

CITY OF YUBA CITY  
STAFF REPORT

**Date:** March 19, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Police Department  
**Presentation by:** Jim Runyen, Police Lieutenant

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**Summary**

**Subject:** Memorandum of Understanding pertaining to the Yuba Sutter Regional SWAT Team.

**Recommendation:** Adopt a Resolution authorizing the Mayor to execute a Memorandum of Understanding between the County of Yuba, Bi-County Ambulance and the City of Yuba City pertaining to the Yuba Sutter Regional SWAT Team

**Fiscal Impact:** None.

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**Purpose:**

To authorize a memorandum of understanding pertaining to the Yuba Sutter Regional SWAT Team.

**Background:**

The Yuba City Police Department, Yuba County Sheriff's Department, Yuba City Fire Department, and Linda Fire Department have an existing Memorandum of Understanding in place for the Yuba Sutter Regional SWAT Team. This Regional SWAT Team was formed in January of 2018 to increase personnel and equipment resources needed during critical incidents requiring the activation of a SWAT Team. Additional personnel and equipment has led to a better trained team and interagency cooperation. Yuba City Fire Department and Linda Fire Department are part of the team and provide Tactical Emergency Medical Support (TEMS).

**Analysis:**

Upon formation of the Yuba Sutter Regional SWAT Team, Bi-County Ambulance expressed interest in joining the team in the TEMS capacity. This would be an asset to the SWAT Team which has a need for TEMS in our operations. Having specially trained emergency medical professionals on the scene of a critical incident is a standard in our industry today and a huge benefit to officer safety. Creating a relationship with Bi-County Ambulance and training with them increases our safety measures on callouts as well as on the patrol side of operations.

**Fiscal Impact:**

There is no fiscal impact to the City of Yuba City.

**Alternatives:**

Do not authorize the Mayor to execute the Memorandum of Understanding excluding them from the Yuba Sutter Regional SWAT Team.

**Recommendation:**

Adopt a Resolution authorizing the Mayor to execute a Memorandum of Understanding between the County of Yuba, Bi-County Ambulance and the City of Yuba City pertaining to the Yuba Sutter Regional SWAT Team.

**Attachment:**

- Resolution
- Yuba-Sutter Regional AWAT Team MOU

**Prepared by:**

**Submitted by:**

*/s/ Jim Runyen*  
Jim Runyen  
Police Lieutenant

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

**Reviewed by:**

Department Head

RL

Finance

RB

City Attorney

SLC by email

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING  
THE YUBA-SUTTER SPECIAL OPERATIONS UNIT**

WHEREAS, The Yuba City Police Department, the Yuba County Sheriff's Department, the Yuba City Fire Department and the Linda Fire Department have an existing Memorandum of Understanding in place for the Yuba Sutter Regional SWAT Team; and

WHEREAS, The Regional SWAT Team was formed in 2018 to increase personnel and equipment resources needed during critical incidents requiring the activation of a SWAT Team; and

WHEREAS, Additional personnel and equipment has led to a better trained team and interagency cooperation; and

WHEREAS, Adding Bi-County Ambulance as a member of the Yuba-Sutter Special Operations Unit would be an asset to the SWAT Team which has a need for Tactical Emergency Medical Support.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Yuba City as follows:

Approve the attached Memorandum of Understanding  
Pertaining to the Yuba-Sutter Regional SWAT Team

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on March 19, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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\_\_\_\_\_  
Shon Harris, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

\_\_\_\_\_  
Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

# ATTACHMENT 2

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF YUBA CITY, THE COUNTY OF YUBA AND BI-**  
**COUNTY AMBULANCE INC**  
**REGARDING THE YUBA-SUTTER SPECIAL OPERATIONS UNIT**  
**(INCLUDING SPECIAL WEAPONS AND TACTICS TEAM, CRITICAL INCIDENT**  
**NEGOTIATIONS TEAM AND TACTICAL DISPATCH TEAM)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 31 day of DECEMBER 2018, by and between the City of Yuba City, a municipal corporation, the County of Yuba and Bi-County Ambulance Inc.; collectively referred to herein as the “Agencies”.

