

**INTERAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TEHAMA COUNTY DISTRICT ATTORNEY'S OFFICE  
AND TEHAMA COUNTY DEPARTMENT OF EDUCATION**

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This INTERAGENCY Memorandum of Understanding is entered into between the Tehama County Department of Education, hereafter referred to as ("TCDE") and the Tehama County District Attorney's Office, hereafter referred to as ("County"), for the purpose of providing a 0.5 full time equivalent (FTE) Investigator for a two-year period, who shall be employed by COUNTY, and who shall serve as a School Resource Officer who will be assigned to work within TCDE and serve Tehama County schools during the school year.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, COUNTY shall appoint and assign one 0.5 FTE Investigator for a two-year period, who shall be considered an employee of Tehama County, to perform the following duties:

The Investigator shall be assigned by COUNTY to TCDE for 50% of Full Time Equivalent hours. While assigned to TCDE, the Investigator will provide law enforcement services and perform the duties of a School Resource Officer (to include School Attendance Review Board Officer duties to TCDE, schools and students) for TCDE.

The Investigator will perform duties for COUNTY during the remaining 50% of their Full Time Equivalent hours during the term of this Agreement. The duties for this position are described in the attached Tehama County classification specification (Exhibit "A").

COUNTY shall provide supervision and training sufficient for the employee to perform the duties required under this agreement. County shall be the appointing authority for the Investigator, and as such will have the full authority to appoint, terminate, evaluate, and discipline the incumbent Investigator. COUNTY will consult with TCDE when taking these actions based on performance of duties under this Agreement. The applicable bargaining unit memorandum of understanding, Tehama County Code, Tehama County Policies and Procedures and all other terms and conditions for employment as an employee

of Tehama County will apply to the incumbent Investigator's employment during the term of this agreement. The incumbent Investigator shall not be considered an employee of TCDE for any purpose.

**2. RESPONSIBILITIES OF**

During the term of this agreement, TCDE shall coordinate with COUNTY to provide performance feedback.

TCDE shall compensate COUNTY for said services pursuant to Section 3 and 4 of this Agreement.

**3. COMPENSATION**

TCDE shall reimburse COUNTY for the actual cost incurred for the salary, benefits, and overhead (determined pursuant to United States Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments) of the 0.5 FTE provided hereunder. The salary and benefit data for this position are described in the attached School Resources Office Salary and Benefits Sheet (Exhibit "B"). The Maximum Compensation payable under Agreement shall not exceed \$99,326 for the first year and \$100,809 for the second year, for a total not to exceed \$200,135 (two hundred thousand one hundred thirty-five dollars) during the term of this two-year agreement.

**4. BILLING AND PAYMENT**

COUNTY shall submit a quarterly invoice to TCDE 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 three (3) month time periods ending September 30, December 31, March 31, and June 30, for the term that this agreement remains in effect. TCDE shall make payment within 30 days of receipt of COUNTY's invoice.

**5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025, and shall terminate at midnight on June 30, 2027, unless terminated in accordance with section 6. below.

**6. TERMINATION OF AGREEMENT**

- A. Either party may terminate this agreement without cause on 30 days' written notice. TCDE shall pay COUNTY for all work satisfactorily completed as of the date of notice.
- B. 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.
- C. COUNTY's right to terminate this Agreement may be exercised by its Board of Supervisors, Chief Administrator, or Tehama County District Attorney, or his or her designee.

**7. ENTIRE AGREEMENT; MODIFICATION**

This agreement for services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. COUNTY and TCDE specifically acknowledge that in entering into and executing this Agreement, both parties rely solely upon the provisions contained in this Agreement and no others.

**8. 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.

**9. PROFESSIONAL COMPETENCE AND LICENSURE**

COUNTY represents and warrants that COUNTY and COUNTY's employee(s) provided under this Agreement are skilled in the professional calling necessary to perform all services, duties, and obligations required by this Agreement. County shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

## **10. EMPLOYMENT STATUS**

COUNTY shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow TCDE to exercise discretion or control over the professional manner in which COUNTY performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by COUNTY shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of TCDE is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. COUNTY staff performing services under this Agreement shall at all times remain employees of COUNTY and shall not be deemed employees of TCDE for any purpose. COUNTY shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for and COUNTY employee providing services under this Agreement.

## **11 INDEMNIFICATION**

COUNTY shall hold harmless, defend, and indemnify TCDE, its agents, officers, and employees, against all claims, suits, actions, costs, expenses, (including but not limited to reasonable attorney's fees, expert fees, litigations costs, and investigation costs), damages judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of TCDE) being damaged by the negligent acts, willful acts, or errors or omissions of COUNTY, or any person employed by or under COUNTY in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence of intentional wrongdoing of TCDE.

TCDE shall hold harmless, defend, and indemnify COUNTY, its agents, officers, and employees, against all claims, suits, actions, costs, expenses, (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of COUNTY) being damaged by the negligent acts, willful acts, or errors or omissions of TCDE, or any person employed by or under TCDE in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence of intentional wrongdoing of COUNTY.

**12. INSURANCE**

County and TCDE shall each 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 each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

**13. 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 or race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**14. DOCUMENT RETENTION AND REPORTING**

COUNTY and TCDE agree to retain all documents relevant to this Agreement for 7 (seven) years from the termination of the Agreement or until all Federal and/or State audits are complete, whichever is later. Upon request and during normal business hours, COUNTY will make available for examination and/or duplication all records with respect to matters covered in this Agreement.

COUNTY acknowledges to the extent such activities are required or permitted by law or regulations, TCDE, the State or Federal government have the right to observe, monitor, evaluate, audit, examine and investigate all of COUNTY's activities associated with this Agreement.

**15. CONFIDENTIALITY**

The parties acknowledge that COUNTY, providing services hereunder, may develop or possess information that is made confidential by law, including, but not limited to,



Welfare and Institutions Code section 827. TCDE shall not be entitled to receive any such confidential information unless such disclosure is otherwise authorized by law.

**16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

Both parties 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.

**17. LAW AND VENUE**

This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws, 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.

**18. 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 purporting to act.

**19. 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:**

Matthew D. Rogers  
District Attorney  
Tehama County District Attorney's Office  
P.O. Box 519  
Red Bluff, CA 96080

**If to TCDE:**

Rich DuVarney  
Superintendent  
Tehama County Department of Education  
1135 Lincoln Street  
Red Bluff, CA 96080

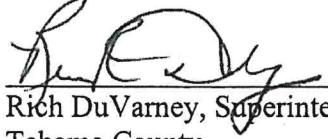
Notice shall be deemed to be effective two days after mailing.

**IN WITNESS WHEREOF**, COUNTY and TCDE have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representative from all parties.


**TEHAMA COUNTY BOARD OF SUPERVISORS**

Executed at Red Bluff, California \_\_\_\_\_, by \_\_\_\_\_  
Date Chairperson

**TEHAMA COUNTY DEPARTMENT OF EDUCATION**

Executed at Red Bluff, California 6-5-25, by   
Date Rich DuVarney, Superintendent  
Tehama County  
Department of Education

**TEHAMA COUNTY DISTRICT ATTORNEY'S OFFICE**

Executed at Red Bluff, California 6/9/25, by   
Date Matthew D. Rogers, District Attorney  
Tehama County  
District Attorney's Office

Approved as to form:

Tehama County, County Counsel

\_\_\_\_\_  
Date