

**Memorandum of Understanding  
Between  
the Superior Court of California,  
County of Shasta, the Shasta County District Attorney's Office, and the Shasta County  
Sheriff's Office**

**Regarding Processing Warrants and Related Documents Electronically**

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This Memorandum of Understanding ("MOU") is made by and between the Shasta County District Attorney's Office ("District Attorney"), the Shasta County Sheriff's Office ("Sheriff"), and the Superior Court of California, County of Shasta ("Court"). This MOU sets forth each party's roles and responsibilities as they relate to the processing of electronic warrants and related documents transmitted to the Court for electronic signatures. The Court implemented the electronic signature process in 2019 in an effort to increase Court efficiency and to minimize the time law enforcement personnel spend on obtaining signatures. The parties agree that processing warrant-related documents electronically is mutually beneficial, and the costs associated with the process should be shared equally.

**1. OPERATION OF ELECTRONIC WARRANT SYSTEM**

The Court has contracted with DocuSign, Inc. to process electronic documents transmitted to the Court by law enforcement personnel or prosecutors for signature by judicial officers. The Court agrees to assume management of the electronic signature program, in conjunction with DocuSign, Inc.

DocuSign, Inc. charges the Court for each document that is sent through the electronic signature process, which are referred to as "envelopes," in addition to an account support fee. The Court annually will purchase an amount of envelopes sufficient to ensure that all warrants and warrant-related documents that require electronic signatures can be processed electronically.

**2. AUTHORIZED PERSONNEL**

Only authorized personnel may use the electronic signature system. Authorized personnel are defined as current employees in good standing with the respective agencies, with authority from the agencies to review and submit search warrants to judicial officers or to access the system for managerial or maintenance issues. The Sheriff and District Attorney have provided the names and email addresses of all authorized personnel who can use the system, and they agree to update that information with the Court no later than 3 business days after any authorization ends. The Court will add authorized personnel to the Court's electronic signature account. The Court agrees to provide training on the electronic signature process to authorized personnel on an as-needed basis.

**3. COMMUNICATION THROUGH COORDINATORS**

The District Attorney and Sheriff will each appoint one or more Coordinators within their department. The Coordinators shall serve as the contact point for their agency to the Court in relation to electronic signature gathering. The District Attorney and Sheriff agree that their assigned coordinators will update the Court on any changes to authorized personnel, as described in paragraph 2.

#### **4. COST SHARING**

The Court is charged a fee for each “envelope” sent through the electronic signature gathering process. Additionally, an annual account support fee is charged by DocuSign, Inc. That fee shall not exceed \$972.00 for the first year of this MOU. The Court agrees to pay one half of the annual support fee, with each other party to be charged a proportionate share of the remaining half based on usage. Each party agrees that the fee for each “envelope” sent will be shared equally between the Court and the agency sending the “envelope.” For the contract renewal period beginning July 1, 2023, the cost for each “envelope” sent shall be \$5.40. The Court agrees to pay \$2.70 per envelope sent, and the District Attorney and Sheriff respectively agree to pay the Court \$2.70 per envelope sent by their authorized personnel. This amount shall be in addition to the annual support fee. Any adjustment to the annual account support fee in subsequent years of this MOU shall be provided to the parties by the Court in writing no later than 30 days prior to its effective date. The parties agree to share the cost of the adjusted rate in the manner described above. In no event shall the maximum amount payable by the District Attorney and Sheriff (collectively) under this agreement exceed \$15,000.00.

#### **5. BILLING**

No later than five business days after June 30 of each fiscal year, the Court will access the data on its DocuSign, Inc. account and determine the number of “envelopes” sent by each agency through the electronic signature gathering process. The Court will invoice each department for the number of envelopes sent by their authorized personnel, along with the pro rata share of the annual support fee, no later than July 20 of the fiscal year. The parties agree that invoices must be paid in full within 30 calendar days of billing. The Court agrees that neither party shall be billed in excess of one thousand five hundred dollars (\$1,500.00) per fiscal year, regardless of actual usage.

#### **6. TERM**

This MOU is effective July 1, 2023 through June 30, 2026. Any party may terminate this MOU earlier by providing written notice of intent to terminate to the Court Executive Officer and other parties at least thirty (30) days before the intended termination date. In the event the MOU is terminated, warrants and related documents will be processed manually, and judicial signatures will be obtained in person by the requesting law enforcement officer. The terminating party agrees to pay for all envelopes processed under this agreement prior to the termination date. This MOU may be renewed for one extension to June 30, 2027 by written agreement of all parties.

## **7. ENTIRE AGREEMENT; MODIFICATION**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments, or alterations shall be effective unless in writing and signed by all parties.

## **8. INDEMNIFICATION**

The Court, District Attorney, and Sheriff each agree to indemnify, defend, and save harmless the other and the other's officers and employees, from and against any and all claims or losses arising out of, or in any way related to, the indemnifying party's performance under this agreement, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as reasonable attorneys' fees, court costs, investigation costs, and experts' fees), but only in proportion to and to the extent such claims or losses (including reasonable attorneys' fees) are caused by or result from the acts or omissions of the indemnifying party. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

## **9. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.**

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

## **10. RETENTION OF RECORDS: AUDIT**

The Court shall maintain all financial data, supporting documents, and all other records related to performance and billing under this MOU for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period shall be a rolling period, beginning at the date of submission of Court's most recent invoice. The Court shall permit all records related to performance and billing under this MOU to be inspected and/or audited, at any reasonable time, by an authorized representative of the District Attorney and/or Sheriff.

## **11. FURTHER ASSURANCES**

Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU. Time is of the essence in the performance of this MOU.

## **12. RISK ALLOCATION**

It is the intention of all parties that none will be responsible for the negligent and/or intentional acts and/or omissions of the others, or its judges, subordinate judicial officers, directors, officers, agents and employees. The parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6. Instead, pursuant to Government Code section 895.4, the parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.

## **13. NOTICES**

Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

County:

Shasta County Sheriff's Office  
300 Park Marina Circle  
Redding, CA 96001  
Attn: Sheriff

Shasta County District Attorney's Office  
1355 West Street  
Redding, CA 96001  
Attn: District Attorney

Court:

Superior Court of California,  
County of Shasta  
1515 Court Street, Room 610  
Redding, CA 96001  
Attn: Court Executive Officer

**IN WITNESS WHEREOF**, Court, County, District Attorney, and Sheriff executed this MOU on the date or dates indicated below:

**Superior Court of California,  
County of Shasta**

DocuSigned by:  
By: Adam B. Ryan  
Adam B. Ryan  
Presiding Judge of the Superior Court  
of California, County of Shasta

Date: 11/14/2023 | 2:08 PM PST

DocuSigned by:  
By: Melissa Fowler-Bradley  
Melissa Fowler-Bradley  
Court Executive Officer

Date: 11/14/2023 | 2:07 PM PST

Approved as to Form: Cody Jones  
Cody Jones  
General Counsel

**Shasta County**

DocuSigned by:  
By: Michael Johnson  
Michael Johnson  
Sheriff

Date: 11/17/2023 | 11:01 AM PST

By: \_\_\_\_\_  
Patrick Jones, Chair  
Board of Supervisors

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

DocuSigned by:  
By: Stephanie Bridgett  
Stephanie Bridgett  
District Attorney

Date: 11/17/2023 | 10:16 AM PST

DocuSigned by:  
By: James Johnson  
James Johnson  
Risk Management Analyst III

Date: 11/14/2023 | 2:05 PM PST

Approved as to Form: Gretchen Stuhler  
Gretchen Stuhler  
Interim County Counsel