

ORIGINAL

MEMORANDUM OF UNDERSTANDING #027-M1310 (A Nonfinancial Agreement)

Teen Court Program

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Superior Court of California, County of El Dorado, (hereinafter referred to as "Court") (collectively hereinafter referred to as the "Parties"). This MOU sets forth each agency's role and responsibilities relative to the County of El Dorado Teen Court Program.

RECITALS

WHEREAS, the County of El Dorado Health and Human Services Agency (hereinafter referred to as "HHS"), through its Alcohol and Drug Program, administers the County of El Dorado Teen Court Program (hereinafter referred to as "Program"), a local program that began in 1992 for County of El Dorado students in grades 8-12 who want to take an active role in the juvenile justice system; and

WHEREAS, the County of El Dorado Probation Department (hereinafter referred to as "Probation") is charged by statute (California Welfare and Institutions Code Section 601 et seq.) with making initial decisions regarding the disposition of most low-level juvenile offenses; and

WHEREAS, HHS and Probation are departments of the County of El Dorado and are overseen by its Board of Supervisors; and

WHEREAS, the Program requires a presiding judge to coordinate the planning, development, and implementation of the Program; and

WHEREAS, the Superior Court of California, County of El Dorado, has the responsibility, experience and expertise to provide required judicial services on behalf of the Program; and

WHEREAS, the coordination of Program-related services requires a collaborative effort between HHS, Probation, and Court to perform the services detailed herein in order to assist HHS in accomplishing the goals of the Teen Court Program; and

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

WHEREAS, County has determined that the provisions of these services provided by Contractor is in the public's best interest and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by the County of El Dorado Charter, Section 210(b)(6) and/or Government Code 31000.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE I

Scope of Services: In order to assure the Program's continued success, close coordination between all Parties involved is required and agreed to as follows:

A. HHSA shall:

1. Serve as the administrator of the Program.
2. Coordinate the Teen Court Advisory Board, which shall consist of a Presiding Judge, participating attorneys, Probation representatives, contracted treatment providers, parent volunteers, and HHSA staff. More particularly, the Teen Court Advisory Board shall
 - a. Oversee the Teen Court Program, shall adjust program guidelines and activities, and shall process them as appropriate.
3. Assign a Project Coordinator from its Alcohol and Drug Program ("ADP") staff who shall have general authority for implementing Program activities and maintaining compliance with all programmatic, administrative, and fiscal requirements of said Program. More particularly:
 - a. The Project Coordinator shall be an employee of HHSA and HHSA shall be wholly responsible for the manner in which the Project Coordinator's services are performed under this MOU.
 - b. The Project Coordinator shall have general authority for implementing program activities and maintaining compliance with all program, administrative, and fiscal requirements of the Program. More particularly, the Project Coordinator shall be responsible for:
 - i. Coordinating the Program with Superior Court and Probation; and
 - ii. Overseeing all Program activities; and
 - iii. Attending all required meetings, trainings, Teen Court sessions, and Advisory Board meetings; and
 - iv. Coordinating the recruitment and training of student jurors, student attorneys, student bailiffs and clerks, adult attorneys, and volunteers; and
 - v. Maintaining documentation of Program activities and outcomes; and
 - vi. Compiling all required reports, including progress reports, and providing said reports to Advisory Board Members; and
 - vii. Assisting with Program evaluation(s); and

- viii. Providing public relations activities including but not limited to the publication of Teen Court related articles in local newspapers and other local media outlets, presentation of information to the community, training for youth who will participate in the Program efforts, activities, and trainings; and
- ix. Identifying and linking with other associated countywide efforts and services to support collaborative efforts as they relate to the Teen Court Program; and
- x. Ongoing participation in the coordination and collaboration of the Program.

