



# LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

## Administration

Phone (530) 251-8013  
Fax (530) 251-2884

## Dispatch

Phone (530) 257-6121  
Fax (530) 257-9363

## Civil

Phone (530) 251-8014  
Fax (530) 251-2884

## Adult Detention Facility

Phone (530) 251-5245  
Fax (530) 251-5243

**Dean F. Growdon**  
Sheriff - Coroner

To: Lassen County Board of Supervisors

From: Captain Mike Carney

Date: November 2, 2023

Agenda Date: November 14<sup>th</sup>, 2023

### **Discussion:**

The Lassen County Sheriff's Office and Plumas County Sheriff's Office has been awarded a federal grant, in the amount of \$1,405,000, for the purpose of integrating the 911 Dispatch systems and enhancing the radio communication systems in Lassen and Plumas Counties. Lassen County submitted the grant application and is the primary recipient of the grant, while Plumas County is a sub-recipient.

This project, when completed, will integrate Lassen and Plumas County emergency communications networks, radio systems, dispatch radio consoles, along with Computer Aided Dispatch, Records Management and geographic information system (GIS) systems that will allow either dispatch center to have the full capabilities of the other.

Lassen and Plumas Counties have worked together in developing this project. Plumas County will perform/oversee all project activities in Plumas County, while Lassen County will perform/oversee project activities in Lassen County. Purchases within this project will cover a 4-year time span.

Lassen and Plumas Counties have created the attached MOU, as it relates to the Emergency Communications Integration Project. The MOU has been approved by both Lassen and Plumas County Counsel offices.

The Lassen County Sheriff's Office has worked with the Auditor's Office to create a new budget unit within the 185 Fund. Based on the new revenue, we are requesting \$433,000 to be appropriated for the first year for services and supplies. A detailed budget is attached.

### **Fiscal Impact:**

No General Fund Impact. Revenues and expenditures in 185-0547 in the amount of \$433,000 to be reimbursed by the grant.

### **Recommendations:**

1). That the Board of Supervisors approves the memorandum of understanding with Plumas County and authorizes the CAO to sign, 2). Ratify the creation of budget unit 185-0547 and 3). Approve the appropriation and expenditures in the amount of \$433,000 (4/5 vote required) and the offsetting revenues in the same amount.

# **MEMORANDUM OF UNDERSTANDING FOR LASSEN AND PLUMAS COUNTY EMERGENCY COMMUNICATIONS INTEGRATION PROJECT AND CONTINUED COOPERATION**

This memorandum of understanding ("MOU") is made and entered into by and between the parties, LASSEN COUNTY (Recipient), and PLUMAS COUNTY (Subrecipient),

## **I. Purpose**

Lassen and Plumas Counties, through the EMERGENCY COMMUNICATIONS INTEGRATION PROJECT desire to create a cooperative agreement to facilitate the planning, operation and maintenance of the Lassen/Plumas Emergency Communications Network (LPECN) in order to more effectively serve their separate communities with 911 service. Under this agreement, Lassen County will be the recipient and fiduciary agent for Plumas County, the subrecipient. By establishing this relationship and system, LCSO and PCSO can provide redundant, robust, and continual 911 services for Lassen and Plumas County residents.

Plumas County and Lassen County Sheriffs' Offices operate largely independent Public Safety Answering Points (PSAPs) and recognize a need to move toward an emergency call handling system capable of supporting multiple PSAPs. To this effect, there has been an acquisition of compatible 911 and non-emergency phone systems, a compatible radio console system and a fiber optic tie between the two 911 Dispatch Centers that allow for interoperability. Additionally, Lassen County transitioned to a new records management and computer aided dispatch (CAD) program in 2021, and Plumas County is currently in the process of moving to the same systems, allowing records and CAD compatibility. This project will permit the connection and integration of Plumas County and Lassen County emergency Communication Networks, as well as providing microwave links between the 911 Dispatch Centers, and improving the networks in each county. A common shared system will financially and operationally benefit the PSAPs.

Lassen County and Plumas County have jointly applied for Community Project Funding through Congressman Doug LaMalfa's Office which was awarded and will be managed through the Community Oriented Policing Services (COPS) Technology and Equipment fund through the Justice Department which funds a large amount of critical infrastructure necessary to make this collaboration happen. The totals of grant funds will be \$654, 020.00 earmarked for communication infrastructure improvements in Lassen County, and \$902,000.00 for communication infrastructure improvements for Plumas County as outlined in the grant application. An MOU approved by the Board of Supervisors in both counties is necessary in order receive those funds. Under this MOU, Lassen County would function as the fiduciary agent in order to receive and administer the funds and distribute them appropriately for the projects outlined in the grant application.

This MOU is intended to provide a strategic path forward towards complete integration of the LPECN as well as future cooperation between the Departments and Counties. The MOU summarizes the current intentions of the participating parties and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies and potential future technological advances and dispatching PSAPs.

