

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF TEHAMA, THROUGH THE
TEHAMA COUNTY SHERIFF'S OFFICE

THE COUNTY OF TRINITY, THROUGH THE TRINITY
COUNTY SHERIFF'S OFFICE

THE COUNTY OF SISKIYOU, THROUGH THE SISKIYOU
COUNTY SHERIFF'S OFFICE

AND

THE COUNTY OF SHASTA, THROUGH THE SHASTA
COUNTY SHERIFF'S OFFICE

FOR THE PURCHASE OF ONE EXPLOSIVE ORDINANCE
DISPOSAL ROBOT AND FOR THE PROVISION OF BOMB
UNIT MUTUAL AID

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the County of Shasta, a political subdivision of the State of California, through its Sheriff’s Office; the County of Tehama, a political subdivision of the State of California, through its Sheriff’s Office; the County of Trinity, a political subdivision of the State of California, through its Sheriff’s Office, and the County of Siskiyou, a political subdivision of the State of California, through its Sheriff’s Office (collectively “Counties” and individually “County”) for the purpose of facilitating the safe and efficient response to incidents concerning explosive ordnance and the purchase of a CALIBER FLEX ROBOT. This MOU is entered into pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code (sections 6500 et seq.).

II. OBLIGATIONS OF THE COUNTIES

- A. In order to purchase a CALIBER FLEX ROBOT (“Robot”), each of the Counties shall contribute, from its Homeland Security Grant program funds, the following amounts: County of Shasta \$148,000.00; County of Tehama \$10,000.00; County of Trinity \$27,000.00; and County of Siskiyou \$15,000.00.
- B. The combined funds contributed by the Counties (i.e., the total of \$200,000) shall be used solely for the purchase of the Robot, a wireless encrypted operating system, accessories, and training to operate and provide maintenance for the Robot, all supplied by ICOR Technology. (Hereinafter, all references to the Robot shall be deemed to include a reference to the wireless encrypted operating system and accessories.) Purchase of the Robot and training shall be coordinated and arranged by the Shasta County Sheriff’s Office.
- C. Within 30 days after execution of this MOU by the Counties, each County shall issue a warrant for the amount of its respective contribution as set forth in Section II.A. of this MOU and the County of Tehama, the County of Trinity, and the County of Siskiyou shall forward their respective warrants or checks to the Shasta County Sheriff’s Office.
- D. Irrespective of the amounts each County contributes to the purchase of the Robot, title to the Robot shall be held with Shasta County. The Robot shall be delivered to and housed at the Shasta County Sheriff’s Office in Redding, California. All expenses related to housing and maintenance of the Robot shall be the obligation of the County of Shasta.
- E. In no event shall the County of Trinity, the County of Tehama, or the County of Siskiyou be obligated for any amount in excess of their respective contributions set forth in Section II.A of this MOU, or otherwise responsible for any costs, expenses, or charges related to the purchase, housing, and maintenance of the Robot.

III. MAINTENANCE OF THE SHASTA COUNTY BOMB UNIT

- A. During the term of this MOU, the County of Shasta shall maintain, within the Shasta County Sheriff's Office, a "Bomb Unit" consisting of one Commander and two Explosive Ordnance Disposal ("EOD") Technicians. The Bomb Unit shall be an accredited Bomb Squad and be certified by the U.S. Department of Justice Federal Bureau of Investigation.
- B. Subject to availability, the Bomb Unit shall respond to each of the Counties, on a mutual aid basis, to handle EOD incidents and to enforce the laws dealing with explosive devices. In responding pursuant to this provision, and subject to any other provisions of law and the terms and conditions of the State of California Master Mutual Aid Agreement, the Bomb Unit shall give priority to the County of Tehama, the County of Trinity, and the County of Siskiyou over requests for assistance from other counties, cities, and other public and private agencies.

IV. DUTIES OF THE BOMB UNIT

It is understood and agreed by the Counties that, when available and when responding as provided in Section III.B. of this MOU, the Bomb Unit's duties shall include:

- A. The examination and render safe of suspected and actual improvised explosive devices and commercial explosives.
- B. The identification and safe disposition of minor military ordnance. The Bomb Unit Commander, or designee, shall have sole and absolute discretion in determining what shall be deemed "minor military ordnance."
- C. The transportation, storage, and destruction of explosives, blasting caps, blasting agents, and other explosive material.
- D. Assistance with the examination and inspection of permitted explosive storage and use sites.
- E. Assistance with the collection of evidence at the scene of an EOD incident.
- F. Assistance with operations involving security and protection of dignitaries and V.I.P.s, .i.e. Political Figures, such as Governor, POTUS, VPOUS, spouses, members of the SCOTUS. Etc.
- G. The provision of explosives-related training classes for the Counties' law enforcement personnel.
- H. The preparation of required reports to various local, state, and federal agencies.