WITNESSETH:

WHEREAS, the City of Yuba City, County of Yuba and Bi-County Ambulance recognize that the presence of a highly trained and skilled police special operations unit has been shown to aid in the peaceful ending to critical incidents and reduce the risk or injury or loss of life to citizens, police officers, and suspects, and a well-managed team response to critical incidents usually results in successful resolution of those events; and

WHEREAS, it is the intent of the City of Yuba City, County of Yuba and Bi-County Ambulance, through their respective Law Enforcement Departments and personnel staff, to join forces and pool resources to provide an integrated special operations unit consisting of a Special Weapons and Tactics (“SWAT”) Team, a Critical Incident Negotiations Team (“CINT”), and a

Tactical Dispatch Team (hereinafter referred to collectively as the “Yuba-Sutter Special Operations Unit” or “Special Operations Unit”); and

WHEREAS, the Yuba-Sutter Special Operations Unit will serve both Yuba City and Yuba County communities to resolve critical incidents which may arise; and

WHEREAS, The Yuba-Sutter Special Operations Unit may occasionally be called upon as a resource to incidents outside the participating jurisdictions; and

WHEREAS, the purpose of this MOU is to set forth the guidelines and procedures pursuant to which the Agencies agree to meet the goals described herein.

NOW, THEREFORE, the City of Yuba City, County of Yuba and Bi-County Ambulance agree as follows:

1. Special Operations Unit Participation. This MOU is voluntary in nature and places no party under any obligation to respond to a request for tactical unit services that it is unable to fulfill due to lack of staffing or lack of resources or reasonably unwilling to fulfill. However, all reasonable efforts will be made to accommodate all requests for service as well as to attend all scheduled SWAT, and CINT Team training sessions. New personnel appointed to either a SWAT or CINT Team shall attend a basic SWAT or CINT Team training course as soon as practicable, but not more than one (1) year from the date of appointment. Tactical dispatch is dependent on availability in training courses. Tactical EMS (“TEMS”) personnel shall complete a Sierra-Sacramento Valley EMS Agency approved Tactical Casualty Care course prior to being appointed to the TEMS Team.
2. Special Operations Unit Structure. SWAT is comprised of the following leadership positions within the following elements:

- a. Two (2) Tactical Commanders holding the rank of Lieutenant or Sergeant;
- b. Entry Team consisting of:
  - a. Two (2) Team Leaders holding the rank of Officer/Deputy or Sergeant; and
  - b. Two (2) Assistant Team Leaders holding the rank of Officer/Deputy or Sergeant;
- c. Long-Rifle Observer Team;
  - a. One (1) Team Leader holding the rank of Officer/Deputy or Sergeant; and
  - b. One (1) Assistant Team Leader holding the rank of Officer/Deputy or Sergeant;
- d. Tactical Response Vehicle Team; and
- e. Tactical EMS (“TEMS”) Team;
  - a. One (1) Lead EMS Responder holding the rank of Officer, Fire Apparatus Operator, Firefighter or Paramedic.

CINT is comprised of the following leadership positions:

- a. Two (2) Team Commanders holding the rank of Lieutenant or Sergeant;
- b. One (1) Team Leader holding the rank of Sergeant; and
- c. Two (2) Assistant Team Leaders holding the rank of Sergeant or Officer/Deputy.

Tactical Dispatch is comprised of the following leadership positions:

- a. One (1) Team Leader holding the rank of Dispatcher

3. Command and Control. The following command and control procedures shall apply:

- a. When the SWAT or CINT Team is activated, the Tactical Commander and/or Team Leader will report directly to the respective Agency’s Incident Commander/Watch Commander at the scene.

- b. The Incident Commander is responsible for determining the mission(s) to be undertaken to resolve the incident. The Tactical Commander and/or Team Leader are



responsible for determining the tactics to be used in carrying out the mission(s), with the approval of the Incident Commander.

c. During a SWAT, or CINT Team deployment, no person who is not in a leadership position within the SWAT Team will attempt to direct, supervise or control any element or member of the Team. Similarly, during a CINT Team deployment, no person who is not in a leadership position within the CINT Team will attempt to direct, supervise or control any element or member of the Team.

d. Command, supervisory, and leadership positions on the Special Operations Unit will be staffed based on mutual agreement of the Sheriffs/Chiefs of Police of the participating Agencies or their designees.

e. All members of the Special Operations Unit will be under the direct supervision of the Tactical Commander and/or Team Leader and will submit to their authority while engaged in any tactical operations, training, or investigations related to team operations.

