

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

655



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
August 20, 2013

**SUBJECT:** Approval of Cooperative Agreement with the Riverside County Superintendent of Schools  
(District: 4/4)

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve the Agreement between the Riverside County Superintendent of Schools and the Department of Mental Health;
2. Authorize the Chairman of the Board to sign the Agreement; and,
3. Authorize the Director of Mental Health to administer the terms and conditions of the Agreements.

**BACKGROUND:** On December 14, 2012, at Sandy Hook Elementary School in Newtown, Connecticut, 20 children and six adults were killed in a mass shooting on the school grounds. The shootings prompted renewed debate about gun control in the United States and a proposal for new legislation banning the sale and manufacturing of semi-automatic firearms and magazines with more than ten rounds of ammunition. There are other legislative efforts to enhance school safety through prevention, training and mental health awareness and resources.

(continued page 2)

*Jerry Wengerd*  
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Jerry Wengerd, Director of Mental Health

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 45,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	2013/14
<b>SOURCE OF FUNDS:</b> 100% State				<b>Positions To Be Deleted Per A-30</b> <input type="checkbox"/>
				<b>Requires 4/5 Vote</b> <input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Samuel Wong*  
\_\_\_\_\_  
Samuel Wong

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *Elena M. Boeva* 8/26/13  
ELENA M. BOEVA Department Director

Consent     Policy  
 Consent     Policy

Dep't Recomm.:  
 Per Exec. Ofc.:

2013 FEB -3 PM 5:08  
 RECEIVED MAIL ROOM

3-62

**SUBJECT:** Approval of Cooperative Agreement with the Riverside County Superintendent of Schools

**BACKGROUND: (Cont'd)**

In Riverside County, officials are interested in examining local efforts to ensure school safety. The Director of Department of Mental Health (DMH) and Riverside County Superintendent of Schools were tasked with collaborating on an event to share initiatives with Riverside County residents that enhance school safety. A multi-agency planning committee was formed and meets routinely to develop what has now been titled, the Riverside County Safe School Summit. It will convene on December 4, 2013 at the Palm Springs Convention Center.

The Summit audience will include school officials and staff, agency staff, law enforcement, community members and partners, parents and family members. Anticipated attendance will be between 350 and 500. Workshop Subject Matter will include Active Shooter Tactics, Bullying, Suicide Prevention, Domestic Violence and Kids with Guns Protocol to name a few. The conference is funded through the DMH's Prevention and Early Intervention, Community Education and Stigma Reduction Program.

**FISCAL:**

There are sufficient funds in the DMH budget for this Summit. No additional County funds are required.

**COOPERATIVE AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
COUNTY OF RIVERSIDE, DEPARTMENT OF MENTAL HEALTH**

This Cooperative Agreement, hereinafter referred to as "Agreement", is made by and between the Riverside County Superintendent of Schools, hereinafter referred to as "SUPERINTENDENT," and the County of Riverside, Department of Mental Health, hereinafter referred to as "RCDMH." The parties to the Agreement may be referred to herein collectively as the "parties" or individually as a "party." To this end, each party agrees to participate in a cooperative collaboration as described below.

**I. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to establish the cooperative collaboration between both parties in conjunction with the planning and organizing of a Riverside County Safe Schools Summit, hereinafter referred to as "Summit." This collaborative effort and summit is in response to the Sandy Hook Elementary School shooting that occurred on December 14, 1012. The Riverside County Safe Schools Summit is in line with the Riverside County Department of Mental Health's Prevention and Early Intervention (PEI) Services Community Education and Stigma Reduction Program. The collaboration will initiate, plan and hold a Riverside County Safe School Summit to provide awareness, education and training. RCDMH and SUPERINTENDENT will develop a one day program to be presented to agency officials, personnel, law enforcement, community members and partners, parents and family members.

**II. PARTIES' RESPONSIBILITIES**

**1. SUPERINTENDENT'S RESPONSIBILITIES:**

- Plan and organize the Riverside County Safe Schools Summit to be held in Riverside County.
- Facilitate and organize the Summit which includes, but is not to be limited to, securing a venue, equipment, topics of discussion, materials, documents, and meals.
- Secure key note speakers and trainers to present information and procedures to the audience.
- Prepare the necessary documents and publications in conjunction with the Summit.

**2. RCDMH RESPONSIBILITIES:**

- Provide input to the topics of what should be presented to the audience.
- Provide support to SUPERINTENDENT to facilitate and organize the Riverside County Safe Schools Summit.
- RCDMH will reimburse SUPERINTENDENT for expenses associated with the Riverside County Safe Schools Summit which includes, but is not limited to, securing a venue, equipment and meals.

### **III. GENERAL PROVISIONS**

The SUPERINTENDENT and the RCDMH agree to the following general provisions:

#### **1. CONFORMANCE WITH RULES AND REGULATIONS**

SUPERINTENDENT shall be in conformity with all applicable Federal, State and County, and local laws, rules, and regulations, current and hereinafter enacted as it relates to the services provided under this Agreement. In addition to adherence to regulations there are other applicable regulatory agencies that impose laws that govern the handling of health information. The regulatory agencies may include, but may not be limited to, the U.S. Department of Health and Human Services (HHS), the California Department of Health Care Services (DHCS), and County of Riverside, Department of Mental Health (DMH).

