

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



ITEM
3.37
(ID # 6103)

MEETING DATE:

Tuesday, February 27, 2018

FROM : PROBATION:

SUBJECT: PROBATION: Approval of the Memorandum of Agreement between Riverside County Probation Department and Riverside County Regional Park and Open-Space District for the Alan M. Crogan - Youth Treatment and Educational Center Program; Districts-All; [\$0] (Companion Item to MT 6277)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Agreement between Riverside County Probation Department and Riverside County Regional Park and Open-Space District for the Alan M. Crogan - Youth Treatment and Educational Center Program;
2. Authorize the Chairman of the Board to execute the Memorandum of Agreement on behalf of the County; and
3. Authorize the Chief Probation Officer, or his designee, to take all actions necessary to administer the Memorandum of Agreement and execute future amendments to this agreement that do not substantively change its terms, as approved by County Counsel.

ACTION: Policy



Mark A. Hake, Chief Probation Officer 1/3/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: Probation, Parks

(Companion Item 13.1)

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Probation Department (Probation) and Riverside County Regional Park and Open-Space District (RivCoParks) will work together to provide services for the Alan M. Crogan - Youth Treatment and Educational Center Youths (YTEC Youths) at RivCoParks locations throughout Riverside County. This volunteer program allows Probation to have access to additional services for the YTEC Youths to train and expand their knowledge for future job opportunities and facilitates YTEC Youths' completion of court ordered community service hours through volunteering at RivCoParks locations. Probation Correction Officers transport and supervise YTEC Youths at all times during the performance of volunteer hours at RivCoParks.

Through this mutually beneficial program, Probation works collaboratively with RivCoParks to continue receiving access to services and programs as they become available for community service and job training opportunities throughout Riverside County for Probation clients while providing maintenance, rehabilitation and improvement assistance at various RivCoPark locations.

The Memorandum of Agreement has been approved by County Counsel as to legal form. A companion item will appear on the RivCoParks Board of Directors agenda.

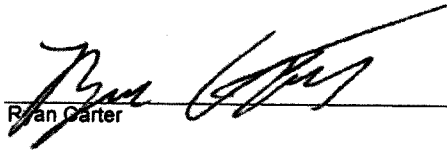
Impact on Residents and Businesses

Probation's mission is "Serving Courts, Protecting our Community, and Changing Lives." Probation is proposing to continue seeking opportunities for probation youths to participate in meaningful volunteer services and programs that provide them with valuable learning experiences, in order to improve success rates while enabling them to make positive contributions to their community, as well as providing for the safety and well-being of county residents.

ATTACHMENTS

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Memorandum of Agreement between Riverside County Probation Department and Riverside County Regional Park and Open-Space District for the Alan M. Crogan – Youth Treatment and Education Center Program



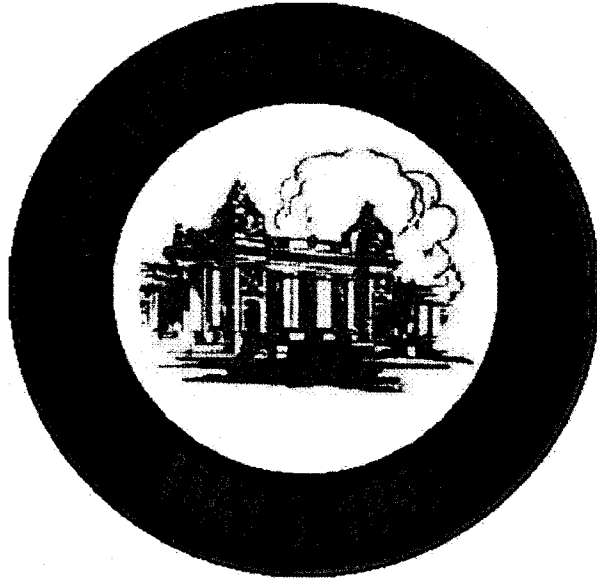
Ryan Carter

2/21/2018



Gregory V. Priapos, Director County Counsel

2/13/2018



RIVERSIDE COUNTY PROBATION DEPARTMENT AND

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

ALAN M. CROGAN - YOUTH TREATMENT AND EDUCATIONAL CENTER

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MEMORANDUM OF AGREEMENT

SEARCHED INDEXED

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**RIVERSIDE COUNTY PROBATION DEPARTMENT AND
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
ALAN M. CROGAN - YOUTH TREATMENT AND EDUCATIONAL CENTER
PROGRAM
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1 **1.0 PURPOSE**

2 The County of Riverside, on behalf of its Probation Department (Probation), in
3 cooperation with the Riverside County Regional Park and Open-Space District
4 (RivCoParks), collectively known as the "Parties" enters into this interagency
5 Memorandum of Agreement (MOA). This MOA provides the mechanism, and defines the
6 roles and responsibilities, through which these agencies will work together to accomplish
7 the mutual goal of providing services to Probation Alan M. Crogan - Youth Treatment and
8 Educational Center Youths ("YTEC Youths") for the Youth Treatment and Education Center
9 (YTEC) program located throughout Riverside County.

