

**INTERAGENCY MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND THE TEHAMA COUNTY DISTRICT ATTORNEY**

This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as “DSS” and the Tehama District Attorney Bureau of Investigation, hereafter referred to as “DA”, for the purpose of providing security personnel in the Red Bluff Social Services Office.

1. **RESPONSIBILITIES OF DA**

During the term of this agreement, DA shall provide services in accordance with the Scope of Work, Exhibit C, and Exhibit B (Debarment, Suspension, and Other Responsibility Matters) attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF DSS**

DSS shall compensate DA for said services pursuant to Section 3 and 4 of this agreement and provide services as listed in the Scope of Work, Exhibit C.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by DSS, DA shall invoice DSS at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit D. The Maximum Compensation payable under Agreement shall not exceed \$130,040. DA may, with DSS approval, reallocate funds among each of the major cost categories listed in Exhibit “D”, to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. DA 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. DA shall have no claim against DSS for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by DA after the expiration or other termination of this Agreement. DA shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and DA agrees

that DSS has no obligation, whatsoever, to compensate or reimburse DA for any expenses, direct or indirect costs, expenditures, or charges of any nature by DA that exceed the Maximum Compensation amount set forth above. Should DA receive any such payment it shall immediately notify DSS and shall immediately repay all such funds to DSS. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month following the invoice period, DA shall submit to DSS an itemized invoice (Exhibit E) for all services rendered during the preceding billing period. Quarters ending in September, December, and March shall be invoiced within 30 days of the quarter's end (October, January, and April, respectively). For the quarter ending in June, DA shall submit an invoice for services rendered during April and May by June 15th; An invoice including June services shall be submitted within July. DSS shall make payment of all undisputed amounts within 30 days of receipt of DA's invoice. DSS shall be obligated to pay only for services properly invoiced in accordance with this section.

In the budget Exhibit D, "one-time expense" items are intended for the stated purpose in the specific line item. As such, these funds may not be reallocated without prior written approval from DSS.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, DA shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. DA will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on 7/1/2026 and shall terminate 06/30/2027, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If DA fails to perform his/her duties to the satisfaction of the DSS, or if DA fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if DA violates any of the terms or provisions of this agreement, then the DSS shall have the right to terminate this agreement effective immediately upon the DSS giving written notice thereof to the DA. Either party may terminate this agreement on 30 days' written notice. DSS shall pay DA for all work satisfactorily completed as of the date of notice. DSS may terminate this agreement 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 agreement in any fiscal year.

The DSS's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. DA 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. DA specifically acknowledges that in entering into and executing this agreement, DA relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

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

10. **INSURANCE**

DSS acknowledges that DA participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors. DSS further

acknowledges that DA is required to contribute a portion of the funds necessary to operate this program.

11. **NON-DISCRIMINATION**

DA 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.

12. **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. DA shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by DA 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 the DSS immediately.

14. **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.

15. **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.

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:

NOTICES TO DSS:	NOTICES TO DA:
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Matt Rogers, District Attorney 444 Oak Street, Room L Red Bluff, CA 96080 Phone: 530-527-3053
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	PERSON RESPONSIBLE FOR REPORTING:
Shannon Anthony, Deputy Director of Operations Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to santhony@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4060 Fax: 530-527-5410	Jeff Wing 725 Jefferson Street Red Bluff, CA 96080 Phone: 530-529-3590
INVOICES SUBMITTED TO DSS:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR AccountsPayable@tcdss.org	Theresia Sweeney Tehama County District Attorney's Office PO Box 8189 Red Bluff, CA 96080 Phone: 530-527-3053

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

17. **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.

18. **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.

19. **NON-EXCLUSIVE AGREEMENT**

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

20. **HAZARDOUS MATERIALS**

DA shall provide to DSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by DA, or any of its Subcontractors, in connection with the services on County property. DA shall provide DSS with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by DA, or any of its Subcontractors, during the performance of the services. DSS shall provide Safety Data Sheets for any Hazardous Materials that DA may be exposed to while on County property.

21. **HARASSMENT**

DA agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

22. **EXHIBITS**

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

23. **STANDARDS OF THE PROFESSION**

DA 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 DA has been properly licensed to practice.

24. **LICENSING OR ACCREDITATION**

Where applicable the DA shall maintain the appropriate license or accreditation through the life of this contract.

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. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by DA during the term of this agreement for any purpose related to the agreement shall become the property of the DSS. DA shall deliver, upon full payment by the DSS for services rendered hereunder, all such materials to DSS.

