

AGENDA REPORT



Adopted / Approved
By Red Bluff City Council

Initial AR
Deputy City Clerk
City of Red Bluff

Date

5.6.25
4-0-1

Meeting Date: May 6, 2025
Agenda Item # 3
City Manager Approval: TW

Excused - Struck

TO: Honorable Mayor and Members of the City Council

FROM: Quintan Ortega, Police Captain

SUBJECT: Approval of the Contract Between the City of Red Bluff and County of Tehama for the Continuation of a Gang Resistance Education and Training (G.R.E.A.T.) / School Resource Officer (SRO).

RECOMMENDED COUNCIL ACTION:

The City Council approve and authorize the Mayor to sign the contract between the City of Red Bluff and the County of Tehama for the funding of the SRO/G.R.E.A.T. Officer at Vista Preparatory Academy.

SUMMARY:

The SRO/G.R.E.A.T. Officer is funded in part by AB 109 funds received through the Community Corrections Partnership (CCP) Committee. If approved, the County of Tehama will provide \$40,000.00 for the SRO/G.R.E.A.T. program for fiscal year 2025 / 2026

PREVIOUS COUNCIL ACTION:

The City Council has previously approved the same contract beginning in fiscal year 2014 / 2015.

DISCUSSION:

On May 8, 2013, the CCP Committee formally approved funding for the G.R.E.A.T. / SRO position to establish a Gang Resistance Education and Training (G.R.E.A.T.) Police Officer position assigned to work at Vista School. Since that time, we have received funding each year beginning in the 2014 / 2015 fiscal year.

The CCP Committee has approved appropriation of \$40,000.00 for fiscal year 2025 / 2026 for continuation of funding the G.R.E.A.T. Officer. The attached contract, which is identical to the previous year's agreement except for the fiscal year it covers, is required to receive the allocated funding from Tehama County. The attached agreement will also be presented to the Tehama County Board of Supervisors for approval.

CITY FISCAL IMPACT:

In addition to the \$40,000.00 funding from the County of Tehama via AB109 funds, the Police Department will continue to receive additional funding from the Red Bluff Elementary School District to contribute toward this position. Funding for this position is included within the 2025 / 2026 budget.

ATTACHMENTS:

A. GREAT-MOU 25-26

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA
AND
THE CITY OF RED BLUFF**

This Agreement is entered into between the County of Tehama ("County") and the City of Red Bluff ("City") for the purpose of providing a 0.5 full time equivalent (FTE) police officer, who shall be employed by City, and who shall serve as a Gang Resistance Education and Training Officer (G.R.E.A.T.) / School Resource Officer assigned to the Vista Preparatory Academy. This Agreement is made in reference to the following facts:

RECITALS:

(a) The County is the recipient of Local Revenue Fund 2011 funds in accordance with California Constitution, article XIII, section 36 and Government Code sections 30025 et seq.

(b) The County may expend Local Revenue Fund 2011 funds for "public safety services," including "employing and training public safety officials," "[p]reventing child abuse, neglect, or exploitation" and "providing services to children and youth who are abused, neglected, or exploited, or who are at risk of abuse, neglect, or exploitation."

(c) The Tehama County Community Corrections Partnership Executive Committee has recommended expenditure of up to \$40,000 of Local Revenue Fund 2011 funds in Fiscal Year 2025/2026 to support the employment of a City of Red Bluff police officer, who will serve as a G.R.E.A.T./School Resource Officer assigned to the Vista Preparatory Academy.

(d) The provision of a G.R.E.A.T./School Resource Officer assigned to the Vista Preparatory Academy will enhance public safety, reduce crime, and promote the education and well-being of children resident in the County who are at risk of criminal activity, abuse, neglect, and exploitation, thereby serving a public purpose of the County of Tehama.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS INCORPORATED.

The above recitals are hereby incorporated into this Agreement.

2. LEGAL AUTHORITY.

This Agreement is authorized by Government Code sections 6500 et seq., 26227, and 30025, subdivision (f)(9).