10
11 Probation and RivCoParks agree to the following roles, responsibilities, and accompanying
12 terms and conditions, which will be effective immediately and remain in effect until
13 terminated or modified as defined in section 4.0 of this MOA.

14
15 **2.0 SCOPE**

16 This MOA shall apply to the following program: Probation and RivCoParks desire to enter
17 into a MOA for the YTEC program where Probation Correction Officers will transport and
18 supervise YTEC Youths while performing volunteer work at RivCoParks facilities and sites
19 including but not limited to:

- 20
- 21 • Bogart Park, Cherry Valley
- 22 • Hurkey Creek Park, Mountain Center
- 23 • Idyllwild Park, Idyllwild
- 24 • Lake Cahuilla Recreation Area, La Quinta
- 25 • Lake Skinner Recreation Area, Winchester
- 26 • Mayflower Park, Blythe
- 27 • McCall Memorial Park, Mountain Center
- 28 • Rancho Jurupa Park, Jurupa Valley
- 29 • Box Springs Reserve and Trail Network, Moreno Valley
- 30 • Hidden Valley Wildlife Area and Trail Network, Riverside
- 31 • Idyllwild Nature Center and Trail Network, Idyllwild
- 32 • Santa Ana River Trail, Riverside
- 33 • Gilman Ranch, Banning
- 34 • Jensen Alvarado Ranch, Jurupa Valley
- 35 • Santa Rosa Plateau Nature Center and Trails Network, Murrieta

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1 **3.0 TERM**

2 This MOA shall be effective and commence upon execution by signature of the Parties,
3 and will end on June 30, 2023, unless terminated or modified as defined in section 4.0 of
4 this MOA.

5
6 **4.0 AMENDMENT OR TERMINATION OF MOA**

7 This MOA, along with any incorporated attachments, fully expresses all understandings of
8 the Parties concerning all matters covered and shall constitute the total MOA. No
9 addition to, or alteration of, the terms of this MOA whether by written or verbal
10 understanding of the parties, their officers, agents or employees, shall be valid unless
11 made in the form of a written amendment to this MOA formally approved and executed
12 by both Probation and RivCoParks.

13
14 This MOA may be amended at any time with the written concurrence of all parties.
15 Consideration for amendment will be given upon written notification by one party to the
16 other. Probation and RivCoParks will review this MOA at least annually and modify as
17 needed. This MOA can be terminated with or without cause by either party upon thirty
18 (30) days written notification to the other party or due to unavailability of funding.
19 Termination of the MOA will take effect thirty (30) days following receipt of the written
20 notice of termination or upon effective date of funding expiration.

21
22 **5.0 AGENCY REPRESENTATIVES**

23 The following agency representatives will serve as the primary points of contact as it
24 relates to accomplishing the terms of this MOA.

25
26 Administrative Services Supervisor

27 Don Crow

28 951-955-1395

29 DCrow@RIVCO.ORG

30
31 Probation Division Director, YTEC Program

32 AMC-YTEC

33 951-358-4400
34
35
36

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1 **6.0 ROLES AND RESPONSIBILITIES**

2 Probation and RivCoParks mutually agree to the YTEC work program as described in the
3 following roles and responsibilities:

4
5 **6.1 RivCoParks shall:**

- 6 • Assign staff to be a liaison between RivCoParks and Probation;
- 7 • Coordinate and plan scheduled work days with YTEC program director;
- 8 • Provide equipment (including personal protective equipment) needed to
9 perform clean-up, rehabilitation, and improvements to trails and park
10 facilities;
- 11 • Provide RivCoParks volunteer orientation for Probation staff and YTEC Youths
12 at onset of each event day;
- 13 • Communicate with and inform Probation staff of any issues, concerns,
14 injuries, or other pertinent information; and
- 15 • Review the work being performed under this MOA, annually, to determine if
16 it merits continued service provision.

17
18 **6.2 Probation shall:**

- 19 • Screen the YTEC Youths to find those who are within the parameters of what
20 is agreeable between the Parties (no sexual assault, cruelty to animals or
21 violent history). YTEC Youths must be 14 years of age or older;
- 22 • Coordinate and plan scheduled work days with RivCoParks Volunteer
23 Services Coordinator;
- 24 • Assign a minimum of two officers to transport and supervise YTEC Youths at
25 all times while performing volunteer services. The number of YTEC Youths
26 participating at any given time shall be limited to six. At least one officer will
27 be the same gender of the YTEC Youth being supervised;
- 28 • Ensure YTEC Youths are dressed in proper community service clothing for the
29 event;
- 30 • Provide consumables such as water, snacks, and lunch as needed for YTEC
31 Youths on event work days;
- 32 • Review the work being performed under this MOA, annually, to determine if
33 it merits continued service provision.

