

# TEHAMA COUNTY BOARD OF SUPERVISORS

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Richard Stout  
County Counsel

Jennifer A. Vise  
Clerk of the Board  
(530) 527-3287

Board Chambers  
727 Oak Street, Red Bluff, CA 96080  
(530) 527-4655  
<http://www.co.tehama.ca.us>

## ADDENDUM

### AGENDA FOR TUESDAY, JUNE 8, 2021

#### 10:01 A.M.

1. SHERIFF'S DEPARTMENT - Sheriff Dave Hencratt
  - a) TRANSFER OF FUNDS: SHERIFF, B-97 - From Salary & Wages (2027-51010) to City of Red Bluff (2027-55527), \$15,000  
**(Requires 4/5's vote)**
  - b) AGREEMENT - Request approval and authorization for the Chairman to sign the Memorandum of Understanding between the County of Tehama and the City of Red Bluff for dispatch services, effective on 6/8/21 and shall expire on 10/1/21  
(Miscellaneous Agreement #2021-129)

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Office of the Clerk of the Board

MINUTES, AGENDAS, AGENDA MATERIAL, and ARCHIVED MATERIAL is available on our website at [www.tehamacountyca.igam2.com](http://www.tehamacountyca.igam2.com)



Board of Supervisors  
 Meeting Date: June 8, 2021  
 Prepared By: Dava Kohlman  
 Preparer Phone: 530-527-4655  
 Preparer Email: dkohlman@co.tehama.ca.us  
 Regular Item

## SHERIFF'S DEPARTMENT - Sheriff Dave Hencratt

### Requested Action(s)

- a) TRANSFER OF FUNDS: SHERIFF, B-97 - From Salary & Wages (2027-51010) to City of Red Bluff (2027-55527), \$15,000  
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- b) AGREEMENT - Request approval and authorization for the Chairman to sign the Memorandum of Understanding between the County of Tehama and the City of Red Bluff for dispatch services, effective on 6/8/21 and shall expire on 10/1/21  
 (Miscellaneous Agreement #2021-129)

### Financial Impact:

Red Bluff Police Department has calculated an hourly rate of \$95. The transfer of \$15,000 from Salary & Wages will cover the costs for the remainder of FY 2020-21. An amount of \$60,000 will be included in the FY 2021-22 Recommended Budget in 2027-55527 (City of Red Bluff) for services in July through September.

### Background Information:

The Tehama County Sheriff's Office Communications Center has many vacancies. At this time, the department has four out of eight positions filled with full-time employees. The department anticipates losing another Communications Dispatcher in the coming months. With so many vacancies, the Sheriff's Office is at the point where they will no longer be able to maintain a twenty-four-hour Communications Center.

To mitigate the impact to the community and the deputies, the department has negotiated an agreement with the City of Red Bluff in which the Red Bluff Police Department may assume some of the hours of operations for our Communications Center. The Police Department is willing to accommodate the county on a short-term basis, with the assumption that the Sheriff's Office can rebuild the communications work force. This transition is set to be implemented at midnight on June 8, 2021.

### Attachment List:

RBPD Dispatch Services\_Final (PDF)  
 Approval as to Form-19939RedBluff (PDF)  
 Transfer of Funds (PDF)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF TEHAMA AND THE  
CITY OF RED BLUFF FOR DISPATCH SERVICES**

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THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the County of Tehama and the City of Red Bluff

**R E C I T A L S**

**WHEREAS**, Tehama County Sheriff's Office (TCSO) requires assistance in providing dispatch services Monday through Sunday, seven days a week, during the hours of Midnight to 6:00 AM for the months of June, July, August, and September 2021; and

**WHEREAS**, Red Bluff Police Department (RBPd) is willing and able to provide such services under the terms and conditions set forth in this Agreement; and

**WHEREAS**, TCSO acknowledges that RBPd has certain limitations in providing Dispatch Services that include, but are not limited to, the following: Answering business line phone calls, confirming arrest warrants, completing hit confirmation requests, and handling other California Law Enforcement Telecommunications System (CLETS) information RBPd does not have access to.

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

**ARTICLE I**

**Scope of Services:** This MOU defines the roles and responsibilities of RBPd and TCSO regarding RBPd providing night-time Dispatch Services for TCSO.

RBPd is responsible for providing Dispatch services as set forth herein and subject to the limitations herein for TCSO from Midnight to 6:00 AM Monday through Sunday, seven days a week for the term of this Agreement. The coverage provided by RBPd will be handling 911 calls and radio traffic.