#### **2. PERIOD OF PERFORMANCE**

This Agreement shall commence upon execution by both parties and shall end at the conclusion of the Summit on December 4, 2013.

#### **3. TERMINATION**

Either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party. The RCDMH may terminate this Agreement immediately if sufficient State MHSA funds are not available by immediately providing notice to SUPERINTENDENT.

#### **4. PAYMENT AND METHOD OF PAYMENT**

The maximum amount reimbursable under this agreement shall not exceed \$45,000. SUPERINTENDENT shall submit a properly prepared invoice to the RCDMH prior to holding the Summit. The invoice shall be payable within 30 days of receipt of invoice.

#### **5. ENTIRE AGREEMENT / AMENDMENT / MODIFICATION**

The body of this Agreement fully expresses all understanding of the parties concerning all matters covered and shall constitute the entire Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both SUPERINTENDENT and RCDMH. In the event that either party desires to amend the terms of this Agreement, SUPERINTENDENT and RCDMH will comply with the terms of this Agreement until such time as the amendment is approved by both parties.

**6. HOLD HARMLESS INDEMNIFICATION**

**SUPERINTENDENT:** The SUPERINTENDENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnities") from any liability whatsoever, based or asserted upon any services, acts or omission of the SUPERINTENDENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever. The SUPERINTENDENT shall defend at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards the Indemnities in any claim or action based upon such alleged acts or omissions.

**RCDMH:** The RCDMH shall indemnify and hold harmless the SUPERINTENDENT its Departments, their respective directors, officers, Board of Education elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnities) from any liability whatsoever, based or asserted upon any services, acts or omission of the RCDMH, its officers, employees, agents and representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever. RCDMH shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnities in any claim or action based upon such alleged acts or omissions.

**7. NOTICES**

All notices, claims correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

**SUPERINTENDENT:** Riverside County Superintendent of Schools  
3939 Thirteenth Street  
Riverside, CA 92502

**RCDMH:** Department of Mental Health  
Prevention Early Intervention  
3801 University Avenue  
Riverside, CA 92501

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices shall be deemed effective when they are submitted in writing and deposited in the United States mail, postage prepaid, and addressed as above. Any notices, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall not be acceptable.

**8. LIMITATION OF LIABILITY**

In no event will either SUPERINTENDENT or RCDMH, their officers, Board of Supervisors, Boards, Agencies, Districts, Special Districts, elected officials, and appointed officials, directors, affiliates, employees, agents, representatives, or shareholders be liable (either in contract, warranty, tort, or otherwise) to the other or any of its officers, directors, affiliates, employees, agents, representatives, or shareholders for any consequential, incidental or indirect damages, including costs, profits, or for any exemplary or punitive damages. The parties agree that neither party will be liable for acts of God, fire, accidents or other occurrences beyond their reasonable control (whether like or unlike any of these enumerated herein) which prevent either party from partially or completely performing its obligations hereunder.

**9. NO PARTNERSHIP OR JOINT VENTURE**

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the SUPERINTENDENT and RCDMH. Each party is to remain an independent entity. RCDMH shall not be considered an organizer or producer of the Summit.

**10. INDEPENDENT CAPACITY**

Neither party shall have the right to obligate the other in any manner whatsoever, and nothing herein contained shall give or is intended to give any right or any kind to a third party. Neither party may assign this Agreement without prior written consent of the other party.

**11. SEVERABILITY**

To the extent that any provision herein is held invalid, then the provision shall be deemed to be deleted, and the remaining provisions shall remain in full force and effect.

**12. CALIFORNIA JURISDICTION AND VENUE**

This Agreement shall be construed under the laws of the State of California. Each party hereto acknowledges that this Agreement is entered into and is to be performed within the jurisdiction of the State of California and that the courts of the State of California shall have jurisdiction over any and all claims, controversies, disputes and disagreements arising out of this Agreement or breach thereof. The parties agree to the venue of the Superior Court in the County of Riverside, California.

**13. REPRESENTATIVE AND WARRANTIES**

The parties represent and warrant that they have the full power to enter into this Agreement. The individuals signing this Agreement are authorized to execute this Agreement on behalf of their respective parties.

**SIGNATORIES**

We, the undersigned, as authorized representatives of the SUPERINTENDENT and the County of Riverside, Department of Mental Health, do hereby approve this document.

RIVERSIDE COUNTY SUPERINTENDENT  
OF SCHOOLS

COUNTY OF RIVERSIDE,  
DEPARTMENT OF MENTAL HEALTH

\_\_\_\_\_  
Dr. Diana Walsh-Reuss  
Associate Superintendent

\_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

Date: 8/1/13

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

FORM APPROVED COUNTY COUNSEL  
BY: Elena M. Boeva 8/26/13  
ELENA M. BOEVA DATE