B. Probation shall:

- 1. Assist HHSA in meeting the goals of the Teen Court Program.
- 2. Assign a Probation Officer to the Program who shall remain the employee of Probation, which shall be wholly responsible for the manner in which the officer's services are performed under this MOU. More particularly, the assigned officer shall be responsible for:
 - a. Referring appropriate juvenile offenders to the Teen Court Coordinator for scheduling on Court Calendar; and
 - b. Conducting personal interviews with juvenile offenders and parents/guardians prior to Teen Court sessions; and
 - c. Monitoring and confirming completion of sentence by juvenile offenders; and
 - d. Exploring drug testing as an optional sentencing consideration for certain juvenile offenders in compliance with Federal, State, and local laws and regulations applicable to the implementation of drug testing and results reporting; and
 - e. Providing and overseeing all aspects of case management for juvenile offenders; and
 - f. Assisting in the training of student participants as jurors, attorneys, clerks, and bailiffs; and
 - g. Assisting in the coordination of participants, attorneys, and volunteers during the Teen Court sessions; and
 - h. Attending all required meetings, trainings, Teen Court sessions, and Advisory Board meetings; and
 - i. Compiling statistical data for year-end evaluation and reporting purposes during readily available data sources and completing year-end data report(s); and
 - j. Ongoing participation in the coordination and collaboration of the Program.

C. Court shall:

- 1. Provide a Presiding Judge to coordinate the planning, development, and implementation of the Program. More particularly, the Presiding Judge shall be responsible for:
 - a. Providing courtroom access; and
 - b. Presiding over Teen Court hearings; and
 - c. Ensuring that sentencing is congruent with standard juvenile justice procedures as it applies to sentencing; and
 - d. Assisting with bi-annual Teen Court trainings; and
 - e. Ongoing participation in the coordination and collaboration of the Program.

D. HHSA, Probation, and Court mutually agree to:

- 1. Perform the services listed herein to ensure the goals of the Teen Court Program are met.

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ARTICLE II

Term: This Agreement shall become effective upon final execution by both Parties hereto, shall be effective July 1, 2012, and shall automatically renew for successive one-year terms, from year to year thereafter, unless terminated earlier pursuant to the terms of this Agreement, including the provisions contained herein this Agreement under the Article(s) titled "Compensation" or "Default, Termination, and Cancellation."

ARTICLE III

Compensation: There is no remuneration associated with the MOU and none of the Parties hereto shall reimburse the other Parties for services performed under this MOU. HHSA's performance of this MOU is contingent upon receipt of the following funding:

- A. Federal Block Grant Substance Abuse Prevention and Treatment (SAPT) discretionary funding allocation from the State of California, Department of Alcohol and Drug Programs (ADP); and
- B. Alcohol Abuse Education and Prevention Penalty Assessment (Senate Bill 920) special revenue fund consisting of fines collected by the Courts for violations and convictions of alcohol-related offenses; and
- C. Controlled Substance Abuse Penalty Fee (Senate Bill 921) special revenue funds consisting of fines collected by the Courts for violations and convictions of drug-related offenses.

Services provided by HHSA under this MOU are paid for by the above funding and if said funds are reduced or eliminated, the Parties agree that this MOU may become immediately null and void and have no further force or effect. In the event that said funding is reduced or eliminated, HHSA will notify the Court and Probation within ten (10) working days upon notification of said funding reduction and shall advise the Court and Probation whether the MOU is to be modified or terminated.

ARTICLE IV

Independent Liability: County and Court are, and shall be at all times, deemed independent and wholly responsible for the manner in which they perform services required by the terms of this MOU. All Parties exclusively assume responsibility for acts of their employees, associates, and subcontractors, if there are any authorized herein, as they relate to services to be provided under this MOU during the course and scope of their employment.

All Parties shall be responsible for performing the work under this MOU in a safe, professional, skillful, and workmanlike manner and shall be liable for their own negligence or negligent acts of their employees. The Court shall have no right of control over the manner in which work is to be performed by County and shall, therefore, not be charged with the responsibility of preventing risk to the County or its employees. County shall have no right of control over the manner in which work is to be performed by the Court, and shall, therefore, not be charged with responsibility of preventing risk to the Court or its employees.

