



***RIVERSIDE COUNTY PROBATION DEPARTMENT***  
***AND***  
***CITY OF RIVERSIDE***  
***YOUTH ACCOUNTABILITY TEAM SERVICES***  
***MEMORANDUM OF UNDERSTANDING***

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**1.0 PURPOSE**

The Riverside County Probation Department (Probation), in cooperation with the City of Riverside (City), enters into this Memorandum of Understanding (MOU). This MOU provides the mechanism, and defines the roles and responsibilities, through which Probation and the City's Police Department will work together to accomplish the mutual goal of providing Juvenile Justice Crime Prevention Act (JJCPA) Youth Accountability Team (YAT) services to youth located in the City area of Riverside County.

Probation and City agree to the following roles, responsibilities, and accompanying terms and conditions, which will be effective immediately and remain in effect until terminated or modified as defined in section 4.0 of this MOU.

**2.0 SCOPE**

The YAT program is a multi-agency, early intervention and prevention program serving middle and high school at-risk youth to reduce truancy, delinquent incidents, substance abuse, and entry into the juvenile justice system. It is a Probation program of supervision pursuant to section 654 of the Juvenile Court Law.

Each YAT will generally consist of one or more Deputy Probation Officers (DPO), one Sheriff's Deputy or Police Officer, a Deputy District Attorney (DDA), and a contract community based organization (CBO) outreach counselor or public agency who will work in a collaborative effort. The community-based counselor will assist the YAT in juvenile assessments and provide counseling support to youth and their families.

Although all YAT staff work in a collaborative fashion and strive to reach consensus on major decisions affecting a youth's participation in the program, the DPO leads the team and is ultimately responsible for supervision of YAT youth. As reflected in the terms of this MOU, all critical aspects of supervision rest solely with the DPO (intake decisions, establishing appropriate rehabilitative plans, and ensuring compliance with behavior contracts or consequence agreements).

This agreement shall serve all schools within the Riverside Unified School District (RUSD) and Alvord Unified School District (AUSD) as defined by the assigned YAT.

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**3.0 TERM**

This MOU shall be effective upon execution by signature of the Chief Probation Officer of the Riverside County Probation Department and the Chief of Police of the City of Riverside or their respective designees. The term of this MOU shall be for the Riverside County fiscal year commencing on July 1, 2018 and ending on June 30, 2019.

**4.0 AMENDMENT OR TERMINATION OF MOU**

This MOU, along with any incorporated attachments, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU 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 MOU formally approved and executed by both Probation and City.

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

**5.0 AGENCY REPRESENTATIVES**

The following agency representatives will serve as the primary points of contact to accomplish the terms of this MOU.

Probation Division Director, YAT Program - Special Services Division

City of Riverside, Chief of Police, City Police Department

**6.0 ROLES AND RESPONSIBILITIES**

**6.1 City shall:**

- Join the teams in the City;
- Serve as dedicated YAT officer(s) where funded, and only seek reimbursement for YAT related hours/activities;
- Utilize school resource officers (SROs) if needed; and

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- Work cooperatively with team members and community agencies.

**6.2 All Law Enforcement shall:**

- Assist in weekly check-ins, school visits, and home visits. Counsel youth and family when needed and/or requested;
- May be called upon to conduct initial investigations, specific to YAT youth, and complete initial incident reports, specific to YAT youth;
- Be called upon to represent the team as a spokesperson and liaison with private and public agencies;
- Conduct public information and education sessions for youth, families, and school employees;
- Assist with truancy sweeps and mitigate with school truancy problems through the School Attendance Review Board;
- Represent the team at meetings and other activities as required to meet objectives of the program;
- Facilitate programming within the scope of knowledge and utilizing standardized YAT programming material;
- Provide transportation to and from YAT sponsored activities utilizing respective agency vehicle; and
- Work cooperatively with team members and community agencies.

**6.3 Probation shall:**

- Be based in the community at schools, police stations, and/or other community locations;
- Accept out-of-custody formal and informal law enforcement referrals;
- Provide an intake function for pre-delinquent youth (truants, incorrigibles and curfew violators), and delinquent youth who have committed minor offenses;
- Handle referrals in an expeditious manner with a minimal amount of time between the receipt of the referral and the actual meeting with the youth and his/her parent/guardian;
- Conduct assessments of youth, develop appropriate rehabilitative plans and refer the youth, his/her family, or both to contract agencies for counseling services;
- Supervise cases, counsel youth and their families;
- Ensure compliance with behavior contracts or consequence agreements;

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- Conduct home visits regarding truant or at-risk youth;
- Assist in the development of resource lists for community-based organizations providing services in the respective areas;
- Act as spokesperson and liaison with public and private agencies;
- Conduct public information and education sessions for youth, families, SROs, and other school employees;
- Attend meetings and other activities to meet the objectives of the program including coordinating parent training, support groups and field trips; and participating in other community resource functions; and
- Work cooperatively with team members and community agencies.

