

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

721



**FROM:** Probation Department

**SUBMITTAL DATE:**  
September 5, 2014

**SUBJECT:** Authorize the Execution of the Memorandum of Understanding with the City of Riverside for the Operation of the City of Riverside Youth Court. District II. [\$761]; General Fund

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize the execution of the Memorandum of Understanding with the City of Riverside, and other local agencies, for the Operation of the City of Riverside Youth Court by the Chief Probation Officer and Public Defender; and
2. Authorize the Chief Probation Officer and Public Defender, or designees, to execute future ministerial amendments and extensions to this Memorandum of Understanding.

**BACKGROUND:**

**Summary**

The Riverside Youth Court program is an intervention/prevention program designed to provide an alternative response for the Juvenile Justice System for first-time, non-violent, misdemeanor juvenile respondents, in which community youth determine the appropriate sanctions for the respondent. The program holds youthful respondents accountable and provides educational services to respondents and youth volunteers in an effort to promote long-term behavioral change that leads to enhanced public safety. (continued on page 2)

*for* Mark A. Hake, ACPD  
Chief Probation Officer

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE: 9/19/14

By: Steven L. Harmon  
Steven L. Harmon, Public Defender  
Law Offices of the Public Defender

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 761	\$ 0	\$ 761	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 761	\$ 0	\$ 761	\$ 0	
<b>SOURCE OF FUNDS:</b> General Fund (100%)				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 14/15	

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

APPROVE

**County Executive Office Signature** BY: Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**3-23**

**BACKGROUND:**

**Summary (continued)**

Started in 2004, the Riverside Youth Court program presents an alternative approach to juvenile justice in which juvenile respondents are adjudicated by a jury of their peers. These programs simultaneously offer education and "hands-on" experience of the legal system to the many community youth who volunteer. Crime perpetuated by adolescents presents an immense challenge to the juvenile justice system and can have marked effects on the individual youth, their families, potential victims, and the community as a whole. Youth Court constitutes one avenue for employing concepts such as positive peer influence, accountability, competency development, and youth involvement to offer communities a prevention and early intervention program. The most recent statistics for the Riverside area, as provided by the City of Riverside Police Department, show a recidivism rate of 8% for youth who have successfully completed the program in comparison to the 45% recidivism rate seen on similar crimes addressed through the traditional juvenile court system.

Interagency collaboration and coordination are key components to the delivery of effective and comprehensive services. Often Youth Court programs must rely on and access services in the community to accomplish their goals and objectives. With this in mind, this program includes collaboration with not only the City of Riverside Police Department and Riverside County Public Defender's Office but also the Riverside County District Attorney's Office, Superior Court of California – County of Riverside, Riverside Unified School District, Greater Riverside Chamber of Commerce, City of Riverside Mayor's Office, Riverside County Bar Association, and Alford Unified School District. Representatives from each of these agencies, along with community representatives and Youth Court volunteers, will participate on the Riverside Youth Court Advisory Council. The Council will meet quarterly to ensure program goals and needs are met.

The Probation Department and Public Defender's Offices will be participating through the provision of in-kind services. Stated Probation Department cost consists of a Deputy Probation Officer II's salaries and benefits for an estimated 19 hours and is accommodated for in the Fiscal Year 14/15 budget. Staff from the Public Defender's Offices will be participating on a volunteer basis. No additional net county cost will be required.

**Impact on Residents and Businesses**

There is an increasing awareness that to address the problem of crime in Riverside County there must be an integrated response from the government and the community. Youth Court programs offer an avenue for engaging the community in a partnership with the juvenile justice system to respond to the problem of juvenile crime by (1) increasing awareness of the delinquency issues within the local community, and (2) mobilizing community members (including youth) to take an active role in addressing the problem of juvenile crime within the community. As part of this philosophy, community service is mandatory for the youth respondents and the program works in conjunction with Keeping Riverside Clean, Riverside Police Foundation, and other local businesses to perform said service hours to directly impact the Riverside area. Also, in some cases, the Youth Court case dispositions will include apology letters from the youth respondents to the victims. Many of the local business owners have expressed their appreciation in receiving the letters of apology.

# **MEMORANDUM OF UNDERSTANDING FOR THE OPERATION OF CITY OF RIVERSIDE YOUTH COURT**

## **I. PARTIES:**

This agreement is entered into by the City of Riverside by and through the Riverside Police Department, Superior Court of California - County of Riverside, Riverside County Probation Department, Riverside County District Attorney's Office, Riverside County Public Defender Office, Greater Riverside Chamber of Commerce, Riverside Unified School District, Alvard Unified School District, Riverside Mayor's Office, and Riverside County Bar Association. The Youth Court program is under the auspices of the Office of the Mayor for the City of Riverside and is operated by the Riverside Police Department.