ARTICLE V

Mutual Indemnity: County shall indemnify, defend and hold harmless the Court, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused primarily by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

Court shall indemnify, defend and hold harmless the County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused primarily by any negligent or willful act or omission of Court, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

ARTICLE VI

Changes to MOU: This MOU may be amended by mutual written consent of the Parties hereto. Said amendments shall become effective only when in writing.

ARTICLE VII

Default, Termination and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Ceasing Performance:** Either party may terminate this Agreement in the event the other party becomes unable to substantially perform any term or condition of this Agreement.
- C. **Termination or Cancellation Without Cause:**
 - a. Any Party may terminate this MOU upon thirty (30) days written notice to the other Parties; or
 - b. All Parties may immediately cancel with MOU upon mutual written consent; or
 - c. HHSA may immediately terminate this MOU if funding for the specific program or services ceases.

Upon receipt of Notice of Termination, the Parties shall promptly discontinue all services affected as of the effective date of termination as set forth in such Notice of Termination, unless the Parties mutually agree in writing otherwise.

ARTICLE VIII

Notice to Parties: All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to HHSa shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
670 PLACERVILLE DRIVE
PLACERVILLE, CA 95667
ATTN: SHIRLEY WHITE, ALCOHOL AND DRUG PROGRAM MANAGER, OR SUCCESSOR

Or to such other location as HHSa directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Probation shall be addressed as follows:

COUNTY OF EL DORADO
PROBATION DEPARTMENT
3974 DUROCK ROAD, SUITE 205
SHINGLE SPRINGS, CA 95682
ATTN: GREGORY S. SLY, CHIEF PROBATION OFFICER

Or to such other location as Probation directs. Notices to Court shall be addressed as follows:

CALIFORNIA SUPERIOR COURT, EL DORADO COUNTY
1354 JOHNSON BLVD., DEPARTMENT 3
SOUTH LAKE TAHOE, CA 96150-0578
ATTN: HONORABLE SUZANNE KINGSBURY

Or to such other location as Court directs.

ARTICLE IX

Administrator: The County Officer or employee with responsibility for administering this MOU on behalf of the Health and Human Services Agency is Shirley White, Alcohol and Drug Program Manager, or successor.

The County Officer or employee with responsibility for administering this MOU on behalf of the Probation Department is Gregory S. Sly, Chief Probation Officer, or successor.


ARTICLE X

Entire Agreement: This document and the documents referred to herein are the entire agreement between the Parties and they incorporate or supersede all prior written or oral agreements or understandings.


ARTICLE XI

Authorized Signatures: The Parties to this MOU represent that the undersigned individuals executing this MOU 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.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Shirley White, Alcohol and Drug Program Manager
Health and Human Services Agency

Dated: 6-4-12

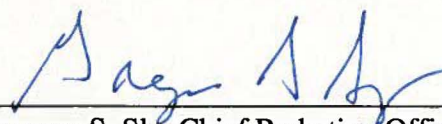
By: 
Gregory S. Sly, Chief Probation Officer
Probation Department

Dated: 6-18-12

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: 6-21-2012

By: 
Gregory S. Sly, Chief Probation Officer
Probation Department

Dated: 6-18-12

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding #027-M1310 on the dates indicated below.

- - COUNTY OF EL DORADO - -

By: _____
John R. Knight, Chair
Board of Supervisors
"County"

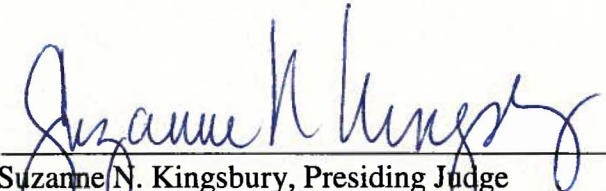
Dated: _____

ATTEST:
Theresa Daly
Acting Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--CALIFORNIA SUPERIOR COURT, COUNTY OF EL DORADO --

By: 
Suzanne N. Kingsbury, Presiding Judge
California Superior Court, County of El Dorado
"Court"

Dated: 7/2/12