

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEHAMA COUNTY  
SHERIFF'S OFFICE AND THE TEHAMA COUNTY PROBATION DEPARTMENT**

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Tehama County Sheriff's Office ("TCSO") and the Tehama County Probation Department ("TCP").

**RECITALS**

**WHEREAS**, TCP desires to retain a person or party for the purpose of providing personnel-related investigations to pre-employment applicants to TCP. The investigations would help provide pertinent information for TCP to make informed decisions about applicants as these investigations are used to verify an individual's history and assess their suitability for TCP's specific position(s), as they involve trust and/or access to sensitive information; and

**WHEREAS**, TCSO warrants that it is qualified and agreeable to render the aforesaid services.

**NOW THEREFORE**, the TCP and TCSO incorporate the above recitals into this MOU and agree to the following:

**1. RESPONSIBILITIES OF TCSO**

During the term of this MOU, TCSO shall provide services in accordance with the Fee Schedule/Scope of Work, Exhibit A, attached hereto and made a part of this MOU. TCSO shall schedule the services within a reasonable time based on the timing of the request and the availability of investigators.

**2. RESPONSIBILITIES OF TCP**

TCP shall timely compensate TCSO for said services pursuant to Section 3 and 4 of this MOU. TCP shall supply all required office supplies including but not limited to: binder, Peace Officer Standards and Training (POST) required tabs, paper (approx. ½ ream), etc. on every background requested. TCP shall provide the candidate with the required forms including the Personal History Statement (PHS) and the Required Documents listed in Exhibit B, attached hereto and made a part of this MOU. TCP must have the candidate complete and notarize all release waivers before scheduling an investigation. TCP shall send out all local Law Enforcement (LE) letters to all agencies where the candidate has lived, worked, or attended school for the last 15 years. TCP shall direct the candidate to print up a full and complete credit report (must be Experian, Transunion, or Equifax) and bring the original printed copy to the Background Investigator. Credit Karma is acceptable. TCP shall schedule the candidate's fingerprint live scan. Once all the work is completed, TCP shall retain all

reports provided by TCSO according to TCP's records retention schedule.

### **3. COMPENSATION**

TCSO shall be paid in accordance with the rates set forth in the Fee Schedule/Scope of Work, attached hereto as Exhibit A, after satisfactorily completing the duties described in this MOU. In addition, TCP shall reimburse TCSO for the actual and reasonable costs and expenses identified in Exhibit A, incurred by TCSO in the performance of the work hereunder. The rates set forth in the Exhibit A are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for County employees. The Maximum Compensation payable under MOU shall not exceed \$25,000.00 per year.

TCSO shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. TCSO shall have no claim against TCP for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by TCSO after the expiration or other termination of this MOU. TCSO shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and TCSO agrees that TCP has no obligation, whatsoever, to compensate or reimburse TCSO for any expenses, direct or indirect costs, expenditures, or charges of any nature by TCSO that exceed the Maximum Compensation amount set forth above. Should TCSO receive any such payment it shall immediately notify TCP and shall immediately repay all such funds to TCP. This provision shall survive the expiration or other termination of this MOU.

### **4. BILLING AND PAYMENT**

On or before the 15th of each month, TCSO shall submit to TCP an itemized invoice (Exhibit B) for all services rendered during the preceding calendar month. TCP shall make payment of all undisputed amounts within 30 days of receipt of TCSO's invoice. TCP shall be obligated to pay only for services properly invoiced in accordance with this section.

### **5. TERM OF MOU**

This MOU shall commence on July 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 7 below.

### **6. TERMINATION OF MOU**

If TCSO fails to perform his/her duties to the satisfaction of TCP, or if TCSO fails to fulfill in a timely and professional manner his/her obligations under this MOU, or if TCSO violates any of

the terms or provisions of this MOU, then TCP shall have the right to terminate this MOU effective immediately upon TCP giving written notice thereof to TCSO. TCP may terminate this MOU immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this MOU in any fiscal year. TCP's right to terminate this MOU may be exercised by the Chief Probation Officer. TCSO's right to terminate this MOU may be exercised by the Sheriff-Coroner. Otherwise, either party may terminate this MOU on 30 days' written notice.

In the event that the MOU is terminated prior to June 30, 2028, in accordance with this section, TCP shall pay TCSO for all work satisfactorily completed as of the date of notice.

#### **7. ENTIRE MOU; MODIFICATION**

This MOU for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. TCSO shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. TCSO specifically acknowledges that in entering into and executing this MOU, TCSO relies solely upon the provisions contained in this MOU and no other oral or written representation.

#### **8. NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of TCSO, TCSO may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of TCP.

#### **9. INSURANCE**

TCP and TCSO acknowledge that each participates in the County of Tehama's program of self-insurance established by the Tehama' County Board of Supervisors

#### **10. NON-DISCRIMINATION**

TCSO shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

#### **11. GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural

resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. TCP and TCSO acknowledge that each shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

#### **12. COMPLIANCE WITH LAW AND REGULATION**

All services to be performed by TCSO under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to TCP immediately.

#### **13. LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California

#### **14. AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

#### **15. NOTICE**

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

NOTICES TO TCP:	NOTICES TO TCSO:
Pam Gonzalez, Chief Probation Officer Tehama County Probation Department P.O. Box 99 Red Bluff, CA 96080 Phone: 530-527-4052	Dave Kain, Sheriff-Coroner Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-527-7900
INVOICES SUBMITTED TO TCP:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Probation Department P.O. Box 99 Red Bluff, CA 96080 OR delivered in person to: 1840 Walnut Street., Red Bluff, CA 96080 Fax: 530-527-1579	Nickoli Brummond, Fiscal Analyst Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-528-8979

Notice shall be deemed to be effective two days after mailing.