## **II. PURPOSE OF THIS AGREEMENT:**

The purpose of this Memorandum of Understanding is to define the organization and operational structure of the Riverside Youth Court Program and to define the shared commitment of each of the member agencies in the continuation of the project.

## **III. GOAL OF THE YOUTH COURT PROGRAM:**

The Riverside Youth Court Program is an intervention/prevention program designed to provide an alternative response for the Juvenile Justice System for first-time, non-violent, misdemeanor juvenile respondents, in which community youth determine the appropriate sanctions for the respondent. The program holds youthful respondents accountable and provides educational services to respondents and youth volunteers in an effort to promote long-term behavioral change that leads to enhanced public safety.

## **IV. ORGANIZATIONAL STRUCTURE:**

A. Riverside Youth Court is operated under the general auspices of the Office of the Mayor for the City of Riverside and under the specific and direct supervision of the Riverside Police Department. The Riverside Youth Court's Advisory Council consists of the following persons or their designated representatives:

1. Presiding Judge of Riverside Juvenile Court
2. Riverside Police Department Chief of Police
3. Chief Probation Officer of Riverside County
4. Riverside County District Attorney
5. Riverside County Public Defender
6. Riverside Unified School District Superintendent of Schools
7. Alvard Unified School District Superintendent of Schools
8. Riverside County Bar Association Member

9. Office of the Mayor Youth Commission Advisor
10. Two youth volunteers currently serving on the Riverside Youth Council
11. Greater Riverside Chamber of Commerce Member
12. Additional community members as appointed by Riverside Police Department, after consulting with existing members of the Riverside Youth Court Advisory Council.

B. The Advisory Council shall have the following duties when available:

1. Program evaluation;
2. Help determine needs and interest of youth;
3. Help determine the types of services the program will provide;
4. Participate with fund-raising and marketing issues.

C. The Advisory Council will meet quarterly, and as such additional times as necessary to discharge its duties as set forth in this memorandum.

#### **V. ROLE OF MEMBER AGENCIES:**

A. **IN GENERAL:** by entering into this Memorandum of Understanding, the member agencies agree to commit resources, by way of in-kind services, which are reasonable and necessary to the continued operation of the Riverside Youth Court Program. Each of the member agencies acknowledges that it is only through a shared commitment to the Youth Court Program that its goals will be fully realized.

B. **RIVERSIDE POLICE DEPARTMENT:** The Riverside Police Department will be the lead agency and administer the Youth Court Program. The department will fund one employee who will act as the Youth Court Coordinator.

C. **SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE:** The Riverside County Courts will assist Riverside Youth Court by providing access to two courtrooms for each scheduled youth court session. The Courts will also provide two judges per youth court session.

D. **RIVERSIDE COUNTY PROBATION DEPARTMENT:** The Riverside County Probation Department will assist the Police Department with the initial screening and referral process of juveniles to the Youth Court Program. Additional in-kind services, when available, will include speakers and instructors as part of the volunteer training.

E. **RIVERSIDE COUNTY DISTRICT ATTORNEY:** The Riverside County District Attorney's Office, when possible and subject to availability, will provide in-kind services to the Youth Court Program. These will include speakers and instructors as part of the volunteer training and identifying adult attorney volunteers to mentor students serving as attorneys in Youth Court.

F. RIVERSIDE COUNTY PUBLIC DEFENDER OFFICE: The offices of the Riverside County Public Defender will provide in-kind services, when available, for student presentations as part of the volunteer training and identify adult attorney volunteers to mentor students serving as attorneys in Youth Court.

G. RIVERSIDE COUNTY BAR ASSOCIATION: The Riverside County Bar Association will provide in-kind services, when available, for student presentations as part of the volunteer training and identify adult attorney volunteers to mentor students serving as attorneys in Youth Court.

H. RIVERSIDE UNIFIED AND ALVORD UNIFIED SCHOOL DISTRICT SUPERINTENDENTS OF SCHOOLS: Both school districts agree to facilitate the lines of communication between the schools and the Youth Court Program. The School Districts, with prior approval, will allow the City's Youth Commissioners and approved Police Department employees to recruit student volunteers from the school's campuses. The School Districts will also, whenever possible, provide in-kind services to facilitate the volunteer training for the program.

I. GREATER RIVERSIDE CHAMBER OF COMMERCE BUSINESS MEMBER: The business member of the Advisory Council will advise Youth Court on matters related to juvenile crime and its prevention as such matters affect the business community. The Chamber of Commerce also agrees to provide in-kind services, whenever possible, to assist with the volunteer training and representation on the Youth Court Advisory Board.

J. YOUTH COMMISSIONERS: The youth members of the Advisory Council will advise Youth Court on matters to juvenile crime and its prevention that is relevant to students and schools.

