

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



**ITEM
3.5
(ID # 10680)**

MEETING DATE:

Tuesday, August 27, 2019

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve a Memorandum of Understanding between the Superior Court of California and the County of Riverside for the Appointment of the Chief Probation Officer. All Districts [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding between the Superior Court of California and the County of Riverside for the appointment of the Chief Probation Officer and authorize the Chairman of the Board to sign the agreement on behalf of the County.

ACTION:Policy

Jeff Van Wageningen, Assistant CEO / Public Safety 8/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 27, 2019
xc: EO

Kecia R. Harper
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:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Government Code section 27770 mandates that the Chief Probation Officer (CPO) of a county be nominated by the juvenile justice commission of the county and appointed by the presiding judge or a majority of judges. Previously, when the CPO position has become vacant in Riverside County, the Superior Court and the County have entered into a Memorandum of Understanding (MOU) to establish a joint governance committed to coordinate the recruitment and interview of CPO candidates, and to make a recommendation for nomination to the juvenile justice commission. The previous MOU expired upon the selection of the current CPO, Mark Hake.

Chief Hake has notified the Court and the County of his intention to retire in September. To fill the vacancy, the parties desire to once again formalize their cooperative working relationship and establish a new MOU.

Impact on Residents and Businesses

The Probation Department is an essential element of the criminal justice system and has served as a valuable partner in numerous efforts on behalf of the constituents of Riverside County. The community is well served when the County participates in the recruitment of the Chief Probation Officer.

Additional Fiscal Information

N/A

ATTACHMENTS:

1. Memorandum of Understanding between the Superior Court of California, County of Riverside and the County of Riverside – Appointment of Chief Probation Officer.

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



Jennifer Fuller, Deputy Human Resources Director

8/19/2019



Gregory V. Priaplos, Director County Counsel

8/19/2019

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE AND
THE COUNTY OF RIVERSIDE
FOR THE APPOINTMENT OF CHIEF PROBATION OFFICER

I. PARTIES

This Memorandum of Understanding (MOU) is entered into as of the effective date set forth below by and between the Superior Court of the State of California, County of RIVERSIDE, (“the Court”) and the County of RIVERSIDE, a political subdivision of the State of California (“the County”).

II. PRIMARY AUTHORITY

Although the Probation Officer (CPO) is appointed by and may be removed for good cause by the Presiding Judge or a majority of judges pursuant to California Government Code section 27770(a) and the CPO’s duties are defined by Section 27771, the CPO is a County officer and employee. Because of the unique governance structure applicable to Probation Services in the County, the Court and the County wish to formalize and maintain their cooperative working relationship in the review of prospective applicants, and selection of a new CPO.

III. COOPERATION IN SOLICITING AND REVIEWING
CANDIDATES FOR POSITION OF CPO

A. AGREEMENT TO COOPERATE. By this agreement, the Court and County agree to work cooperatively in the recruitment of candidates for the position of CPO. In that regard, the parties shall jointly cooperate in the following:

1. The recruitment and preliminary review of prospective candidates for the position of CPO.
2. The selection of candidates for further review and/or interviews.
3. The final selection of one candidate for the position of CPO to be presented to the Juvenile Justice and Delinquency Prevention Commission for nomination, and appointment by the Presiding Judge or a majority of judges.

B. CPO SELECTION COMMITTEE

The parties agree to form the CPO Selection Committee to effect the provisions of the law and the cooperation between the parties with respect to the issues noted in this agreement. The CPO Selection Committee shall be chaired by the Presiding Judge of the Superior Court, or designee, and be comprised of the following participants:

1. The Chair of the Board of Supervisors or designee.
2. One additional member of the Board of Supervisors.

3. The County Executive Officer or designee.
4. The Presiding Judge of the Superior Court or designee.
5. The Presiding Judge of the Juvenile Court or designee.
6. The Executive Officer of the Court or designee.

A designee from County Human Resources will be present as a non-voting member to answer any questions regarding process and procedure.

GENERAL PROVISIONS

A. TERM

This agreement is limited to the recruitment of a new CPO. The agreement shall commence on the date it is fully executed by the authorized representatives of the Court and County and shall remain in full force and effect unless terminated or otherwise modified as provided herein.

B. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement for convenience and without cause at any time by giving at least 30 days written notice of termination to the other party at the addresses set forth below. The notice shall specify the date on which termination shall become effective.

C. COOPERATION; RELATIONS BETWEEN THE PARTIES

The County and Court will cooperative in good faith to implement this MOU. The parties desire to foster and maintain an effective work relationship. Therefore, the parties agree to keep the lines of communication open and be responsive to questions and issues that impact on or affect the position of CPO. All attempts will be made to resolve any disputes that arise as timely and amicably as possible.

D. COMPLETE AGREEMENT

This Agreement constitutes all of the agreements, understandings, representations, covenants, and conditions relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless such amendment, waiver or modification is in writing and is signed by all parties.

E. NOTICES

All notices and correspondence concerning this Agreement shall be addressed as follows:

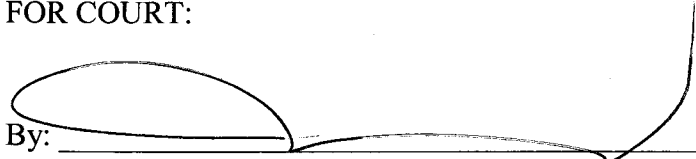
TO COURT:

TO COUNTY:

This Agreement is entered into by and between the parties on this ____ day of _____ 2019.

FOR COURT:

Dated: 8/16/19

By: 

Presiding Judge, Superior Court of California, County of Riverside

Dated: _____

By: _____
Presiding Judge, Juvenile Division Superior Court of California, County of Riverside

FOR COUNTY:

Dated: _____

By: _____
Chairperson County of Riverside, Board of Supervisors


This Agreement is entered into by and between the parties on this 27th day of August 2019.

FOR COURT:

Dated: _____


By: _____
Presiding Judge, Superior Court of California, County of
Riverside

Dated: 8-16-19

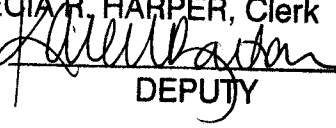
By: 
Presiding Judge, Juvenile Division Superior Court of
California, County of Riverside

FOR COUNTY:

Dated: AUG 27 2019

By: 
Chairperson County of Riverside, Board of Supervisors
KEVIN JEFFRIES

FORM APPROVED COUNTY COUNSEL
BY: 
GREGORY P. PRIAMOS DATE 8/21/19

ATTEST:
KEQIA R. HARPER, Clerk
By: 
DEPUTY