#### **16. NON-EXCLUSIVE AGREEMENT**

TCSO understands that this is not an exclusive agreement, and that TCP shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by TCSO, or to perform such services with TCP's own forces, as TCP desires.

#### **17. STANDARDS OF THE PROFESSION**

TCSO agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which TCSO has been properly licensed to practice.

#### **18. LICENSING OR ACCREDITATION**

TCSO shall maintain a qualified Background Investigator holding valid and appropriate license(s) or accreditation(s) throughout the life of this contract.

#### **19. CONFIDENTIALITY**

All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this agreement or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

#### **20. MUTUAL INDEMNITY**

TCP and TCSO each agree to indemnify, hold harmless, and defend the other from any and all liabilities, claims, losses, damages or expenses, including reasonable attorney's fees, arising from any and all acts or omissions of its own, its officers, agents, or employees in the performance of

this agreement. However, this is not to be construed as an agreement of either party to indemnify, hold harmless, or defend the other from such liabilities, claims, losses, damages, or expenses arising from the other's sole negligence or willful misconduct.

#### **21. RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

#### **22. NO THIRD-PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

#### **23. HAZARDOUS MATERIALS**

To the extent applicable to the services rendered under this agreement, TCSO shall provide to TCP all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by TCSO prior to the furnishing, use, application, or storage throughout the performance of the services rendered pursuant to this agreement. TCP shall provide Safety Data Sheets for any Hazardous Materials that TCSO may be exposed to while rendering services pursuant to this agreement.

#### **24. HARASSMENT**

TCP and TCSO acknowledge that each is aware of and complies with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. Any harassment, discrimination, retaliation, or any other abusive behavior will not be tolerated or condoned by TCP nor TCSO. Violations of this policy may cause termination of this agreement.

#### **25. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

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. Civil 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.

## **26. EXHIBITS**

TCSO shall comply with all provisions of Exhibits A and B, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this MOU and any attached Exhibit(s), the main body of the MOU shall take precedence.

IN WITNESS WHEREOF, TCP and TCSO have executed this MOU on the day and year set forth below. MOU not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY PROBATION

Date:

\_\_\_\_\_  
Pam Gonzalez, Chief Probation Officer

TEHAMA COUNTY SHERIFF’S OFFICE

Date:

\_\_\_\_\_  
Dave Kain, Sheriff -Coroner

2027-461070

Revenue Account Number

## EXHIBIT A

### Fee Schedule/Scope of Work

#### Background Investigations for TCP

During the term of this MOU, TCSO agrees to and shall perform services as follows:

##### RATES

At the time of execution, \$46.20 per hour, (increase in the costs will be effective with a 30-day notice)

##### COSTS & EXPENDITURES

Claimed expenses must be approved by TCP in advance and may include, but are not limited to the following:

Per Diem will be based on county rates and policy; no receipts required.

Lodging will not exceed \$200 per night in rural areas and \$250 per night in metropolitan areas; receipts must be provided.

Transportation outside of immediate areas or out-of-state; receipts must be provided.

Local expenses will be reimbursed at actual cost; receipts must be provided.

##### SCOPE OF WORK

Investigator(s) will review the PHS and interview the candidate.

Investigator(s) will perform a driver's license check on the candidate.

Investigator(s) will review and document any/all local LE contacts results of the candidate.

Investigator(s) will review and document credit report of the candidate.

Investigator(s) will review and document High School transcripts of the candidate.

Investigator(s) will review and document any/all age verification documents of the candidate.

Investigator(s) will review and document DD-214 or Registration for Selective Service, if applicable of the candidate.

Investigator(s) will review and document any/all marriage dissolutions of the candidate.

Investigator(s) will conduct interviews with employer(s) and former employees, including but not limited to file reviews for any law enforcement employers.

Investigator(s) will interview and/or send questionnaires to references and document those results.

They will obtain secondary references and conduct interviews and document those results.

Investigator(s) will conduct social media checks using the public records tools including TransUnion (TLO) and/or Thomson Reuters CLEAR. They will search the most popular social media sites including but not limited to Facebook, Instagram, etc. and document those results.

Investigator(s) will conduct neighborhood checks, interview neighbors and document those results.

Investigator(s) will perform a Senate Bill 2 check on the candidate, if they have had prior peace officer status.

Investigator(s) will complete and provide POST candidate Biography form.

Investigator(s) will complete and provide POST narrative report.

Investigator(s) will organize binder to comply with POST review guidelines.

Investigator(s) shall follow up with candidate at any time, if necessary.

Investigator(s) shall meet with the TCP as necessary to discuss the investigations, if necessary.



## EXHIBIT B

### Required Documents

During the term of this MOU, TCP agrees to obtain the required documents as follows:

Credit Report (Entire Record)

High School Transcripts (must be certified copies – must show Investigator original which then can be returned)

Proof of employment eligibility per I-9 requirements (must show Investigator original which then can be returned)

Military DD-214 (must show Investigator original which then can be returned) – or certificate of registration for selective service (this can be obtained by the candidate for free by going to the Selective Service website at <https://www.sss.gov/verify/>)

Dissolution of marriage(s) (must be a court stamped copy and must be judgement and all attached pages \*\*\*not just the judgement page) – must show Investigator original which then can be returned)

All POST certificates (Basic, Intermediate, Advanced, Supervisory, Management, Executive – not training certificates)