3. RESPONSIBILITIES OF CITY.

During the term of this agreement, City shall appoint and assign one 0.5 FTE (full time equivalent) police officer, who shall be considered an employee of the City of Red Bluff, to perform the following duties:

The assigned officer shall be assigned to work at the Vista Preparatory Academy as a Gang Resistance Education and Training Officer (G.R.E.A.T.) / School Resource Officer. The G.R.E.A.T./ SRO Officer will work to impact gang activities and influence at the 7th and 8th Grade Level by providing the specified G.R.E.A.T. curriculum. These duties will include, but not be limited to the following:

- Provide the G.R.E.A.T. curriculum to Vista Preparatory Academy Students.
- Provide SRO services to the Vista Preparatory Academy.
- When appropriate do gang prevention outreach activities with the parents/families of at risk students.
- Work with the Tehama County District Attorney's Office, Bureau of Investigations to form a Gang Prevention Unit to address gang activities within the City of Red Bluff and the County of Tehama.
- Work with the Tehama County Probation Department / Juvenile Hall during the summer time or as appropriate to conduct outreach activities for juvenile probationers and/or juveniles incarcerated in the Juvenile Justice Center.

The assigned officer shall meet the City's customary qualifications for a patrol-qualified police officer, and shall further be provided all necessary training to provide the G.R.E.A.T. program.

The assigned officer shall not be required to commence any of the foregoing duties until City's completion of the hiring, training, and patrol qualification of one additional police officer for the Red Bluff Police Department's patrol division.

City shall provide supervision and training sufficient for the assigned officer to perform the duties required under this agreement. City shall be the appointing authority for the assigned officer, and as such will have the full authority to appoint, terminate, evaluate, and discipline the incumbent. City will consult with County and the Tehama County Office of Education when taking these actions based on performance of duties under this Agreement. The applicable bargaining unit memorandum of understanding, City of Red Bluff personnel rules, and all other terms and conditions for employment as an employee of the City of Red Bluff will apply to the incumbent's employment during

the term of this agreement. The incumbent shall not be considered an employee of the County of Tehama for any purpose.

City shall maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement for the purpose of audit review in connection with billing, payment, and performance of the duties set forth herein.

City shall request that the Vista Preparatory Academy provide quarterly reports regarding the assigned officer's performance of services under this Agreement, and shall submit those reports to the County. If the Vista Preparatory Academy does not provide such a report in any quarter, the City shall provide its own report to the County detailing the assigned officer's activities under this Agreement.

4. RESPONSIBILITIES OF THE COUNTY.

County shall compensate City for said services pursuant to Section 5 and 6 of this Agreement. Upon tender of the payments required hereunder, County's obligations under this Agreement shall be fully performed, and County shall have no further obligation to City.

5. COMPENSATION.

For work satisfactorily performed in accordance with the terms of this Agreement, County shall reimburse City for the actual cost incurred for the salary and benefits of the 0.5 FTE police officer provided hereunder. The Maximum Compensation payable under Agreement shall not exceed \$40,000 during the term of this agreement. City shall not be paid any amount in excess of the Maximum Compensation amount set forth above under any circumstances, and City agrees that County has no obligation, whatsoever, to pay or reimburse for any expenditures by City that exceed the Maximum Compensation amount. City shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by City after the expiration or other termination of this Agreement. Should City receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract or in excess of the Maximum Compensation amount shall not constitute a waiver of County's right to recover such payment from City. This provision shall survive the expiration or other termination of this Agreement. City 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.

Notwithstanding any other provisions of this Agreement, County's liability under this Agreement shall be limited to the funds received by County from the State of California pursuant to California Constitution, article XIII, section 36 and Government Code sections 30025 et seq. for purposes set forth herein; County shall have no liability whatsoever under this Agreement for any amount in excess of the amount of funds

received by County from the State of California pursuant to California Constitution, article XIII, section 36 and Government Code sections 30025 et seq. for purposes set forth herein. Nothing herein shall be deemed to obligate the County to provide or expend any monies from the County General Fund or any fund other than the County Local Revenue Fund 2011.