## **II. Definitions**

- A. Hosted LPECN – the LPECN infrastructure of the 911 system operated for the benefit of the Agencies that are bound by the terms of this MOU.
- B. Common Equipment – Equipment that is required for the participating Agencies to have in order to receive and process calls on the multinode system. Common equipment includes but is not limited to: client workstation monitors, local central processing units, gateways, routers, switches and other peripherals located in the PSAPs that are necessary in order to receive grant funds.
- C. Data – the facts, detailed information, or other materials provided by each independent Agency.

## **III. Responsibilities of the Parties**

- A. Plumas County and Lassen County shall work cooperatively to:
  - 1. Conduct an ongoing assessment of the Plumas and Lassen County PSAP and interoperable communication needs.
  - 2. Develop procedures for the ongoing maintenance, operation, administration, and enhancement of the selected LPECN solution that maximizes shared 911 telephony communication equipment, communication console systems and CAD/Records Management Systems between the Agencies, while maintaining the confidentiality of privileged information shared through the system.
  - 3. The Agencies shall work in a variety of ways to facilitate sharing LPECN equipment in an effort to improve the 911 call handling and dispatching efforts of their respective agencies and Public Safety Answering Points (PSAP).
- B. Information Ownership and Release:
  - 1. Agencies shall retain control of and remain the official custodian of all information they respectively contribute to the LPECN system. Any data present in the hosted LPECN system is proprietary information of the Agency contributing that data.
  - 2. Data Access – access to Agency data will be provided utilizing a secure network maintained by the Agencies as necessary for the effective operation of the system. Agencies shall determine which data records are to be shared within the shared LPECN system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety while maintaining compliance with privacy, public records, and criminal history records laws.

3. Security Requirements – Agencies agree to maintain and enforce security requirements for the system. Each Agency is responsible for the internal agency security of its records and any technical support necessary to ensure security.

C. Funding Costs, Personnel, and Financial Considerations:

1. Fiduciary Agent - Lassen County is the recipient and Plumas County is the Subrecipient. Lassen County will be bound as the fiduciary agent in the administration and disbursement of funds as outlined in the proposal.
2. Each County shall be responsible for utilizing its own documented procurement procedures and complying with the Procurement Standards in the Uniform Guidance at 2 C.F.R. § 200.317 through § 200.327.
3. Plumas County, as the subrecipient, shall make available to Lassen County, as the recipient, all procurement related documentation, including, but not limited to, receipts, invoices, bid specifications, bid solicitations, bid awards and procurement policies. This documentation shall be submitted to Lassen County once annually and, at any time it is requested by Lassen County.
4. Plumas County shall maintain all supporting documentation related to Plumas County's grant fund expenditures and provide those documents upon request.
5. In the event any Plumas County federally funded purchases or projects are disallowed by federal grant administrator, and reimbursement is sought by the federal grant administrator from Lassen County as the responsible fiduciary, Plumas County shall, within 45 days, remit said amounts to Lassen County. Plumas County agrees to indemnify Lassen County in full for any payments made on behalf of Plumas County for purchases or projects which are disallowed or otherwise rejected.
6. Lassen County shall be solely responsible for any Lassen County federally funded purchases or projects that are disallowed or otherwise rejected by the federal grant administrator.
7. Costs – All proposed improvements in the grant application will be reimbursed by funds out of the grant. Other, unanticipated costs shall be allocated by agreement between the governing bodies of the Agencies. Agency employees working for the benefit of the LPECN system will remain employees of their own respective Agencies.
8. Upon termination or expiration of the grant funds (expected in October 2027), the agencies will identify and agree to a cost sharing plan for continued system operation.
9. If the governing bodies cannot agree on future cost sharing under this agreement, then this agreement shall be terminated as soon as is reasonably possible.

- D. Additional Agencies – Additional PSAP agencies may participate in this agreement upon approval of Lassen and Plumas Counties. An amendment to this MOU shall be signed by the existing parties and the additional PSAP agency.

#### **IV. General Provisions**

- A. Effective Date and Term of the MOU – the effective date of this MOU is the date on which the last participating governing body executes the MOU. The MOU shall remain in effect until terminated as provided herein.
- B. Independent Entities. The parties are independent entities and each party's employees, officers, and volunteers are not to be considered agents or employees of the other.
- C. Entire Agreement- This signed MOU [7 pages] represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- D. Amendments – This MOU shall be modified only by a written agreement, duly executed by all parties hereto.
- E. MOU Termination – This MOU may be terminated by mutual agreement of all Member Agencies. Any Member Agency may terminate its participation in the MOU with or without cause upon a 180-day prior written notice.
- F. Liability and Indemnification –Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- G. Insurance - Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, for its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency shall provide property insurance coverage for any equipment that it provides.
- H. Applicable, Law and Venue – The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of California. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the Lassen Superior Court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended, nor shall it be construed to waive the Parties' governmental immunity as provided in this MOU.
- I. Governmental Immunity – The parties do not waive their Governmental Immunity, as provided by any applicable law by entering into this MOU. Further, the parties each fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU. The parties, however, agree

to waive their respective immunities, solely for purpose of enforcing the terms and conditions of this MOU.