27. **DOCUMENTS AND RETENTION**

1. DA and DSS agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, DA shall make available these records to the DSS, State, or Federal government representatives.
2. DA shall provide DSS all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by DA pursuant to this agreement, should this agreement be terminated.
3. DA shall develop and maintain records concerning the services provided pursuant to this agreement. DA shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. DA shall fully cooperate with the DSS in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

DA shall not employ sexual harassment or 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. DA shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. **CONFLICT OF INTEREST**

DA and DA's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

30. **CONFIDENTIALITY**

The intent of this agreement is for the DA to provide security personnel. However, should specific information regarding the DSS's clients become known to DA, the following confidentiality rules shall apply:

- a. DA shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
 - 1.) All applications and records concerning any individual made or kept by DA shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. DA shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the DA agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The DA understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section

56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

31. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the DSS or the DA, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

32. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The DSS may monitor the DA's performance to assure compliance with the terms, conditions, and specifications of this agreement.

DA shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to DSS at any time. This shall include informing recipients of their right to a State hearing.

The DSS may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the DA or any person employed by DA, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

33. **MISCELLANEOUS PROVISIONS**

DA will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, DA is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, DA is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean

Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

34. **DUPLICATION OF SERVICES AND REFERRALS**

DA, DA s' employees and partners, and any Sub-contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

DA certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of DSS funding.

EXHIBIT A

NONDISCRIMINATION CLAUSE

The DA agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51-et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the DA agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the DA directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT B

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

- A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
 - iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility
- C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.
- D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.
- E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.
- F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.
- H) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT C

SCOPE OF WORK

Security Services – Tehama County District Attorney Bureau of Investigation (TCDABI)

TCDABI agrees to:

- Provide on-site uniformed District Attorney Investigator (DA Investigator) assigned to security at the following County location:
 - Tehama County Department of Social Services
310 South Main Street
Red Bluff, CA 96080
- Supply adequate staffing to provide security services (further outlined below) to allow for a schedule of full coverage during DSS's hours of operation (Monday through Friday, 8:00 a.m. – 5:00 p.m.).
- Have designated staff (Services Division Acting Investigator Supervisor) that will provide oversight and supervision for the Extra-Help DA Investigators hired for security services.
- All security services will be provided by DA Investigators (830.1 PC peace officers) who are compliant with all POST requirements.
- DA Investigators will wear an agreed upon uniform and perform the following duties:
 - Provide good customer service and a positive image in appearance, attitude, courtesy, and job knowledge.
 - Provide a visible presence in monitoring the facilities (e.g. foot patrol of the buildings including staff parking lot, lobby, and work areas).
 - Diffuse arguments or disturbances with the public and/or employees, whether it is inside and/or outside the facility.
 - Interact with staff and public, respond to calls for service by staff at the main building, be present during appointments with public deemed to be a problem or a threat to staff or public, make arrests when appropriate, etc.
 - Comply with all laws and government ordinances and adhere to DSS policy, guidelines and regulations regarding confidentiality, civil rights and mandated reporting requirements, etc.
 - Assist DSS staff during evacuations or emergency situations. Assistance could include directing vehicular traffic and/or close interface with Law Enforcement.
 - Upon request, escort DSS staff to their vehicles at the end of the employee's shift.
 - Follow department policies regarding the viewing of security video.
 - Comply with all TCDABI policies.
- Submit timely reports to the DSS point of contact. Reports are described below:
 - DA Investigators shall comply with current TCDABI report writing policy when a written report is required. TCDABI will provide a copy of all reported incidents that occur to DSS after Supervisor approval.
 - DA Investigators shall make entries in a Daily Log Book. The entries shall note the Investigator's name, when they came on duty and when they go off duty. They shall enter a written summary of any activity throughout the day and in no event shall the entries be written later than the end of their shift. The log book shall be reviewed by TCDABI Supervisor and/or DSS Administrative staff as needed.
- Collaborate with DSS in order to establish agreed upon policies and procedures concerning the following; weapons, hostile clients, etc.

- The Chief and/or Division Supervisor will meet with DSS as needed and at least quarterly to discuss the status of this agreement and make any necessary adjustments in order to meet the desired outcomes.
- Procure safety equipment to be reimbursed by DSS through this contract. Standard safety equipment required by California law for peace officers includes, but is not limited to; handgun, Taser, and radio. Safety equipment will be turned in to TCDABI whenever staff leave employment and remains property of Tehama County.
- Review access provided to all TCDABI personnel at least once per month and notify DSS of any changes required.
- Notify DSS of any TCDABI personnel who no longer require access to DSS facilities as soon as possible, but no later than 24 hours of that access no longer being required. This notice is required for reasons including, but not limited to, termination, transfer, reassignment of duties, leave of absence longer than 2 weeks, or any other reason for which access is no longer required.
- Secure all devices that allow access to DSS facilities and notify DSS immediately upon knowledge of lost badges or keys that allow access to DSS facilities.
- Upon request, provide DSS with a current list of TCDABI personnel and (sub) contractors, including job descriptions, with privileges to access DSS facilities. DSS may, at its sole discretion, revoke access provided to any TCDABI personnel or (sub)contractor for any reason at any time, without prior notice.