**7.0 AUDITS**

City agrees that any duly authorized representative of the Federal, State or County Government shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this MOU. Any audit exception, as it relates to this MOU, resulting from an audit conducted by any duly authorized representative of the Federal, State or County Government shall be the responsibility of City. Any audit disallowance adjustments must be paid in full upon demand if required, or may be withheld at the discretion of the Chief Probation Officer against amounts due to City under this MOU.

**8.0 RECORDS RETENTION**

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

**9.0 CONFIDENTIALITY**

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

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**10.0 NON-DISCRIMINATION**

During the term of this Agreement, neither party shall discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and contractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code.

**11.0 HOLD HARMLESS AND INDEMNIFICATION**

City 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 County Indemnities) from any liability, claim, damage, or action whatsoever, based on or asserted upon any acts or omissions of City, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. City 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 County Indemnities in any claim or action based upon such alleged acts or omissions.

Probation shall indemnify and hold harmless City, its officers, employees, subcontractors, agents and representatives (individually and collectively hereinafter referred to as City Indemnities) from any liability, claim, damage, or action whatsoever, based on or asserted upon any acts or omissions of Probation, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. Probation 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 City Indemnities in any claim or action based upon such alleged acts or omissions.

Each party to this MOU shall be responsible for any claim, lawsuit, or liability caused by its own employee. Each party to this agreement shall bear all defense costs, including any attorney's fees, in the defense of itself or its employee. Neither party shall have an obligation to defend, or a duty to hold harmless, the other party's employees.

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**12.0 ASSIGNMENT**

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

**13.0 LICENSE AND CERTIFICATIONS**

All parties verify upon execution of this MOU, that all work performed pursuant to this MOU will, when applicable, possess a current and valid license/certification in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed/certified staff.

**14.0 COMPLIANCE, GOVERNING LAW, AND SEVERABILITY**

City shall comply with all applicable Federal, State, and local laws and regulations. In the event there is a conflict between the various applicable laws and regulations, City shall comply with the more restrictive law or regulation. Any legal action related to this MOU shall be filed only in the Superior Court for the State of California in Riverside, California. All parties shall be obligated to attend a mediation session before a neutral third-party mediator prior to the filing of any legal action.

If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**15.0 COMPENSATION**

**15.1 Maximum Amount:**

Maximum allowable costs under this MOU shall not exceed One Hundred Fifty-Five Thousand Two Hundred Eighteen Dollars (\$155,218), the maximum in salaries and benefits for the position(s) assigned to perform services each fiscal year.

**15.2 Method, Time and Schedule/Condition of Payments:**

Within thirty (30) days of the end of each quarter in which services were rendered, City will prepare and submit to the Probation Principal Accountant assigned to the program, via email, a reimbursement claim for services and expenditures performed and incurred during the quarter. Claim documentation will include, but is not limited to, an invoice with an itemized expenditure summary of Salaries & Benefits and



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Services & Supplies; copies of timesheets, pay registers, and vendor invoices or receipts, as applicable.

Upon review and approval, Probation shall process each claim within fifteen (15) business days. The corresponding payment voucher will be forwarded to the County Auditor-Controller's office for processing.

End of year, estimates for the month ending June 30 should be provided to Probation by June 20 with the final invoice due July 31 or next available working day.

If City ceases provision of services for any period, then no payment will apply for that period. Probation will reimburse City for services provided in accordance with the terms and conditions contained herein.

In the event the State based annual allocation of JJCPA funds cannot accommodate budget increases approved by the JJCC, funding for this MOU will revert to a prior years approved budget.

**15.3 Use of Funds:**

City shall not use any funds received pursuant to this MOU for any other program, project, or purpose. City shall not use funds, claimed through reimbursement from Probation, to supplant for any costs which have been paid by another source of revenue. City agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, for the purposes of obtaining funds under any other program without prior written approval of Probation.

**15.4 Disallowance:**

In the event City receives payment for services pursuant to this MOU which is later disallowed for nonconformance with the terms and conditions herein by Probation, City shall promptly refund the disallowed amount to Probation upon request, or at its option, Probation may offset the amount disallowed from any payment due to City under any City agreement with Probation.

**15.5 Availability of Funding:**

Probation's obligation for payment under this MOU is contingent upon the availability of funds from which payment can be made.

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**16.0 NOTICES**

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

Riverside County Probation Department  
Administrative Manager III - Fiscal Services  
P.O. Box 833  
Riverside, CA 92502  
Main Number: (951) 955-2830

City of Riverside Police Department  
Chief of Police  
4102 Orange Street  
Riverside, CA 92501  
Main Number: (951) 826-5902

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion will not be acceptable.


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**SIGNATURE PAGE**

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of Riverside County Probation Department and the City of Riverside by the signatures of the duly authorized respective agents, and the day and year written herein below.

Riverside County Probation Department  
3960 Orange Street, Suite 600  
Riverside, CA 92501

City of Riverside Police Department  
4102 Orange Street  
Riverside, CA 92501


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

\_\_\_\_\_  
Alexander T. Nguyen  
Assistant City Manager

5-29-18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to Form:**

By:   
\_\_\_\_\_  
**Elliot H. Min**  
**Deputy City Attorney**