- I. The maintenance of liaison with local, state, federal, and military explosive ordnance disposal units.
- J. Assistance in hostage negotiations, with approval of the Bomb Unit Commander or designee.
- K. Assistance with potentially suicidal subjects, with approval of Bomb Unit Commander or designee.
- L. Assistance to the Shasta Cascade Regional Hazardous Materials Team (“SCHMRT”) with hazardous material incidents, with approval of the Bomb Unit Commander or designee.
- M. Maintenance of the necessary training and equipment to provide the above-listed duties.

V. MUTUAL AID ASSISTANCE UNDER THE STATE OF CALIFORNIA MASTER MUTUAL AID AGREEMENT

The Counties understand and agree that responses and requests for the services of the Bomb Unit pursuant to this MOU shall follow the mutual aid guidelines prescribed by the State of California Master Mutual Aid Agreement.

VI. PERSONNEL

- A. Each County shall, with respect to its responsibilities and obligations under this MOU, be solely responsible for the salary, workers’ compensation coverage, benefits, maintenance, and upkeep of its own personnel, vehicles, and equipment. No County shall be required to reimburse any other County for the costs of personnel, resources, administration, training, Bomb Unit response, or mutual aid pursuant to this MOU.
- B. Each County is, and shall be at all times, deemed independent of the other Counties and shall be wholly responsible for the acts of its employees, associates, agents, and contractors, if any, in connection with all activities hereunder. The relationship between the Counties is that of independent contractors, and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow any County to exercise discretion or control over any other County.

VII. EQUIPMENT

The following equipment shall be part of the Bomb Unit and shall be owned by the County of Shasta and stored and maintained by the Shasta County Sheriff’s Office. The equipment shall include, at a minimum:

- A. One emergency vehicle to carry equipment.
- B. One bomb disposal transport trailer.
- C. One portable bomb disposal x-ray system.
- D. One full coverage bomb suit with communications.
- E. One pan disruptor.
- F. One demolition kit.
- G. Hand tools, including, but not limited to, wire cutters and shovels, and such other hand tools as determined by the Shasta County Sheriff's Office, in its sole discretion, to be necessary for the Bomb Unit to fulfill its mission.
- H. The Robot.

VIII. INDEMNIFICATION

- A. In lieu of, and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Counties pursuant to section 895.6 of the Government Code, the Counties agree that all losses or liabilities incurred by a County shall not be shared pro rata but instead the Counties agree that pursuant to section 895.4 of the Government Code, each of the Counties shall indemnify each of the other Counties in accordance with the terms and conditions of this MOU.
- B. Each of Counties shall indemnify each of the other Counties, and each County's elected officials, officers, employees, agents, and volunteers against any and all claims, suits, actions, costs, expenses (including reasonable attorney fees and reasonable attorney fees of a County's County Counsel), damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property being damaged, arising out of (in whole or in part) this MOU and/or the performance thereof, but only in proportion to and to the extent such injury, including death or property being damaged, are caused by or result from the negligent or intentional acts or omissions of the indemnifying County, its elected officials, officers, employees, agents, and volunteers. However, and notwithstanding the foregoing, should the liability of a County or Counties (a "Not-at-Fault County/Counties") be based: (1) solely and exclusively upon the joint ownership of the Robot and not based, in whole or in part, upon the negligent or intentional acts of a Not-at-Fault County/Counties and/or any of the elected officials, officers, employees, agents, and volunteers of a Not-at-Fault County/Counties; or (2) result solely and exclusively from the negligent or intentional acts of omissions of a County and/or Counties other than a Not-at-Fault County/Counties (an "At-Fault County/Counties"), and/or the elected officials, officers, employees, agents, and volunteers of an At-Fault

County/Countries, then the Not-at-Fault County/Countries shall be indemnified by the At-Fault County/Countries against any and all claims, suits, actions, costs, expenses (including reasonable attorney fees and reasonable attorney fees of a County's County Counsel), damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death or property being damaged, arising out of (in whole or in part) this MOU and/or the performance thereof by the At-Fault County/Countries, in proportion to and to the extent injury, including death or property damaged, were caused by or resulted from the negligent or intentional acts or omission of the At-Fault County/Countries and/or the elected officials, officers, employees, agents, and volunteers of the At-Fault County/Countries. This provision shall survive the expiration or termination of this MOU.

- C. If litigation is initiated against any or all of the Counties and said litigation arises out of (in whole or in part) this MOU or the performance thereof, and the litigation is defended successfully so that no County (and none of its elected officials, officers, employees, agents, and volunteers) is found liable, the Counties shall bear and assume their respective costs (including, but not limited to attorney fees and the fees of a County's County Counsel) of defending that litigation. However, and notwithstanding the foregoing, if: (1) litigation is initiated against any or all of the Counties; (2) said litigation arises out of (in whole or in part) this MOU or the performance thereof; (3) the alleged liability of a County or Counties (a "Not-at-Fault County/Countries") in said litigation is based solely and exclusively upon the joint ownership of the Robot and not based upon the negligent or intentional acts of a Not-at-Fault County/Countries and/or the negligent or intentional acts of the elected officials, officers, employees, agents, and volunteers of a Not-at-Fault County/Countries; and (4) said litigation is defended successfully so that no County (and none of its elected officials, officers, employees, agents, and volunteers) is found liable, then the other County or Counties ("At-Fault County/Countries") alleged to have been liable based on a cause or causes of action, other than solely and exclusively because of the joint ownership of the Robot, shall indemnify the Not-at-Fault County/Countries for all costs (including, but not limited to attorney fees and the fees of a County's County Counsel) of defending that litigation. If two Counties are At-Fault Counties, they shall divide the indemnifying amount payable to the Not-at-Fault County equally. This provision shall survive the expiration or termination of this MOU.