4. Call-Out Criteria. The Special Operations Unit will respond to critical incidents at the request of a local incident commander. The Tactical Commander, or in his absence, the team advisor or designee, must authorize any deployment of the Special Operations Unit for planned events unless the situation requires a prompt response without sufficient time to obtain prior authorization. Local watch commanders may activate any team for unplanned events or critical incidents. Critical incidents may include the following:

a. Hostage Situations: The holding of any person(s) against their will by an armed or potentially armed suspect.

- b. Barricaded Subjects: The stand-off created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands to surrender.
  - c. Active Shooter/Sniper Situations: The firing upon citizens and/or police by an armed suspect, whether stationary or mobile.
  - d. High-Risk Apprehension: The arrest or apprehension of armed or potentially armed suspects where the likelihood of armed resistance is high.
  - e. High-Risk Warrant Service: The service of search or arrest warrants where there is a high potential of encountering armed persons.
  - f. Special Assignments: Any assignment approved by the Tactical Commander, at the request of a law enforcement agency, based upon a high threat level or tactical requirement.
5. Call-Out Procedure. The call-out procedure shall be as follows:
- a. The Special Operations Unit will provide local agency supervisors with a standardized, Threat and Risk Assessment to assist them in determining if a Special Operations Unit call-out is appropriate.
  - b. The Tactical Dispatch Team will respond to provide the Incident Commander and Tactical Commander with specially trained dispatchers to provide communications assistance during the incident. Whenever the SWAT element of the Special Operations Unit is deployed, the Tactical Dispatch Team will be deployed in a support role.
  - c. Watch Commander/Incident Commander for the activating jurisdiction will evaluate the situation to determine if the incident necessitates a Special Operations Unit call-out. If Special Operations Unit response is appropriate and necessary, the Communications

Center for the activating jurisdiction will be notified. They, in turn, will notify the Communication Center of the other law enforcement agency.

- d. In the event of a request for mutual aid from a surrounding agency or in the event of a call for assistance, a representative from that agency will be directed to the Tactical Commander/Team Leader to determine the appropriate Special Operations Unit response. The Tactical Commander/Team Leader will then contact their respective Communication Centers for Special Operations Unit notification.
  - e. The Yuba City Police and Yuba County Sheriff Communication Centers will initiate a Special Operations Unit call-out page consistent with current operational procedures. The respective Communications Centers will also notify their respective Law Enforcement Department, Fire Department Command Staffs and Bi-County Ambulance Command Staff of the Special Operations Unit deployment for SWAT/CINT.
  - f. The parties agree to commit staff to the Special Operations Unit. The number of officers assigned to the SWAT, CINT, and Tactical Dispatch Teams from each department should generally reflect the respective size of the sworn complement of each department. The Special Operations Unit also agrees to provide program management and leadership to the SWAT, CINT, and Tactical Dispatch Teams based upon mutual agreement of the Sheriffs/Chiefs of Police, Fire Chiefs and Bi-County Ambulance administrators. These staffing commitments are subject to annual review and revision by the Sheriffs/Chiefs of the Police Departments and Fire Departments of the parties.
6. **Financing.** Each Agency will bear overtime expenses incurred for training and call-outs. Each Agency will provide their participating personnel with the requisite safety equipment which is set forth in the policy and procedures of the Special Operations Unit.

Replacement costs of expendable items used during training or call-outs will be shared on an equitable basis.

7. Equipment. Individual equipment will be purchased by each department for their assigned operators. With regards to the Tactical EMS Program, the respective Law Enforcement Departments will provide uniforms and any tactical gear for each Tactical EMT for their respective agency. The Yuba City Fire Department, Linda Fire Protection District and Bi-County Ambulance may provide tactical medical gear, conventional medical gear, and supplies to share amongst the Agencies assigned to the Special Operations Unit. Joint use of equipment between the individual units and Departments assigned to the Special Operations Unit that was not jointly purchased is permissible, so long as any such equipment is exclusively owned by either the City of Yuba City or the County of Yuba. The entity that owns such jointly used equipment shall maintain exclusive ownership of the equipment during the term of this MOU and following its conclusion.
8. Tactical EMS Program. The primary mission of the Tactical EMS Program is to provide emergency medical support for the members of the Yuba-Sutter SWAT Team in a tactical law enforcement environment. Tactical EMTs will maintain the overall health and well-being of SWAT Team members during training and tactical operations. In addition, Tactical EMT's will provide medical care to any civilians or suspects that may become ill or injured during a tactical operation.
  - a. Purpose. The SWAT Team has typically relied upon local emergency medical services to provide standby services during tactical operations. Due to the complex nature of critical incidents, it is nearly impossible for medical personnel to provide immediate medical intervention in the event that a SWAT Team operator, citizen, or suspect is