The parties further agree that at each shift change the following actions will need to be taken:

- TCSO - At 2355 hours, TCSO will call RBPd Dispatch and provide a briefing of all calls for service for each active or pending call on the board. TCSO will close all calls that can be

closed. TCSO will request activation of the 911 call routing switch and RBPB will activate the switch by midnight.

- RBPB – At 0555 hours, RBPB Dispatch will call TCSO, provide a debrief, and coordinate deactivation of the 911 call routing switch.

RBPB Dispatch will maintain all 911 call and radio audio recordings for discovery and California Public Records Act (PRA) requests as required by law.

RBPB Dispatch will utilize TCSO's CAD system to enter data concerning 911 calls and calls for service. Radio dispatching of TCSO Deputies will be via TCSO Channel 1. All costs associated with integrating TCSO's CAD system, radio system, or any other necessary equipment at RBPB will be the sole responsibility of the County, including all costs for hardware, software, labor, and maintenance.

It is understood that not all calls received via 911 are of an emergency nature. RBPB Dispatch will gather sufficient information from the caller to create a call for service and then notify the on duty TCSO patrol supervisor for direction about the call.

It is further understood by and between the parties that the agencies use different Call Types, Dispositions, and other table entries. It is within RBPB Dispatch's sole discretion to use the nearest match to which they are accustomed. Case numbers will be issued consecutively from the number provided by the TCSO CAD system.

RBPB Dispatch will assist TCSO with California Law Enforcement Telecommunications System (CLETS) entries on a limited basis. RBPB Dispatch will run Driver License, Registration, and Warrant checks upon request.

TCSO will supply reference material as needed to support patrol inquiries or special procedures. Ideally, this will be one or more electronic files that will be keyword searchable.

## ARTICLE II

**Term:** This Agreement shall become effective on June 8, 2021, and shall expire on October 1, 2021, unless terminated earlier, pursuant to the provisions under the Article titled "Termination" herein.

## ARTICLE III

**Compensation:** Reimbursement to RBPB for night-time Dispatch services shall be a total hourly rate of \$95.00 payable 30 days in arrears. RBPB will send a monthly invoice detailing the RBPB hours worked.

## ARTICLE IV

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE V

**Termination:** Either party may terminate this MOU upon ten (10) days written notice to the other. Either party may terminate immediately if financial interest or conflict of interest is discovered to exist regarding this MOU.

## ARTICLE VI

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Both parties attest that they have no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. RBPD and TCSO represent that they are unaware of any financial or economic interest of any public officer or employee relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled "Termination."

## ARTICLE VII

**Administrator:** The City Officer or employee with responsibility for administering this MOU on behalf of RBPD is Chief Kyle Sanders, or successor.

The TCSO employee with responsibility for administering this MOU on behalf of TCSO is Sheriff Dave Hencratt, or successor.

## ARTICLE VIII

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## Article IX

**Indemnity:** To the fullest extent of the law, TCSO shall defend, indemnify, and hold the City of Red Bluff harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the TCSO's activities or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, except for the sole or active negligence of the City, its officers and employees, or as expressly provided by statute. This duty of TCSO to indemnify and save City harmless includes the duties to defend set forth in California Civil Code Section 2778.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the dates indicated below.

**COUNTY OF TEHAMA**

By: \_\_\_\_\_  
Dave Hencratt, Sheriff

Dated: \_\_\_\_\_

**CITY OF RED BLUFF**

By: \_\_\_\_\_  
Kyle Sanders, Chief of Police

Dated: \_\_\_\_\_

**COUNTY OF TEHAMA**

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

\_\_\_\_\_  
Dennis Garton, Chairperson  
Tehama County Board of Supervisors

**CITY OF RED BLUFF**

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

\_\_\_\_\_  
Kris Deiters, Mayor  
City of Red Bluff

**E-Contract Review**  
**Approval as to Form**

Department Name: Sheriff

Vendor Name: City of Red Bluff.

Contract Description: Agreement for temporary use of dispatch services.

APPROVED AS TO FORM:



Date: 06/04/2021

Office of the Tehama County Counsel  
Richard Stout, County Counsel



Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

DEPARTMENT NAME Sheriff

Auditor Number 6-97

Date: June 8, 2021

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below for the following reason:

\*\*\*REQUIRED Emergency Dispatch Services with Red Bluff Police Department

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2027	-15,000 51010	Salary & Wages	\$ 15,000.00	2027	55527	City of Red Bluff	\$ 15,000.00
Total Journal			\$ 15,000.00	Total Journal			\$ 15,000.00

TRANSFER APPROVED

06/03/21

SIGNATURE OF REQUESTING OFFICIAL      DATE

Wade Jensen      4/4/21  
AUDITOR                      DATE

\_\_\_\_\_  
BOARD OF SUPERVISORS      DATE