

**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 Computer Voice Stress Analyzer ("CVSA") examinations to pre-employment applicants to TCP. The CVSA examinations would help provide pertinent information for TCP to make informed decisions about applicants as the CVSA is used for truth verification; 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 Scope of Work, Exhibit A, attached hereto and made a part of this MOU. TCSO agrees to perform said services upon written request of TCP. These additional services could include, but not limited to, any of the following:

- A. Serving as a witness in any litigation or other proceedings involving the services
- B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract
- C. Make available all pertinent data and records related to the services provided by TCSO pursuant to this MOU at the request of TCP.

**2. RESPONSIBILITIES OF TCP**

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

**3. COMPENSATION**

TCSO shall be paid the sum of \$400.00 for each CVSA examination conducted. The maximum compensation payable under MOU shall not exceed \$8,000.00 per year. TCSO will be responsible for any additional costs associated with the need for a 2<sup>nd</sup> opinion or re-examinations.

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 6 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 CVSA Examiner 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**

### **Scope of Work**

#### **Truth Verification with a Computer Voice Stress Analyzer (CVSA)**

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

- A. Maintain a qualified CVSA Examiner-A person who has satisfactorily completed training by a recognized instructor in truth verification and the use of the CVSA. In addition, re-certification must be successfully completed every two (2) years.
  - The CVSA Examiner will review the available information pertaining to the applicant prior to administering the examination.
  - Any structured examination using the CVSA must be authorized by the Sheriff-Coroner.
  - The CVSA examiner will provide and obtain the form necessary for the examinee to provide the knowing and voluntary agreement.
  - All CVSA Examiners will maintain a record of all examinations they have conducted.
  - The CVSA Examiner can receive a second opinion on examinations from another certified examiner. Only if the examiner and computer's internal "FACT" do not agree. This results in a cold call.
  - The CVSA Examiner will refrain from examinations that may compromise his/her integrity. Any tests of friends, relatives, or persons the examiner has a relationship with which represents a conflict of interest must be conducted by a neutral examiner.
  - In the event an examiner declines to administer an examination, and the decision is questioned, a second opinion from a CVSA examiner is recommended.
- B. Examination for pre-employment screening
  - CVSA examinations shall be used in the selection process for law enforcement employment. This is to ensure the following:
    - Suitability
    - Verify accuracy and completeness of information on the application
    - Resolve questions or conflicts arising during the background investigation
    - Discover previous criminal or other disqualifying behavior
    - Deter those seeking to penetrate law enforcement departments for improper purposes



- Questions to be asked will be provided to an applicant just prior to and at the location of the test so applicants can have sufficient time to review and ask the examiner questions.
- The CVSA examiner will review the questions with the applicant prior to the formal examination.
- The CVSA will not be the single determinant of employment status. However, admissions made before, during, or after the examination may be used to show cause.

C. Persons who may be tested

- Any individual who knows right from wrong.
- Tests are conducted at the discretion of the examiner.



**EXHIBIT B**  
**COUNTY OF TEHAMA**  
**SHERIFF'S OFFICE**

PO BOX 729  
RED BLUFF, CA 96080  
PHONE: (530) 529-7950 FAX: (530) 529-7933

**To:**

Tehama County Probation Dept.  
P.O. Box 99  
Red Bluff, CA 96080

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

**Customer No:** \_\_\_\_\_

**Invoice No:** \_\_\_\_\_

**Total Due:** \_\_\_\_\_

Page # 1 of 1

Please submit payment to TCSO: Attn: Accounts Receivable

Description	Quantity	Unit Cost	Unit of Meas	Total Cost

Prepared by: ALICIA HOUGHTBY ADH 530-528-8979 x 4017

**TERMS: Due upon receipt**

Please Detach And Return With Your Remittance

**COUNTY OF TEHAMA**  
**SHERIFF'S OFFICE**

PO BOX 729  
RED BLUFF, CA 96080  
PHONE: (530) 529-7950 FAX: (530) 529-7933

Tehama County Probation Dept.

**Customer No:** \_\_\_\_\_

**Invoice No:** \_\_\_\_\_

**TOTAL DUE** \_\_\_\_\_

Reminder: Please include customer # on check

**Amount of remittance:** \_\_\_\_\_