

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEHAMA COUNTY
SHERIFF'S OFFICE AND THE TEHAMA COUNTY DEPARTMENT OF SOCIAL
SERVICES FOR INTERPRETING SERVICES**

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 Department of Social Services ("TCDSS").

RECITALS

WHEREAS, TCSO desires to retain the services of a bilingual Spanish/English County employee who is certified to provide interpreting services in order to fulfill its investigative and other functions.

WHEREAS, TCDSS employs certified persons who have the expertise and capability to provide the necessary Spanish/English interpreting services and is agreeable to render the aforesaid services.

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

1. RESPONSIBILITIES OF TCDSS

During the term of this MOU, TCDSS shall provide to the Lieutenant of the Operations Division of TCSO ("Lieutenant") a list of TCDSS employees that are qualified and certified as Spanish/English interpreters. , On a request any personnel in the TCSO who has been authorized by the Lieutenant to make such a request TCDSS shall provide one of the certified interpreters from the list, as available, for interpreter services, and that employee shall promptly respond by telephone or in person to any location within Tehama County, as requested by TCSO, and shall provide interpreter services to TCSO Staff. The Services hereunder shall not be provided in any manner that violates any applicable collective bargaining agreement or causes any employee to work out-of-class. Nothing herein shall require TCDSS to perform any services under this MOU if TCDSS has insufficient available personnel to provide such services and to perform its other duties as required by law.

2. RESPONSIBILITIES OF TCSO

TCSO shall timely compensate TCDSS for said services pursuant to Section 3 and 4 of this MOU.

3. COMPENSATION

TCSO agrees to reimburse TCDSS for all costs incurred by TCDSS in performing the services set forth in the Section above (including any overtime, on-call, standby, or call-back compensation

costs), at TCDSS's actual cost (including indirect costs allowable under United States Office of Management and Budget Circular A-87). TCDSS 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. TCDSS shall have no claim against TCSO for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by TCDSS after the expiration or other termination of this MOU. This provision shall survive the expiration or other termination of this MOU.

4. BILLING AND PAYMENT

On or before the 15th of each month, TCDSS shall submit to TCSO an itemized statement for all services rendered during the preceding calendar month. The statement shall include the timecard(s) and wages of the personnel that provided services hereunder. TCSO shall make payment of all undisputed amounts within 30 days of receipt of TCSO's invoice. TCSO shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF MOU

This MOU shall commence on August 20, 2025 and shall terminate August 19, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF MOU

If TCDSS fails to perform his/her duties to the satisfaction of TCSO, or if TCDSS fails to fulfill in a timely and professional manner his/her obligations under this MOU, or if TCDSS violates any of the terms or provisions of this MOU, then TCSO shall have the right to terminate this MOU effective immediately upon TCSO giving written notice thereof to TCDSS. TCSO 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. TCDSS's right to terminate this MOU may be exercised by the Director of the Social Services Department. 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 August 19, 2028, in accordance with this section, TCSO shall pay TCDSS 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. INSURANCE

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

9. 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.

10. 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 or by email to the following addresses:

NOTICES TO TCDSS:	NOTICES TO TCSO:
Bekkie F. Emery, Director of Social Services P.O. Box 1515 Red Bluff, CA 96080 Phone: 530-527-1911	Dave Kain, Sheriff-Coroner Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-527-7900
INVOICES SUBMITTED TO TSCO:	PERSON RESPONSIBLE FOR INVOICES:
Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 OR delivered in person to: 22840 Antelope Blvd., Red Bluff, CA 96080 Fax: 530-529-7933	County Social Services PO Box 1515 Red Bluff, CA 96080 Phone: 530-527-1911

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

11. NON-EXCLUSIVE AGREEMENT

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

12. STANDARDS OF THE PROFESSION

TCDSS 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 TCDSS has been properly licensed to practice.

13. LICENSING OR ACCREDITATION

TCDSS shall take steps necessary to ensure the employees on TCDSS employees that are qualified and certified as Spanish/English interpreters, maintain the appropriate license(s) or accreditation(s) throughout the life of this contract.

14. 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.

15. 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.

<<Signature Page Immediately follows this page>>

IN WITNESS WHEREOF, TCDSS 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 DEPARTMENT OF SOCIAL SERVICES

Date:

Sept 2, 2025

Bekkie F. Emery
Bekkie F. Emery, Director

TEHAMA COUNTY SHERIFF'S OFFICE

Date:

Dave Kain, Sheriff -Coroner