

El Dorado County Sheriff's Office and
Sacramento County Office of Education
MEMORANDUM OF UNDERSTANDING
2021-2022

This Memorandum of Understanding (MOU) is executed for the 2021-2022 school year (July 1, 2021 – June 30, 2022) by and between the El Dorado County Sheriff's Office (Sheriff's Office) (including the El Dorado County Office of Emergency Services), and Sacramento County Office of Education (SCOE), which runs the Sly Park Environmental Education Center (Sly Park).

Sly Park provides outdoor science learning experiences in Eldorado National Forest to thousands of elementary school students every year. Students stay at Sly Park for a weeklong or weekend program, raising important safety considerations for student participants and staff. The parties to this agreement recognize the importance of keeping Sly Park safe and are committed to putting forth their best efforts to achieve that goal.

There is also recognition that empowering youth to ensure ongoing open communication with responsible adults at Sly Park is critical to establishing a culture where bullying and other mistreatment between students is not tolerated. Sly Park promotes an environment that fosters student engagement and acknowledges that youth have to be part of the solution in achieving a safe learning environment. To the extent that any staff or volunteers of the parties to this MOU are mandated reporters, those staff will comply with all applicable mandated reporter laws.

A. SLY PARK

1. Sly Park recognizes that prevention and early intervention help create a safe learning environment. Sly Park works with participating entities (such as school districts) to educate students, families, and chaperones about appropriate behavior and expectations. Participants are expected to adhere to a code of conduct. Gang activity, violence, racism, discriminatory and/or hate motivated behavior, bullying (including cyber bullying), weapons, and illegal substances are not tolerated. Failure to comply with the code of conduct will result in discipline, which may include being sent home. It is anticipated that Sly Park will be able to resolve most student discipline issues with participating school districts.
2. Sly Park will refer issues that raise safety concerns for students and staff to the El Dorado County Sheriff's Office. SCOE's point of contact for such issues will be the assigned Deputy (see B.2) and *911 (as appropriate). *All emergency calls shall start with a call to 911 / dispatch center and they will contact the Deputy liaison for Sly Park.
3. SCOE will provide training at least annually to Sly Park staff on crisis intervention and response. Such training will be provided by the El Dorado County Office of Emergency Services (OES) and other entities, as appropriate.
4. SCOE will pay the Sheriff's Office for the services set forth below in the amount of \$10,000 to be paid in the month of July 2021 for approximately 10 hours of Deputy Time per month for active patrol, on-site interactions, staff training and a dedicated liaison contact person.

SCOE and the El Dorado County Sheriff's Office will meet in January 2022 to review the services and time associated with this agreement.

B. EL DORADO COUNTY SHERIFF'S OFFICE

1. Website Address and Contact Information:

El Dorado County Sheriff's Office: <http://edcgov.us/sheriff/>
Placerville Office: 530-621-5655

2. El Dorado County Sheriff's Office (Sheriff's Office) is committed to ensuring a safe environment for all students, staff, and citizens at Sly Park and will respond to calls regarding Sly Park safety concerns. The Sheriff's Office will actively investigate and resolve violations of the law whether on or off campus, particularly acts which jeopardize individual safety. When it is deemed appropriate, Sly Park will be informed of criminal activity that can reasonably be expected to impact Sly Park and its students.
3. In order to help create a safe environment at Sly Park, the Sheriff's Office will assign a Deputy to be a liaison with Sly Park. The Sheriff's Office will provide a direct cell phone number to Sly Park for the assigned Deputy. The Deputy will also act as a liaison between Sly Park and the Sheriff's Office for law-enforcement related issues that may arise. In the event that the assigned Deputy is unavailable, the Sheriff's Office will assign another Deputy during the interim period.
4. The Sheriff's Office will provide an active patrol presence by driving through the Sly Park campus at least two times each week during the day and evening. Active patrol will also include a Deputy walking through Sly Park to interact with staff and students.
5. El Dorado County Office of Emergency Services (OES) will provide emergency preparedness and threat assessment, planning, and training to the Sly Park staff at least annually.
6. Sheriff OES will provide input on the Sly Park Safety Plan at least annually to help create a safe environment through prevention and planning.
7. Media Coordination. Sheriff's Office, to the greatest extent feasible, will attempt to coordinate information with SCOE that is provided to the media regarding any Sly Park incidents. Press releases issued by Sheriff's Office will, whenever possible, be shared with SCOE's Communications Department prior to being released. Any media inquiries involving active investigations should be referred to the Sheriff's Office if it has jurisdiction of the investigation. In addition, press conferences addressing Sly Park incidents should be coordinated and, whenever possible, conducted jointly by the Sheriff's Office and SCOE.
8. Contractor Administrator: The County Officer or employee with responsibility for administering this Agreement is Jon Deville, Chief Fiscal Officer, or successor.

C. Additional Terms

1. TERM AND TERMINATION

This agreement will be effective upon execution by both parties effective July 1, 2021 until June 30, 2022. Either party may terminate this agreement by giving 30 days written notice to the other party.

2. ANNUAL REVIEW PROCEDURES

The County Superintendent shall convene a meeting at least annually to review the MOU. At the time of review, changes, additions or deletions may be recommended. Each agency will be requested to renew its commitment to the guidelines contained herein.

The MOU is a guide and cannot substitute for the judgment and understanding that come from knowledge and experience. A case-by-case decision must be made.

3. COORDINATION OF ACTIONS

We realize program effectiveness and cooperative working relationships cannot be legislated but require planning and working together over a period of time. The parties agree to work together in exchanging information and coordinating efforts when deemed appropriate.

4. COMPLIANCE/CONFIDENTIALITY

The agencies shall fully comply with the Federal Health Insurance Portability and Accountability Act of 1996 "HIPAA" 42 USC 1320d (45 CFR 164.103) and the Federal Family Educational Rights and Privacy Act "FERPA" (20 USC 1232g), to the extent applicable to the given situation.

5. NONDISCRIMINATION

Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, immigration status, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

6. INDEPENDENT AGENTS

This MOU is by and between independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.

7. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, Deputies and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, deputies, or employees related to its duties and obligations described in this agreement or imposed by law. It is the parties' intention that the principles of comparative fault will be followed. This provision will survive the termination of this agreement.

8. INSURANCE

Both parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

9. COUNTERPARTS

This Memorandum of Understanding may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dave Gordon
Superintendent
Sacramento County Office of Education

John D'Agostini
El Dorado County Sheriff

Date

Date

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John Hidahl, Chair Board
of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CLIENT --

Sacramento County Office of Education (SCOE)

By: _____

Dated: _____

"Client"