6. BILLING AND PAYMENT.

City shall submit a quarterly invoice to County at the address listed below within thirty (30) days of the end of each quarter. For purposes of this agreement, the term "quarter" is defined as three (3) month time periods ending September 30, December 31, March 31, and June 30, for the term that this agreement remains in effect. County shall make payment of all undisputed amounts within 30 days of receipt of City's invoice.

7. TERM OF AGREEMENT.

This agreement shall be effective upon July 1, 2025, and shall end at midnight on June 30, 2026.

8. TERMINATION OF AGREEMENT.

- A. If City fails to perform its duties to the satisfaction of County, or if City fails to fulfill in a timely and professional manner its obligations under this agreement, or if City violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to City.
- B. Either party may terminate this agreement without cause on 30 days' written notice. County shall pay City for all work satisfactorily completed as of the date of notice.
- C. Either party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement or should the Tehama County Board of Supervisors decline to appropriate funding for this agreement in any fiscal year.
- D. County's right to terminate this agreement may be exercised by its Board of Supervisors or Chief Administrator.

9. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.

City and City's employee(s) provided under this agreement shall keep themselves fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the services set forth in this agreement. Without limiting the generality of Section 13, City shall defend, indemnify and hold the County, its elected officials, officers, and employees free and

harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

10. ENTIRE AGREEMENT; MODIFICATION.

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. City 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. City specifically acknowledges that in entering into and executing this agreement, City relies solely upon the provisions contained in this agreement and no others.

11. NONASSIGNMENT OF AGREEMENT.

Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. INDEPENDENT CONTRACTOR STATUS.

City and City's employees shall, during the entire term of this agreement, be construed to be an independent contractor of County, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which City performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by City shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent efficient and satisfactory manner. City shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of City, were City or its employee(s) a County employee. County shall not be liable for deductions for any amount for any purpose from City's or City's employees' compensation. City and City's employees shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall City or its employees be eligible for any other County benefit. City and any employee(s) provided by City under this agreement shall not be employees of Tehama County. City has full rights to manage its employees, subject to the requirements of the law. City shall be responsible for making any and all social security withholding, income tax withholding, or any other wage withholding of any nature required from the compensation paid to its employees, including all employees provided under this agreement.

Without limiting the generality of the foregoing, the 0.5 FTE police officer provided by City to perform services under this Agreement shall remain an employee of City, and shall not be deemed to be an employee of the County for any purpose. City

will be responsible for all withholding and deductions from the 0.5 FTE police officer's compensation, and for the provision of workers compensation insurance for such 0.5 FTE police officer.

13. INDEMNIFICATION.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:

City shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of City's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. City shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. City shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to City's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

14. INSURANCE.

City shall secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to the County. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided to the County.

15. NON-DISCRIMINATION.

Neither party shall 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.

16. NOTICES.

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:

If to COUNTY:

Pam Gonzalez, Chief Probation Officer
County of Tehama, Probation
727 Oak Street
Red Bluff, CA 96080

If to CITY:

Tom Westbrook, City Manager
City of Red Bluff
555 Washington Street
Red Bluff, CA 96080

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

17. GREEN PROCUREMENT POLICY.

City shall make reasonable efforts to conform to Tehama County Resolution No. 49-2002, the Green Procurement Policy. This Policy encourages recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products.

18. 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.

19. AUTHORITY TO BIND.

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 purporting to act.

IN WITNESS WHEREOF, County and City have executed this Agreement on the day and year set forth below.

Date: _____

COUNTY OF TEHAMA

By: _____
Chairperson,
Tehama County Board of Supervisors

Date: 5/6/25

CITY OF RED BLUFF

By Kris Deiters
Kris Deiters, Mayor,
City of Red Bluff

APPROVED AS TO FORM:

Tehama County Counsel

SRM
Red Bluff City Attorney