

MEMORANDUM OF UNDERSTANDING

between the

San Bernardino County Probation Department

and

San Bernardino County Sheriff/Coroner/Public Administrator

and

San Bernardino County District Attorney's Office

and

San Bernardino County Public Defender's Office

and

San Bernardino County Department of Children and Family Services

and

San Bernardino County Department of Behavioral Health

and

San Bernardino County Superintendent of Schools

and

City of Redlands Police Department

for

Juvenile Justice Crime Prevention Act AB1913

January 14, 2025

This Memorandum of Understanding (MOU), entered into by and among the San Bernardino County (County) Probation Department (Probation), County Sheriff/Coroner/Public Administrator (Sheriff), County District Attorney's Office (DA), County Public Defender's Office (Public Defender), County Department of Children and Family Services (CFS), County Department of Behavioral Health (DBH), County Superintendent of Schools (SBCSS), and the City of Redlands Police Department (Redlands PD) is for the purpose of setting forth the roles and responsibilities of the agencies to ensure coordinated, timely, and comprehensive strategies for providing effective continuum of responses for the prevention, interpretation, supervision, community-based treatment and treatment of incarcerated juvenile offenders are made under the Juvenile Justice Crime Prevention Act (JJCPA) program.

BACKGROUND: Government Code section 30061 and Welfare and Institutions Code (WIC) section 1961, as amended by AB 1998 (Ch. 880, Statutes of 2016), combined and established the planning and reporting requirements under the JJCPA and the Youthful Offender Block Grant (YOBG) programs.

The JJCPA program provides state funding for counties to implement programs that have proven effective in reducing crime and delinquency among at-risk youth and youthful offenders.

The YOBG program provides state funding for counties to deliver custody and care (i.e., appropriate rehabilitative and supervisory services) to youthful offenders who previously would have been committed to the California Department of Corrections & Rehabilitation, Division of Juvenile Justice.

The combined JJCPA-YOBG program has specific reporting requirements to the Office of Youth and Community Restoration (OYCR) including an annual JJCPA-YOBG operational plan (due by May 1 of each fiscal year) that combines all required programs, placements, strategies, services, and systems information into one consolidated document; and an annual JJCPA-YOBG Grant Expenditure and Data Report that provides expenditure detail for both JJCPA and YOBG as well as specified Countywide juvenile offender data (due October 1 of each fiscal year).

WHEREAS, this MOU outlines the shared obligations under JJCPA and WIC section 16521.6, including, but not limited to commitment to developing and implementing a continuation of Countywide responses to juvenile crime;

WHEREAS, WIC section 749.22 requires that each county establish a Juvenile Justice Coordinating Council (JJCC) that shall develop and implement a continuum of county-based responses to juvenile crime and is responsible for developing the County's Multi-Agency Local Action Plan to serve Juvenile-Justice Involved Youth.

WHEREAS, WIC section 749.22 establishes the Chief Probation Officer as the Chair of the JJCC and;

WHEREAS, the JJCC shall include, in addition to the agencies outlined in this MOU, a representative from the County Board of Supervisors, a community-based drug and alcohol program, a nonprofit community-based organization that provides services to youth in the County and an at-large community representative.

WHEREAS, this MOU does not replace or supersede the provisions of the JJCC bylaws.

WHEREAS, Probation, Sheriff, DA, Public Defender, CFS, DBH, SBCSS, Redlands PD, and the Juvenile Court are mandated, by WIC section 749.22, to share obligations under JJCPA requirements as outlined in the approved annual plan.

NOW THEREFORE, Probation, Sheriff, DA, Public Defender, CFS, DBH, SBCSS, Redlands PD and the Juvenile Court mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Juvenile Justice Crime Prevention Act (JJCPA) – Provides funding pursuant to the Government Code § 30061, subdivision (b)(4) to address juvenile crime prevention and intervention needs within the County (formerly known as AB 1913).
- B. Juvenile Justice Coordinating Council (JJCC) – A multi-agency council mandated by WIC section 749.22 to develop and implement a continuation of Countywide responses to juvenile crime.
- C. JJCC Chair – The Chief Probation Officer (or designee) of the County Probation Department as authorized and mandated by WIC Section 749.22.
- D. Partner Agencies (and separately referred to herein as “Public Agency”) – The official public (governmental) organizations within the Juvenile Justice Coordinating Council (collectively Probation, Sheriff, DA, Public Defender, CFS, DBH, SBCSS, and Redlands PD) or separately as “Public Agency”.
- E. Subcontractors – All non-Partner Agencies including community based organizations or an at-large community member, if applicable, entering into an agreement with any of the Partner Agencies to receive funding and deliver ad hoc services in accordance with the JJCC Annual Operational Plan.
- F. JJCPA Annual Operational Plan – A multi-agency plan that includes the requirements in Government Code section 30061, subdivision (b)(4) and that identifies the resources and strategies for providing an effective continuum of responses for the prevention, intervention, supervision, community-based treatment and treatment of incarcerated juvenile offenders, including strategies to develop and implement local out-of-home placement options for the offenders. The JJCPA Annual Operational Plan is due to the Board of State and Community Corrections by May 1st of each year

II. PURPOSE

The purpose of this MOU is to enhance interagency collaboration and partnership by seeking increased coordination in the delivery of services to provide prevention, intervention, and re-entry services designed to serve at-risk and system involved youth and their families. This MOU outlines the partnership's responsibilities.