injured. The need to train advanced medical personnel to operate in the tactical environment has become a necessity due to recent events, such as school shootings and acts of terrorism. By training advanced medical personnel to operate in a tactical environment, tactical EMTs can quickly provide basic life support. Bi-County Ambulance paramedics can provide advanced life support care to injured SWAT Team operators, citizens, and suspects. The ability to utilize tactical EMTs during tactical operations will support the SWAT Team in accomplishing its mission during critical incidents.

- b. The Tactical EMS Program is organized as follows:
  - i. Tactical EMS Team Members: Members of the Tactical EMS Program may consist of paramedics or EMTs from the Yuba City Police Department, Yuba City Fire Department, Yuba County Sheriff's Department, Linda Fire Protection District and/or Bi-County Ambulance.
  - ii. Operations: The Tactical EMS Program will operate under the command of the SWAT Team. During critical incidents where the Tactical EMS Team is utilized, Tactical EMS personnel will have direct communication with the Yuba-Sutter SWAT team through the Tactical Commander who will coordinate with the Yuba City Fire Department and/or Linda Fire Protection District and /or Bi-County Ambulance chain of command(s).
  - iii. Direction and Resource Control: Administrators from the Yuba City Police Department, Yuba City Fire Department, Yuba County Sheriff Department, Linda Fire Protection District and Bi-County Ambulance will be responsible for overall policy and direction of the Tactical EMS Program. Yuba City Police Department,

Yuba City Fire Department, Yuba County Sheriff Department, Linda Fire Protection District and Bi-County Ambulance administrators may make decisions on matters of mutual concern towards the commitment to resolve any conflict.

Specific control of the Tactical EMS Program's resources and the continued dedication of those resources will be retained by Yuba City Police Department, Yuba City Fire Department, Yuba County Sheriff's Department, Linda Fire Protection District and Bi-County Ambulance administrations. Administrators from all Agencies will retain the authority to assign specific tasks to their respective Agency's employees with the objectives of the Tactical EMS Program in mind.

- c. Response Commitment: This Tactical EMS Program will be available 24 hour per day, 7 days a week. A minimum of two (2) Tactical EMT's or Paramedics will respond to each critical incident where the SWAT Team is utilized. When the SWAT Team is utilized, Yuba City Fire Department, Linda Fire Protection District and the Bi-County Ambulance should make every attempt to relieve on-duty personnel assigned to the Tactical EMS Program and allow those employees to respond to the incident. Tactical EMS personnel who are off-duty when a SWAT Team call-out occurs should respond to the incident if available.
- d. Commitment of Personnel: Tactical EMT's will be assigned by their respective Agencies and should maintain their assignments for a minimum of three (3) years.
- e. Tactical-EMS Training: Tactical-EMT's or Paramedics should train a minimum of one (1) time per year with the SWAT Team. Generally, regular training dates will occur on the first and/or third Thursdays each month. A Tactical EMS Program Agency Liaison/Leader, who is also a TEMS member will be assigned by each participating

Agency to represent all TEMS members of that Agency. It will be up to the Agency Liaison/Leader to coordinate their SWAT Team training schedule with their regular assigned work duties. Each party shall be responsible for paying for its own Tactical EMS training.

9. **Training**: It is understood that a regular training program will be developed and maintained to ensure the operational efficiency and tactical effectiveness of the Special Operations Unit. Given the nature of the missions associated with this assignment, the training protocol shall serve to develop and maintain Special Operations Unit member skills in the use of specialized weapons and equipment, and the maintenance of effective team tactics and communication skills among members. It is understood by the Agencies involved in the Special Operations Unit that training is paramount to mission success and that a priority will be placed on team member attendance at training. Training requirements for the individual teams within the Special Operations Unit will be established by the Team Commanders and Team Leaders as follows:

- a. **SWAT**: The Tactical Commander and Team Leaders will establish a regular training schedule commensurate with POST guidelines for the level of team to be maintained. It is also recognized that attending periodic conferences and competition events in conjunction with annual training is necessary to maintain an effective and cohesive team.

The Tactical EMS Team falls under SWAT. The Liaison/TEMS member for each Agency will establish a training schedule in conjunction with the Tactical Commander to ensure the requirements and standards of the Tactical EMS Team are met as outlined in the Sierra Sacramento Valley EMS (SSVEMS) policy and procedures attached as

Appendix A and per the SSVEMS approved Yuba-Sutter Special Operations Unit Tactical EMS plan, attached as Appendix B.

- b. CINT: The CINT Commander and Team Leaders will establish a regular training schedule commensurate with industry standards. It is also recognized that attending periodic conferences and competition events in conjunction with annual training is necessary to maintain an effective and cohesive team.
10. Records and Reports. It is understood and agreed that the party having jurisdiction for the tactical response incident shall complete any necessary criminal and investigative documents required as a consequence of the incident. Any member agency assisting at the incident shall submit necessary departmental or supplemental reports, as outlined in their respective operational policies. In addition to any documentation requirements specific to the Tactical EMS members respective department, Tactical EMT's will also document all patient care using the Yuba City Fire Department's and Linda Fire Department's Protection District's Patient Care Reports ("PCR") in the FIREHOUSE Records Management System. The PCR will be forwarded to the Yuba City Fire Department's Quality Assurance Manager where it will be reviewed for the purposes of improving patient care and ensuring that local protocols are being followed. Bi-County Ambulance paramedics will document all patient care contacts in accordance to SSV-EMS protocols on the EPCR system. Bi-County Ambulance's QA department will review all paramedic BCA EPCR's for the purpose of improving patient care and insuring local protocols are being followed.
11. Officer Involved Shooting Protocol. In the event that a Special Operations Unit member is involved in a shooting, the party having jurisdiction over the incident will conduct the criminal investigation with the assistance of the officer's employing agency. The



administrative/internal investigation will be conducted by the involved officer's employing agency, and in accordance with current County-wide shooting protocols. In the event of a shooting incident involving officers from more than one agency (e.g. sniper/observer team), the agencies representing the involved officers and/or EMS personnel agree to cooperate with each other and the agency of jurisdiction in conducting the appropriate criminal, administrative and/or internal investigation(s).

12. Personnel Complaint Procedures. In the event a complaint of improper conduct is lodged against a member of the Special Operations Unit for reasons related to the members' participation in the Special Operations Unit, the employing Agency will be responsible for investigating such complaint with the cooperation of Special Operations Unit Commanders and supervisory personnel. In the event that a complaint concerns officers from multiple jurisdictions, the parties agree to cooperate in the administrative investigation. Progressive discipline will be the sole responsibility of the investigating Agency. Appeals to discipline resulting in suspension or removal from the team will be made to an executive committee comprised of the member agency Sheriffs/Chiefs of Police. All other appeals will be made to the employing agency.

13. Punitive Action. Punitive action for violating the expectations and requirements of the Special Operations Unit shall range from a verbal reprimand to dismissal from the team, and may include possible departmental sanctions. In the event of potential punitive action against a team member for actions taken during assignment to the Special Operations Unit, the team Commander (SWAT, EOD, TEMS personnel, and/or CINT) and Team Leader(s) will work together with the agency of the affected team member to determine the appropriate action to take considering the circumstances.

14. Operational Status Requirements. In order to maintain operational status, team members on individual teams within the Special Operations Unit must meet specific additional requirements. Partner agencies will endeavor to ensure that these requirements shall include:

a. SWAT:

1. Successful completion of a bi-annual physical fitness test; and
2. Successful completion of firearms qualifications requirements as outlined in the SWAT Operations Manual.

b. Tactical EMS Personnel: Maintenance of required EMT and/or Paramedic certifications from their respective agencies and Sierra Sacramento Valley Emergency Medical Services (SSVEMS).

15. Salaries and Liabilities. Each participating Agency will incur its own salary, benefits, and insurance, as well as upkeep of its personnel, vehicles, and other necessary equipment. Costs due to damage to equipment owned by one party but shared by both shall be incurred by the party responsible for the damage. Furthermore, each Agency will bear all Workers' Compensation responsibility for its respective employees assigned to the Unit. Each party shall indemnify the other party, and its officers, agents, employees, volunteers and attorneys from any claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of that party and its agents in the performance of services under this MOU, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by either party or the agents, servants, or independent contractors who are directly responsible to the party, or

arising from the active negligence of the party. The parties' responsibility for such defense and indemnity obligations shall survive the termination or completion of this MOU for the full period of time allowed by law. The defense and indemnity obligations of this MOU are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU. This MOU is between the City of Yuba City, County of Yuba and Bi-County Ambulance and is not intended to be a joint powers agreement under Section 6500 of the Government Code of the State of California. Personnel assigned to the Yuba-Sutter Special Operations Unit shall be deemed continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction. The salaries, benefits, and insurance of Tactical EMS personnel will be paid for by each member's respective full-time agency. The member's employer will be exclusively responsible for any overtime incurred from training and tactical operations.

16. Agency Participation. Each Agency shall have the duty to participate as indicated in this MOU only so long as the Agency has the capacity for continued participation. The inability to participate may arise as a result of budget constraints, lack of equipment, lack of qualified personnel, or other reasons. The ability to continue participation shall be solely subject to the determination of the Sheriff/Chief of Police, Fire Chief or Administrators of each party.

17. Termination. In the event an Agency is unable to continue their participation in the MOU, that Agency shall notify the Sheriff/Chief of Police, Fire Chiefs or Administrators of the other party in writing as soon as practicable. Notice shall be given one (1) month prior to the effective date of withdrawal, except in cases of emergencies or where written

notification is impossible or impractical. In such cases, notice shall be given orally and followed in writing.

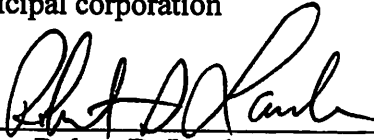
18. Term of Agreement. This MOU shall be effective as of the date signed by the authorized representatives of the parties and shall fully, completely, and entirely supersede any and all previous memoranda of understanding entered into between the City of Yuba City, the County of Yuba and Bi-County Ambulance regarding the Special Operations Unit, the Special Weapons and Tactics Team, the Critical Incident Negotiation Team, and/or the Tactical EMS Team.
19. Governing Agreement. In the event of any conflict between this MOU and its exhibits, the provisions of this MOU shall govern.
20. Assignment. This MOU and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.
21. Independent Capacity. For purposes of this MOU, each party shall each act in an independent capacity and not as officers, employees or agents of the other. Nothing in this MOU establishes, constitutes or will be construed as establishing or constituting a partnership, agency or employment relationship between the parties. Persons providing services under this MOU shall remain the employees of their respective parties, and shall not be employees of the other.
22. No Liability for Other Party's Employees. Each party shall assume responsibility and liability for the acts of its own officers, agents, or employees in connection with the performance of their duties under this MOU. For tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the

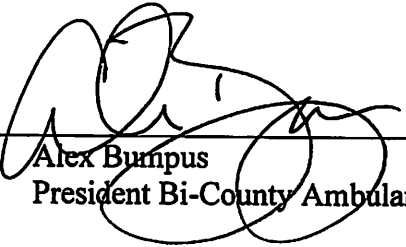
torts of its own personnel that occur within the scope of their official duties and for which liability may be imposed under the law.

23. No Third Party Beneficiary. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.
24. Attorney's Fees; Venue; Governing Law. If any party commences any legal action against another party arising out of this MOU or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this MOU shall be brought in Sutter or Yuba County, California or in the United States District Court for the Eastern District of California, depending on the venue of the alleged action. This MOU shall be governed by and construed in accordance with the laws of the State of California.
25. Modification. This MOU and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.
26. Severability. If any of the provisions contained in this MOU are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.
27. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.
28. Joint Preparation of Agreement. The parties agree that they all participated in the drafting of this Agreement and if subsequently in the Agreement's interpretation a claim of ambiguity arises that claim should not be construed against any party.


The City Council of the City of Yuba City has authorized the execution of this MOU by its Chief of Police and Fire Chief under the authority of Resolution No. \_\_\_\_\_, and the County of Yuba has caused this MOU to be executed.

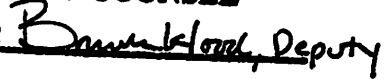
City of Yuba City, a  
municipal corporation

BY:   
Robert D. Landon  
Chief of Police

and  
BY:   
Alex Bumpus  
President Bi-County Ambulance

Yuba County

BY:   
Wendell Anderson  
Yuba County Sheriff

**APPROVED AS TO FORM  
COURTNEY C. ABRIL  
COUNTY COUNSEL  
BY:  Deputy**