DSS agrees to:

- Supply TCDABI with an on-site primary point of contact for the DA Investigators.
- Collaborate with TCDABI in order to establish agreed upon policies and procedures concerning the following; weapons, hostile clients, etc.
- Provide TCDABI with the necessary information and training regarding DSS policy, guidelines and regulations regarding confidentiality, civil rights, and mandated reporting requirements, evacuation procedures, etc.
- Purchase necessary equipment to facilitate security services.
- As outlined in the budget (Exhibit D) of this agreement, DSS will reimburse TCDABI for costs associated with DA Investigators maintaining POST training certification including lodging, meals and fees for the courses. DSS will not reimburse for staff time to complete POST academy recertification courses for new hires needing to update POST certification. DSS will pay for training costs associated with investigators working at DSS as their primary assignment.

EXHIBIT D BUDGET

BUDGET	If needed for more space, insert or delete rows, or attach another page(s).	Budget Start Date:	July 1, 2026
		Budget End Date:	June 30, 2026
CONTRACTOR NAME AND ADDRESS	PURPOSE/TITLE OF CONTRACT: DSS-Security		
Tehama County District Attorney's Office	PROGRAM CONTACT		
P.O. Box 519	Name: Jeffery Wing		
Red Bluff, CA 96080	Telephone: 530-529-3590	Name: Theresia Sweeney	
	Email: wing@tehama.gov	Telephone: 530-527-3053	
		Email: tsweeney@tehama.gov	
BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.			TOTAL CONTRACT BUDGET
DIRECT SALARIES			
	Annual Salary	FTE (% of time)	
Investigators EH (regular: 45 hrs./week x 52 weeks x \$37.05/hr.; possible additional: 2 hrs./week x 52 weeks x \$37.05/hr.; annual training: 460 hrs. x \$37.05/hr./ (total hours = 2,904 hours for FY 26/27). (Budget includes an hourly pay rate increase for EH investigators)	\$ 37.05	5 EH Employees	\$ 107,593
			-
			-
			-
DIRECT BENEFITS/FRINGE			
OASDI		7.65%	\$ 8,231
Unemployment Insurance		0.20%	\$ 215
Workers' Compensation Insurance (estimated for FY 26/27)			\$ 1,501
			-
DIRECT SALARIES & BENEFITS TOTAL			\$ 117,540
DIRECT COSTS			
	Quantity	Cost	
Liability Insurance (estimated for FY 26/27)		\$ 900.00	\$ 900
Maintenance of Equipment (law enforcement equipment)		\$ 2,500.00	\$ 2,500
Office Expense (paper, pencils, etc.)		\$ 200.00	\$ 200
Professional Services Expense:			-
- one time expense: physical at \$250 per EE x 2		\$ 500.00	\$ 500
- one-time expense: psych evaluation at \$600 per EE x 2		\$ 1,200.00	\$ 1,200
- one-time expense: fingerprinting at \$100 per EE x 2		\$ 200.00	\$ 200
Special Department Expense:			-
- annual expense: ammunition (POST required range qualifications)		\$ 2,500.00	\$ 2,500
- one-time expense: uniforms at \$250 per EE x 2		\$ 500.00	\$ 500
- one-time expense: safety vests at \$1,000 per EE x 2		\$ 2,000.00	\$ 2,000
Travel Expense:			-
- annual expense: POST perishible skills training at \$400 per EE x 5		\$ 2,000.00	\$ 2,000
			-
			-
			-
			-
			-
DIRECT COSTS TOTAL			\$ 12,500
INDIRECT SALARIES			
			\$ -
			\$ -
			\$ -
INDIRECT BENEFITS/FRINGE			
			\$ -
			\$ -
			\$ -
INDIRECT SALARIES & BENEFITS TOTAL			\$ -
INDIRECT COSTS			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
INDIRECT COSTS TOTAL			\$ -
TOTAL BUDGET			\$ 130,040
Is contractor for-profit?	<input type="checkbox"/>	Yes, enter amount of profit:	\$ -

**EXHIBIT E
SAMPLE INVOICE**

INVOICE		Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).		
CONTRACTOR NAME AND ADDRESS		INVOICE #:	FOR MONTH(S)/YEAR:	
0				
0		CONTRACT #:	PURPOSE/TITLE OF CONTRACT	
0			0	
BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
DIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
TOTAL INVOICE		\$ -		
TOTAL CONTRACT	\$ -		\$ -	\$ -