IX. INSURANCE

Each County shall secure and maintain in full force and effect during the full term of this MOU commercial general liability insurance, or participate in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$2 million combined single limit bodily injury and property damage. Insurance policies shall be written by carriers

reasonably satisfactory to each County. On request, a County shall provide to a requesting County a certificate evidencing the insurance requirements of this provision.

X. TERM AND TERMINATION

- A. This MOU shall become effective immediately upon execution by all the Counties and shall expire five years thereafter, unless terminated earlier as provided herein.
- B. If any County materially fails to perform its obligations or duties under this MOU, then any other County shall have the right to terminate its participation in this MOU for cause effective immediately upon giving written notice thereof to the other Counties. If notice of termination for cause is given by a County and it is later determined that there was no default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph C of this Section. A termination for cause by any County shall constitute a termination of this MOU in its entirety.
- C. Any County may terminate its participation in this MOU without cause on 30 days written notice to the other three Counties. The termination by any County of its participation in this MOU shall constitute a termination of this MOU in its entirety.
- D. Upon termination of this MOU, the Robot shall become the sole property of the County of Shasta and neither the County of Tehama, the County of Trinity, nor the County of Siskiyou shall be entitled to any compensation or other reimbursement therefor.
- E. Upon the expiration or termination of this MOU, the County of Shasta shall maintain, use, and dispose of the Robot in accordance with the requirements of the Fiscal Year 2024 Homeland Security Grant program. This provision shall survive the expiration or termination of this MOU.

XI. ENTIRE AGREEMENT; MODIFICATION; HEADINGS

This MOU constitutes the entire understanding of the Counties. No changes, amendments, modifications, or alterations shall be effective unless in writing and signed by each County. The headings that appear in this MOU are for reference purposes only and shall not affect the meaning or construction of this MOU.

XII. EXECUTION IN COUNTERPARTS OR ELECTRONIC SIGNATURE

This MOU 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 County 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. Counties further agree that the electronic signatures of the Counties included in this MOU 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 Counties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

XIII. NOTICES

Any notice required to be given pursuant to the terms and conditions of this MOU shall be in writing and shall be sent first-class mail to the following addresses:

If to the County of Tehama: Tehama County Sheriff
22840 Antelope Blvd.
Red Bluff, CA 96080
dsherrill@tehamaso.org

If to the County of Trinity: Trinity County Sheriff
101 Memorial Drive
Weaverville, CA 96093
tsaxon@trinitycounty.org

If to the County of Siskiyou: Siskiyou County Sheriff
305 Butte Street
Yreka, CA 96097
Jeremiah.LaRue@siskiyousheriff.org

If to the County of Shasta: Shasta County Sheriff
300 Park Marina Circle
Redding, CA 96001
mljohnson@shastacounty.gov

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the days and year set forth below. By their signatures below, each signatory represents that they have the authority to execute this MOU and to bind the County on whose behalf their execution is made.

COUNTY OF SHASTA

Dated: _____

By: _____

DAVID J. RICKERT
County Executive Officer

Approved as to form:
JOSEPH LARMOUR, County Counsel

RISK MANAGEMENT APPROVAL

By: _____
Autumn Sepulveda Deputy County Counsel III

By: _____
Dolyene Lane, Risk Manager

COUNTY OF TEHAMA /TEHAMA COUNTY SHERIFF’S OFFICE

Dated: _____

By: _____

Dave Kain -Sheriff

Approved as to form:
Daniel Klausner - County Counsel

By: _____
Daniel Klausner – County Counsel

COUNTY OF TRINITY /TRINITY COUNTY SHERIFF’S OFFICE

Dated: _____

By: _____

Tim Saxon -Sheriff

Approved as to form:
County Counsel

By: _____

COUNTY OF SISKIYOU / SISKIYOU COUNTY SHERIFF’S OFFICE

Dated: 2/11/2025
Signed by: _____

Nancy Ogren
852DA1B9F1C44B4...
Nancy Ogren, CHAIR
Siskiyou County Board of Supervisors

By: *Jeremiah LaRue*
D1A83549AC044DF...
Jeremiah LaRue -Sheriff-Coroner

Date: 2/18/2025

ATTEST: Laura Bynum, Clerk

By: *Wendy Winingham*
CEF1C63AD1A6444...
Deputy

ACCOUNTING: 1015-207020-752500-1068