## **VI. OPERATIONAL OUTLINE:**

A. Referrals to Youth Court may come from the Riverside County Probation Department, Riverside Police Department and from the Riverside and Alvord School Districts.

B. Youth Court is designed to handle first-time, non-violent misdemeanors committed by juveniles who have had no prior adjudicated criminal offenses. The following misdemeanor charges will not be admitted to youth Court, 23152 CVC, 23153 CVC, 647.6 PC, 314 PC, and 417 PC. Referrals to Youth Court are not a matter of right by the juvenile, but shall be within the discretion of the agency considering the referral. Prior to the referral of a particular case, the referring agency shall review the matter to determine, in light of these provisions and all other relevant factors, whether the juvenile is suitable for handling by Youth Court.

C. It shall be a condition of referral of an offender to Youth Court that the juvenile and a parent agree that the juvenile will admit the commission of the crime and further agree to waive the confidentiality normally associated with juvenile proceedings.

D. After the case has been referred to Youth Court, the Coordinator shall be responsible for assigning counsel and mentor attorneys and placing the matter on the trial calendar and arranging for the appearance of an appropriate number of jurors. The Coordinator will distribute copies of the police report for the subject offense to be used only in connection with the Youth Court trial. The names of any co-participants in the crime who are not referred to Youth Court shall be redacted from the report.

E. It shall be the role of the Youth Court to determine the disposition to be imposed on the juvenile. The disposition in all cases shall include the requirement that the juvenile respondent serve as a trial juror in at least one subsequent Youth Court case and perform a minimum of four hours of community service. All evidence relevant to determining the appropriate disposition shall be admitted at the trial, within the discretion of the trial judge. The jury may be composed of six to fourteen persons, as may be available for service. The disposition of the peer jury shall be based on a consensus of the jurors. The trial judge shall review the peer jury's disposition to ensure that it is appropriate in each case. The disposition will be imposed once approved by the trial judge.

F. Upon satisfactory completion of the ordered disposition, the Coordinator shall close the police department's file on the matter and advise the referring law enforcement officer that the offense shall not be referred to the Probation Department for possible referral to the District Attorney and no infraction citation for the alleged conduct shall be filed with the court. If the youth satisfactorily completes the disposition and the matter was previously referred to the Probation Department for the possible initiation of Welfare and Institutions Code proceedings, then the Coordinator shall notify the Probation Department of the successful completion of the referral and the Probation Department shall not refer the matter to the District attorney to initiate Welfare and Institutions Code proceedings. If the youth does not successfully complete the Youth Court process, the Coordinator or referring law enforcement officer shall refer the case to the Probation Department and request initiation of proceedings pursuant to section 600 et seq of the Welfare and Institutions Code. Upon receipt of the referral, in appropriate cases, the law enforcement officer may elect to file an infraction citation for the alleged conduct with the court.

G. The Program Coordinator shall maintain a system of tracking and monitoring of the participants in the project, both respondents and volunteers, so that an effective method of self-evaluation may be utilized for the project.

## **VII. TERM**

This Agreement is effective upon signature of the parties and shall remain in effect until June 30, 2017. This Agreement may be modified upon the mutual written consent of the parties. Any party may terminate their involvement in this Agreement at any time by giving the other parties at least thirty (30) days prior written notice of termination. Where a party terminates their involvement in this Agreement, the Agreement remains in full force and effect as to the remaining parties. This Agreement may be extended by consent of the parties for additional periods of time not to exceed a total of five (5) additional years.

(Signatures on following page)

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Hon. F. Paul Dickerson, Presiding Judge  
Juvenile Court

**CITY OF RIVERSIDE,  
a municipal corporation**

By: \_\_\_\_\_  
Scott Barber, City Manager

Attest: \_\_\_\_\_  
Colleen J. Nicol, City Clerk

**RIVERSIDE COUNTY DISTRICT  
ATTORNEY**

By: \_\_\_\_\_  
Paul Zellerbach, District Attorney

**RIVERSIDE POLICE DEPARTMENT**

By: \_\_\_\_\_  
Sergio Diaz, Chief of Police

**RIVERSIDE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. David Hansen, Superintendent

**RIVERSIDE PUBLIC DEFENDER**

By: \_\_\_\_\_  
Steven L. Harmon, Public Defender

**RIVERSIDE COUNTY PROBATION  
DEPARTMENT**

By: \_\_\_\_\_  
Mark A. Hake, Chief Probation Officer

**ALVORD UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Sid Salazar, Superintendent

**CHAMBERS OF COMMERCE -  
RIVERSIDE**

By: \_\_\_\_\_  
Cindy Roth, President/CEO

**RIVERSIDE COUNTY BAR ASSOCIATION**

By: \_\_\_\_\_  
Jacqueline Carey-Wilson, President

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Deputy City Attorney, City of Riverside

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 8/29/14  
NEAL R. KIPNIS DATE