

MEMORANDUM OF UNDERSTANDING
#856-PHD0609

between
EL DORADO COUNTY SUPERIOR COURT
and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT

THIS AGREEMENT made and 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 El Dorado County, also a political subdivision of the State of California (hereinafter referred to as "Superior Court");

RECITALS

WHEREAS, County through its Health Services Department – Public Health Division ("Health Services") administers the El Dorado County Teen Court Program ("Program"); and

WHEREAS, the Program serves a target population of youth ages 13 to 18 years in two geographic locations in the County – Placerville and South Lake Tahoe; and

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

WHEREAS, Superior Court has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State and local laws;

NOW, THEREFORE, County and Contractor mutually agree as follows:

Article I. Scope of Services:

Section 1.01 Health Services is the administrator of the Program. The Program requires close coordination between all parties involved, the major partners being Superior Court and the El Dorado County Probation Department, to continue its success. Superior Court agrees to perform the services listed herein to assist Health Services in accomplishing the goals of the Program.

- (a) Health Services Alcohol & Drug Program shall assign a Project Coordinator who will have general authority for implementing program activities and maintaining compliance with all program, administrative, and fiscal requirements of the Program. The Project Coordinator is responsible for:
 - (i) Coordinating the Program with Superior Court and the El Dorado County Probation Department.
 - (ii) Attending all required meetings, trainings, Teen Court sessions and Advisory Board meetings.
 - (iii) Overseeing Program and project activities.
 - (iv) Coordinating recruitment and training of student jurors, student attorneys, student bailiffs and clerks, adult attorneys and volunteers.
 - (v) Maintaining documentation of Program activities and outcomes.
 - (vi) Compiling all required reports, including progress reports, and providing the reports to Advisory Board members.
 - (vii) Assisting with Program evaluation.
 - (viii) Providing public relations of project efforts, activities, and trainings.
 - (ix) Identifying and linking other associated county wide efforts and services to support collaborative efforts.

Section 1.02 Superior Court agrees to:

- (a) Provide a presiding Judge to coordinate the planning, development, and implementation of the Program. The Presiding Judge is responsible for:
 - (i) Ongoing participation in the coordination and collaboration of the Program.
 - (ii) Presiding over hearings.
 - (iii) Providing courtroom access.
 - (iv) Assisting with bi-annual Teen Court trainings.
 - (v) Ensuring that sentencing is congruent with the juvenile justice code.

Article II. Term

This Agreement shall become effective upon final signature and shall expire June 30, 2010 unless earlier terminated pursuant to the provisions under Section 4.01 herein.

Article III. Fiscal Provisions

There is no remuneration associated with this MOU.

Article IV. General Provisions

Section 4.01 This MOU may be amended by written mutual consent of both parties.

Section 4.02 Either party may terminate this MOU upon thirty (30) days written notice to the other. Upon receipt of a Notice of Termination from County, Superior Court shall promptly discontinue all services affected, as of the effective date of termination as set forth in such Notice of Termination, unless the notice directs otherwise. Upon receipt of a Notice of Termination from Superior Court, County shall promptly discontinue all services affected, as of the effective date of termination as set forth in such Notice of Termination, unless the notice directs otherwise.

Section 4.03 This MOU is not in effect or enforceable until signed by authorized representatives of both parties.

Article V. Independent Liability

County and Superior 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. Both parties exclusively assume responsibility for acts of their employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this MOU during the course and scope of their employment.

Both 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 and negligent acts of their employees. Superior Court shall have no right of control over the manner in which work is to be done by County and shall, therefore, not be charged with responsibility of preventing risk to County or its employees. County shall have no right of control over the manner in which work is to be done by Superior Court and shall, therefore, not be charged with responsibility of preventing risk to Superior Court or its employees.

Article VI. Indemnity

County shall indemnify, defend and hold harmless Superior 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 in whole or in part by any negligent or willful act or omission of El Dorado County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Superior Court shall indemnify, defend and hold harmless 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 in whole or in part by any negligent or willful act or omission of Superior Court, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Article VII. 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 County shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Superior Court shall be addressed as follows:

**EL DORADO COUNTY SUPERIOR COURT
1354 JOHNSON BLVD, SUITE 2
SOUTH LAKE TAHOE, CA 96150
ATTN: HONORABLE SUZANNE KINGSBURY**

or to such other location as Superior Court directs.

Article VIII. Administrator

The County Officer or employee with responsibility for administering this Memorandum of Understanding is Shirley White, Alcohol & Drug Program Manager, or successor.

Article IX. Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT HEAD

By: 
Neda West, Director
Health Services Department

Dated: 7-29-09

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

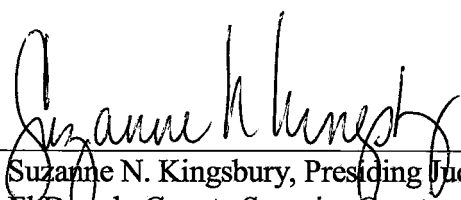
By: _____
Ron Briggs, Chairman
Board of Supervisors

Dated: _____

ATTEST:
*Suzanne Allen de Sanchez Clerk
of the Board of Supervisors*

By: _____ Date: _____
Deputy Clerk

-- EL DORADO COUNTY SUPERIOR COURT --

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

Dated: 8/15/09