTRICT and COUNTY as needed.

- D. Employee Pay Issues. COUNTY shall not be liable for Workers' Compensation claims or indemnity to any DISTRICT employee for injury or sickness arising out of his or her participation with this MOU. No person employed by DISTRICT hereunder shall have any rights to pension, civil service, or other status or right from COUNTY by virtue of this MOU.
- E. Orientation/Training. Personnel assigned to COUNTY pursuant to the terms of the MOU shall receive appropriate orientation on procedures, special characteristics, and needs of COUNTY. Programs and portals in need of independent operation:
- a. EIS Public Safety
  - b. VESTA phone system

**4. Enforcement of State and Municipal Laws.**

The Sheriff's Office shall enforce the statutes of the State of California and the municipal polices and ordinances. The enforcement of such municipal police ordinances shall be in connection with the performance of the Sheriff Office's law enforcement functions.

**5. Mutual Cooperation.**

To facilitate the delivery of services under this MOU, COUNTY shall continue to have full cooperation and assistance from DISTRICT, its officers, agents and employees and the DISTRICT shall have full cooperation and assistance from COUNTY, its officers, agents and employees.

**6. Maintenance of Records**

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles. Each COUNTY, and provided DISTRICT employee performing services for COUNTY, shall keep accurate records while performing all job functions. DISTRICT understands and accepts that various records may be destroyed after specific time periods have passed and thus may be unavailable.



## Exhibit “B” – Payment Methodology

*The purpose of Exhibit B is to address contract fiscal issues.*

### 1. **General Compensation**

A. **Reimbursable Expenses.** Subject to the terms of this MOU, COUNTY shall pay to DISTRICT the cost incurred by DISTRICT in providing the service contacted for or otherwise authorized under the terms of this MOU, including:

1. Applicable salaries and benefits of all DISTRICT employees engaged therein for positions defined in Exhibit “A-1: Staffing Plan.

B. **DISTRICT Obligations.** COUNTY will not be billed for DISTRICT-wide overhead until or unless authorized applicable provisions of the then-current Government Code. DISTRICT shall not charge COUNTY for any service or function performed by the DISTRICT attributed to services to be made available to the COUNTY.

C. **Initial Compensation.** The initial compensation to be paid by the COUNTY to the DISTRICT for dispatch services under this MOU for the term detailed in Paragraph 4 (MOU) and calculated as described herein, paragraph 2, following this paragraph, is:

Amounts: \$44.44/straight time hour, \$55.89/overtime hour

### 2. **Annual Recomputation of Compensation**

A. **Re-computation of Dispatch Services.** Except as otherwise specified hereafter, the total amount charged for dispatch services as defined in Exhibit B-1 (C) is agreed upon by both parties.

B. **Material Changes to Service Level.** The COUNTY acknowledges requests made for shift coverage by DISTRICT are subject to approval by DISTRICT under the terms of this MOU.

C. **Changes to Cost of Services.** In the event the DISTRICT has a direct increase to the cost of services, with the DISTRICT acknowledging that the costs of such services may impact the total, negotiated amount for the relevant fiscal year. COUNTY shall review said annual request within thirty (30) days of COUNTY’S receipt thereof and acknowledge acceptance or rejection by letter to the DISTRICT’S Designated Representative.

D. **Payment Process.** DISTRICT will send monthly invoices to COUNTY for full payment within 30 days after COUNTY’S receipt of said invoice. COUNTY’S payment shall be made by check. A check shall be made payable to the contact

and address listed on Page 1 of the MOU, unless otherwise directed in writing by DISTRICT. If such payment is not delivered to the DISTRICT'S office within thirty days of the respective due date, please contact the Sheriff's Office fiscal department:

- i. Amy Lynch (530) 842-8386

3. **Supplemental Services**

1. Natural Disasters – Federal/State Relief: If in the event of a natural disaster, and such event qualifies for federal or state relief under emergency declaration provisions, COUNTY will apply for compensation for services associated with the event. Should DISTRICT file for relief on behalf of COUNTY, DISTRICT agrees to compensate COUNTY for the cost of services per this MOU.

A. Billing Rate / Maximum:

**RATE FOR M. SADLER: \$44.44 straight time, \$55.89 for overtime**

B. Cost Tracking & Invoicing. Costs related to paying for dispatch services will be tracked by the COUNTY.

## Exhibit “C” – Special Indemnification & Insurance Provisions

*The purpose of Exhibit C is to address liability & Insurance issues.*

### 1. Indemnification

A. Indemnification by DISTRICT: DISTRICT shall indemnify, defend and hold COUNTY and COUNTY’s agents, officers, and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney’s fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal, ordinance or constitutional provisions, including those circumstances where COUNTY enforces municipal ordinances that are deemed or declared unconstitutional by a court of competent jurisdiction, or other cause which arises out, relates to or results from the “activities, or omissions, negligent or otherwise, under this MOU of DISTRICT, and DISTRICT’S officers, agents, and employees.

B. Indemnification by County. Except as is provided in Paragraph 1(A) above, COUNTY shall indemnify, defend and hold DISTRICT, and DISTRICT’S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney’s fees, for any personal injury, bodily injury, loss of life or damage to property, violation of an federal, state or municipal law, ordinance or constitutional provision, or other cause which arises under this MOU of COUNTY, and COUNTY’S officer, agents and employees.

C. No Agency. Except as otherwise specified herein, for the purpose of this section, DISTRICT shall not be deemed to be COUNTY’S agent and COUNTY shall not be deemed to be DISTRICT’S agent.

D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered by the terms hereof.

E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless DISTRICT, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU. To the extent that DISTRICT has agreed to indemnity, defend and hold harmless COUNTY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.

F. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. **Insurance**

- A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees will be covered by COUNTY'S self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' compensation policy at any time during the term of this MOU.
- B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. DISTRICT shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000.00), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of DISTRICT. The parties shall maintain such insurance coverage in full force and effect during the term of this MOU.
- C. Proof of Insurance. Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except changed at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this MOU.