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1 **7.0 RECORDS RETENTION**

2 Each party agrees to retain all records pertaining to this MOA for the period indicated in
3 the Riverside County Records Retention General Schedule per Board of Supervisors Policy
4 A-43 unless otherwise indicated by the source of funds. If, at the end of the retention
5 period, there is ongoing litigation or an audit involving those records, each party shall
6 retain the original records until the resolution of such litigation or audit.
7

8 **8.0 CONFIDENTIALITY**

9 All parties agree to maintain the confidentiality of all YTEC Youths information in
10 accordance with all applicable Federal, State and local laws and regulations. Both parties
11 will ensure names, addresses, phone numbers, and any other individually identifiable
12 information concerning YTEC Youths and services received are kept confidential.
13

14 **9.0 HOLD HARMLESS AND INDEMNIFICATION**

15 Each party (referred to as "indemnitor") shall indemnify and hold harmless the other
16 party including its officials, officers, employees and agents (referred to as "indemnities")
17 from any liability, damage, claim or action based on or asserted upon any actions or
18 services of indemnitor, its officials, officers, employees or agents related to this MOA,
19 including but not limited to property damage, bodily injury or death. Indemnitor shall
20 defend, at its sole expense (including all costs and fees, including but not limited to
21 attorney fees, cost of investigation, defense and settlements or awards) in any claim or
22 action based upon such acts or services.
23

24 **10.0 ASSIGNMENT**

25 This MOA shall not be assigned by any party hereto, either in whole or in part, without
26 prior written consent of the other parties. Any assignment or purported assignment of
27 this MOA without the prior written consent will be deemed void and of no force or effect.
28

29 **11.0 LICENSE AND CERTIFICATIONS**

30 All parties verify upon execution of this MOA that it will possess all current and valid
31 licenses/certifications in compliance with any applicable local, State, and Federal laws and
32 that all roles and responsibilities set forth in section 6.0 shall be performed by properly
33 trained and licensed/certified staff.
34
35
36

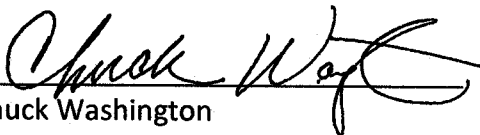
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SIGNATURE PAGE

IN WITNESS WHEREOF, this MOA has been executed by the County of Riverside, on behalf of its Probation Department, and the Riverside County Regional Park and Open-Space District by the signatures of the duly authorized respective agents, and the day and year written herein below.

County of Riverside
3960 Orange Street, Suite 600
Riverside, CA 92501

Riverside County Regional Park and
Open-Space District
4600 Crestmore Road
Riverside, CA 92509



Chuck Washington
Chairman, Board of Supervisors



~~Kevin Jeffries~~ **CHUCK WASHINGTON**
Chairman, Board of Directors

FEB 27 2018

FEB 27 2018

Date

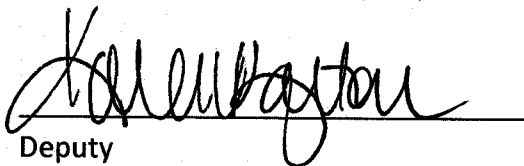
Date

ATTEST:

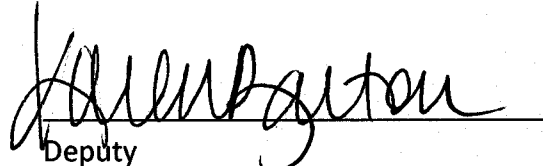
Kecia Harper-Ihem
Clerk of the Board

ATTEST:

Kecia Harper-Ihem
Clerk of the Board



Deputy



Deputy

(Seal)

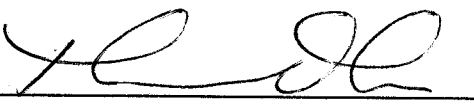
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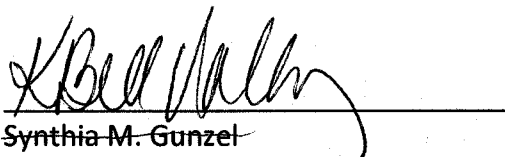
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel



Thomas Oh
Deputy County Counsel



Synthia M. Gunzel
Chief Deputy County Counsel