III. JJCC CHAIR (PROBATION) RESPONSIBILITIES

The JJCC Chair (Probation) shall:

- A. Operate in the capacity of Chair of the JJCC as defined in WIC Section 749.22 in coordination with the County Board of Supervisors.
- B. Schedule and chair ongoing meetings at least quarterly, attended by all JJCC members to discuss topics pertinent to JJCPA affairs.
- C. Develop the JJCPA Annual Operational Plan that identifies the resources and strategies for providing an effective continuum of responses to juvenile crime and submit the same to the OYCR annually by May 1, further, complete the annual JJCPA-YOBG Grant Expenditure and Data Report that provides expenditure detail for JJCPA and YOBG and specified Countywide juvenile offender data and submit the same to the County Board of Supervisors and the OYCR annually by October 1.

- D. Develop an annual budget that incorporates appropriations and revenue sources for all activities outlined in the JJCPA Annual Plan including funding for special projects and subcontracted activities.
- E. Develop and maintain a transparent and equitable system of allocation of funds for services and projects approved by the JJCC.
- F. Ensure the appropriate utilization of JJCPA funding through consistent and effective audit functions of all appropriated funds to Partner Agencies and Subcontractors.
- G. Provide ongoing administrative support and direction to Partner Agencies and in providing services to at-risk youth.
- H. Promote reinvestment of any fiscal savings into identified gaps in services.
- I. Ensure this MOU remains relevant and up-to-date.

IV. PARTNER AGENCIES RESPONSIBILITIES

Each Partner Agency shall:

- A. Provide at least one voting eligible representative at scheduled JJCC meetings and adhere to the JJCC bylaws.
- B. Complete a required ethics training pursuant AB 1234 and Government Code section 18371 (a) (1) through (a)(4) once every two years and provide proof to the JJCC Chair.
- C. Submit program funding proposals that align with the JJCPA Annual Operational Plan and meet the requirements of the JJCC project proposal request guidelines.
- D. Make presentations of proposed programs to the JJCC for review and approval, including details of any necessary Sub-contractors, implementation plans, and accountability strategies.
- E. Provide ongoing updates of funded programs to the JJCC, including statistics of populations served, outcome measures and unaccomplished items of the original proposal.
- F. Ensure full compliance by Subcontractors to the requirements of the JJCPA Annual Operational Plan and JJCC project proposal request guidelines and perform regular audits to ensure accountability and transparency.
- G. Submit to full accounting and programmatic audits by the JJCC of all program expenditures and program components including Sub-contractors' activities.

V. JJCC RESPONSIBILITIES

The JJCC shall:

- A. Review and approve (or otherwise) by voting, all program funding proposals presented by Partner Agencies.
- B. Have the right to inspect all records pertaining to service delivery and all fiscal, statistical and management records of services. Full cooperation shall be given by all Partner Agencies and Sub-contractors in any auditing or monitoring conducted.

VI. INDEMNIFICATION

Each Party Agency agrees to indemnify, defend (with counsel approved by the respective Partner Agency) and hold harmless the other Parties (“Indemnitees”) and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU, but only to the extent actually caused by the negligent acts, errors or omissions of the indemnifying Party and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by Indemnitees on account of any claim except where such indemnification is prohibited by law.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this MOU, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

VII. INSURANCE

Each of the parties to this MOU are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers’ Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this MOU.

VIII. CHOICE OF LAW

This MOU shall be governed by and construed according to the laws of the State of California.

IX. VENUE

The parties acknowledge and agree that this MOU was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

X. ASSIGNMENT

Without the prior written consent of all parties, the MOU is not assignable by any party.

XI. FISCAL PROVISIONS

There shall be no financial remuneration to or from any party for any services provided under this MOU other than funding of JJCC approved programs.

XII. TERM

This MOU is effective as of January 15, 2025, and expires January 14, 2030, but may be terminated earlier in accordance with provisions of Section XIII. C. of this MOU.

XIII. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing that refers to the provisions so waived and is executed by the JJCC. No course of dealing and no delay or failure of a Partner Agency in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Partner Agency shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of the provisions of this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the JJCC as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Partner Agencies or Sub-contractors hereto.
- C. The County reserves the right to terminate this MOU, for its convenience, with or without cause, with a thirty (30) day written notice of termination to the Partner Agencies. Such termination may include all or part of the services described herein.

XIV. CONCLUSION

- A. This MOU, consisting of nine (9) pages is the full and complete document describing services to be rendered by the Partner Agencies including all covenants, conditions, and benefits.
- B. The signatures of the Partner Agencies affixed to this MOU affirm that they are duly authorized to commit and bind their respective Partner Agency to the terms and conditions set forth in this document.
- C. This MOU, and if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

SIGNATURES ON NEXT PAGE

SAN BERNARDINO COUNTY
PROBATION DEPARTMENT

Tracy Reece, Chief Probation Officer
175 W. Fifth Street, 4th Floor
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
SHERIFF/CORONER/PUBLIC ADMINISTRATOR

Shannon D. Dicus, Sheriff-Coroner
655 East Third Street
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
DISTRICT ATTORNEY'S OFFICE

Jason Anderson, District Attorney
303 W. 3rd Street
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
PUBLIC DEFENDER'S OFFICE

Thomas W. Sone, Public Defender
323 W. Court Street
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
CHILDREN AND FAMILY SERVICES

Jeany Zepeda, Director
150 S. Lena Road
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

Georgina Yoshioka, DSW, MBA, LCSW, Director
303 E. Vanderbilt Way
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

Richard De Nava, Deputy Superintendent
Business Services
760 East Brier Street
San Bernardino, CA 92415
Date: _____

CITY OF REDLANDS
POLICE DEPARTMENT

Rachel Tolber, Chief of Police
30 Cajon Street
Redlands, CA 92373
Date: _____

SAN BERNARDINO COUNTY



, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy