

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STOCKTON
AND
THE SAN JOAQUIN COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding ("MOU") is entered into on this ___ day of _____, 2026, by and between the City of Stockton, a municipal corporation ("CITY"), and the County of San Joaquin, acting by and through the San Joaquin County Sheriff's Office ("SJCSO"), collectively referred to as the "Parties."

RECITALS

The City of Stockton and the County of San Joaquin recognize the importance of coordinated emergency response efforts to enhance public safety and operational efficiency; and

The Stockton Fire Department, while not required by law, has historically maintained dive equipment and underwater response capabilities but seeks to transfer its equipment and response capabilities to the San Joaquin County Sheriff's Office to optimize the provision of waterway search and recovery operations; and

SJCSO has the necessary training and expertise to provide subsurface search and recovery operations in the waterways within the City of Stockton; and

Mutual aid between the Parties in emergency response, and specialized rescue operations enhances the safety and effectiveness of public safety personnel and the communities they serve; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. PURPOSE

This Memorandum of Understanding (MOU) establishes that SJCSO shall assume full responsibility for all subsurface search and recovery operations within waterways under the jurisdiction of the CITY. The Stockton Fire Department (SFD) will no longer have the capabilities to perform subsurface search and recovery operations within waterways under the jurisdiction of the CITY. CITY agrees to donate SFD's surplus SCUBA gear to the SJCSO to support its dive operations.

2. TERMS OF AGREEMENT

2.1 Transfer of Dive Equipment and Trailer

2.1.1 CITY shall transfer ownership of all dive-related equipment listed in **Exhibit A** (Water Rescue Inventory) and associated trailer to SJCSO.

- 2.1.2 The transfer shall be completed within thirty (30) days of the execution of this MOU.
- 2.1.3 SJCSO shall assume all responsibility for the ownership, operation, maintenance, repair, storage, insurance, and any and all associated costs related to the transferred equipment. SJCSO acknowledges that CITY shall have no ongoing financial or operational obligation concerning the equipment following its transfer.
- 2.1.4 SJCSO shall ensure the proper maintenance and care of the equipment at its sole cost and expense, including, but not limited to, performing all necessary repairs, replacements, testing, and certifications required for continued use.
- 2.1.5 CITY makes no representation, warranty, or guarantee, express or implied, as to the working order, functionality, suitability, or fitness for any particular purpose of the equipment transferred under this MOU. The equipment is conveyed in its "AS IS, WHERE IS" condition, without warranty of any kind.
- 2.1.6 SJCSO acknowledges that it is solely responsible for inspecting, testing, certifying, or otherwise verifying the usability, safety, and operational readiness of all transferred equipment prior to deployment.
- 2.1.7 CITY makes no representations regarding the remaining useful life of any transferred equipment. SJCSO accepts all risks associated with the condition and continued viability of the equipment.
- 2.1.8 SJCSO shall arrange for the pickup, transport, and any associated logistics required for the removal of the transferred equipment at its sole cost and expense. The City shall have no obligation to deliver or transport any equipment.

2.2 Waterway Search, Dive, and Recovery Operations

- 2.2.1 SJCSO shall assume responsibility for all subsurface search and recovery operations in waterways within the jurisdictional boundaries of the CITY.
- 2.2.2 SJCSO shall maintain appropriately qualified dive rescue personnel and equipment to be able to provide subsurface search and recovery operations twenty-four (24) hours a day, (365) days a year in waterways within the jurisdictional boundaries of the CITY.
- 2.2.3 SJCSO shall coordinate with CITY Incident Command to ensure effective emergency response.
- 2.2.4 CITY may elect to resume dive operations at some point in time. City's resumption of underwater operations does not modify this MOU or relieve SJCSO of its responsibilities per this MOU. Such City operations will be in addition to the services provided by SJCSO.

2.3 Joint Training Initiatives

2.3.1 The Parties shall continue to conduct joint training exercises in all disciplines requiring coordinated response, including:

- Waterway emergencies, including search and rescue operations
- Maritime fire suppression and emergency medical response

2.3.2 Training schedules shall be developed collaboratively and executed at a frequency mutually agreed upon by the Parties.

3. LIMITED INDEMNIFICATION BY SJCSO

3.1 SJCSO shall indemnify, defend, protect, hold harmless, and release CITY, its officers, agents, and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of SJCSO its agents, employees, contractors, subcontractors, or invitees, related to the actions and obligations described in this MOU. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

3.2 SJCSO's indemnification does not include claims, loss proceedings, damages, causes of action, liability costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of CITY and its agents, employees, contractors, subcontractors, or invitees, related to the actions and obligations described in this MOU.

3.3 This indemnity provision shall survive the MOU.

4. TERM & TERMINATION

4.1 This MOU shall commence upon execution by both Parties and shall remain in effect unless terminated by mutual written agreement.

4.2 Either Party may terminate this MOU with twelve (12) months written notice to the other Party.

4.3 Upon termination, all equipment transferred under this MOU shall remain the property of SJCSO.

4.4 If the City elects to resume dive operations at some point in time, such operations do not terminate this MOU.

5. GENERAL PROVISIONS

5.1 **Amendments** - Any amendments to this MOU must be made in writing and signed by both Parties.

- 5.2 Non-Assignability** - This MOU shall not be assigned by any Party without the prior written consent of the other Party.
- 5.3 No Personal Liability** - The obligations and liabilities of each Party under this MOU shall be binding solely upon such Party and shall not create personal liability on the part of any individual employee, officer, or director of such Party.
- 5.4 Governing Law** - California law shall govern any legal action pursuant to this MOU with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch.
- 5.5 Severability** - If any provision of this MOU is held to be invalid, illegal, or unenforceable under any applicable law, such provision shall be severed from this MOU, and the remaining provisions shall remain in full force and effect.
- 5.6 Headings Not Controlling** - The headings in this MOU are for convenience only and shall not affect the interpretation of any provision of this Agreement.
- 5.7 Counterparts** - This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.8 Authority** - Each Party represents and warrants that it has full power and authority to enter into and perform its obligations under this MOU.
- 5.9 No Effect on Other Agreements** – this agreement does not alter or modify any rights or obligations in any other agreement express or implied between the Parties. This agreement is not meant to rely upon or influence other agreements and obligations required either by law or contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CITY OF STOCKTON:

SAN JOAQUIN COUNTY

By: _____
Johnny Ford, City Manager

By: _____
[Name, Title]

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

/s Mark Velasquez 3/3/2026

Mark R. Velasquez, Deputy City Attorney

[Name, Title]