- J. Discrimination – All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, national origin, disability, sex, or sexual orientation.
- K. ADA Compliance – All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.
- L. Force Majeure – None of the parties shall be liable for failure to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- M. Notices – All notices required and permitted under this Agreement shall be deemed to have been given when deposited in the U.S. Mail, properly stamped, and addressed to the party at such party's address listed in Section I., herein and when delivered personally to such party.
- N. Third Parties – The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall insure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition intended nor shall it be construed to waive all of the parties immunities.
- O. Severability – If any term, provision or condition of this Agreement shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections and clauses shall not be affected.
- P. Limitation on Payment – The parties' obligations to perform under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for the purpose of carrying out this Agreement. Any party to this Agreement wishing to exercise their rights pursuant to this provision shall notify the other parties at the earliest possible

time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the party knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to any of the parties to this Agreement in the event this provision is exercised, and the party or parties shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

- Q. Environmental – Any proposed projects that must meet the requirements for a National Environmental Policy Act (NEPA) review shall be the sole responsibility of the County responsible for the completion of the project. Lassen County as the grant recipient shall determine, in consultation with the grant administrators, if supporting NEPA documentation or consultation will occur directly with Plumas County or Lassen County. If the grant administrator requires said NEPA review to go through Lassen County, Plumas County agrees to fully indemnify, defend and hold Lassen County harmless from any costs, losses, claims, demands, or expenses related to said review. If the federal grant administrator requires NEPA approval prior to any grant funding being issued to either County, each County agrees to obtain NEPA approval at the earliest possible time so as to avoid delay of the issuance of funding for all parties.

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**MEMORANDUM OF UNDERSTANDING FOR LASSEN AND PLUMAS COUNTY  
EMERGENCY COMMUNICATIONS INTEGRATION PROJECT AND CONTINUED  
COOPERATION**

**Signature Page**

Plumas County

By: \_\_\_\_\_  
Greg Hagwood

\_\_\_\_\_

ATTEST:

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

Reviewed and approved as to form only:

By: \_\_\_\_\_  
Joshua Brechtel, Plumas

COUNTY OF LASSEN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Egan, Lassen County CAO

Reviewed and approved as to form only:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Amanda Uhrhammer, Lassen County Counsel



**FISCAL YEAR 2023/24 ESTIMATED  
Summary**

**Fund:185**

**Department : Public Safety**

**Budget Unit Name: COMMUNITY PROJECT FUNDING**

**Budget Unit Number:**

<b>Account Name</b>		<b>FY2023/24 Requested</b>	<b>Expansion/ (Reduction)</b>
<b>Total FTE Employees</b>	0.00	0.00	0.00
<b>Salaries &amp; Benefits</b>	\$ -	\$ -	
<b>Services &amp; Supplies</b>		\$ 433,000	433,000.00
<b>Other Charges</b>			
<b>Capital Outlay</b>		\$ 297,500	297,500.00
<b>TOTAL BUDGET REQUEST</b>		\$ 730,500	730,500.00
<b>Revenues Available</b>		\$ 730,500	730,500.00
<b>Fund Balance (if applicable)</b>			
<b>TOTAL REVENUES AVAILABLE</b>		\$ 730,500	730,500.00
<b>NET GENERAL FUND REQUIRED</b>			

Department Head Signature \_\_\_\_\_

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

ACCOUNT	ACCOUNT NAME	FY2023/24
		Requested

**185 PUBLIC SAFETY  
COMMUNITY PROJECT FUNDING**

3002300	PROFESSIONAL	
3002701	NON CAPITALIZED EQUIPMENT	
3002800	SPECIAL DEPARTMENT EXPENSE	
3002801	A-87	
3005200	CONTRIBUTIONS	433,000
	<b>SERVICES AND SUPPLIES</b>	<b>433,000</b>
3006200	EQUIPMENT	297,500
	<b>FIXED ASSETS</b>	
3007000	OPERATING TRANSFER OUT	
	<b>OPERATING TRANSFERS OUT</b>	
		<b>730,500</b>

## REVENUES

**Budget Unit Name: Community Project Funding**

Fund: 185

**Budget Unit #: NEW**

				Requested	
Account	Account Name	Description	FY2022-2023	FY2023/24	
2003000	Interest				
2006200	State Other				730,500
2012200	Operating Transfer In				
2012200	Miscellaneous				
<b>TOTAL</b>					<b>730,500</b>