

**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 maintenance on their sewage grinder (AKA the Muffin Monster) at the Juvenile Hall located on 1790 Walnut Street, Red Bluff, CA 96080.

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.

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 \$850.00 for each maintenance call provided in conjunction with the sewage grinder. Additional services and repairs performed by TCSO will be charged at an hourly rate of \$100.00. The Maximum Compensation payable under MOU shall not exceed \$8,000.00 per year. 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 the appropriate license(s) or accreditation(s) throughout the life of this contract.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

Maintenance of the Sewage Grinder

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

- A. Unbolt the hatch to the sewage grinder and climb into the vault with a designated ladder.
- B. Inspect all joints, connections, plumbing, and electrical components for any damage.
- C. Check the operation of the sump pump.
- D. Turn the power off to the sewage grinder and leave all the drains on bypass.
- E. Remove the torque nut to gain access to the torque bolts for jaws/cartridge.
- F. Torque the cartridge to 135 lbs.
- G. Remove three (3) different access covers.
- H. Inspect for wear, tear, or any damage.
- I. Grease all gears.
- J. Grease and zerk the fittings.
- K. Run to inspect.
- L. Close all three (3) access covers.
- M. Remove the designated ladder.
- N. Bolt the vault hatch door shut.
- O. Any repairs would be provided for additional charges.

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:

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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: