

MEMORANDUM OF UNDERSTANDING

The Tulare County Sheriff's Office (Sheriff's Department) enters into a Memorandum of Understanding, effective as of July 1, 2018 through June 30, 2021, with the Tulare County District Attorney's Office (District Attorney), and the Tulare County Probation Department (Probation) and Family Services of Tulare County to operate the Tulare County SAFE Team under Sexual Assault Felony Enforcement (SAFE) program. Funding for the grant shall be on an annual basis and is an allocation of CAL OES programs based on existing programmatic guidelines and percentages commencing with Penal Code 13821 (c) from the Enhancing Law Enforcement Activities Subaccount (ELEAS).

Tulare County SAFE Team

The Tulare County SAFE Team is a multi-agency task force that will investigate and monitor sexual offenders. The County departments in the task force, and the subjects of this Memorandum of Understanding, are the Sheriff's Department, District Attorney and Probation in the following proportions: a) The Sheriff's Department will have three detectives and one Extra Help Investigator Aide; b) The District Attorney will have one investigator; c) Probation will have one probation officer.

Roles and Responsibilities

Tulare County Sheriff's Department

- The Sheriff's Detectives assigned to the SAFE Team will monitor and perform investigations and special details to apprehend habitual and convicted sex offenders who fail to register with authorities. The detectives will take a proactive role in the registration and prosecution of child molesters and violent sex offenders. They will conduct criminal investigations, locate and apprehend wanted sexual predators and assist local police departments with PC 290 sexual violator investigations.
- The Detectives will have special training in investigations of sexual assault and juvenile crimes. These investigators will be tasked with conducting criminal investigations in cases of maltreatment of minors, including but not limited to, sexual abuse, physical abuse and neglect. Detectives will also address reports of missing juveniles and investigate SCAR (Suspected Child Abuse Report) reports. They will testify in criminal cases.
- The (Extra Help) Investigator Aide will be assigned to the SAFE Team as a liaison between the District Attorney's office and Probation office. The Investigator Aide will process and serve documents such as legal motions, determine location of persons, agencies and businesses from available resources; contact other agencies and businesses. The Investigator Aide will examine public and private records for personal history and other data; obtain and distribute crime reports and other documents from law enforcement agencies. The Investigator Aide will enter data into the Violent Crimes Information Network (VCIN), a network program which law enforcement enters registration data into that goes to DOJ for CSAR and DMV utilization. The Investigator Aide will establish and maintain effective working relationships with the public and private agencies; keeps statistical records of activity of the SAFE Team; maintain records; and correspondence.

- Annual Budget: \$357,467

Tulare County District Attorney

- The investigator will be assigned to the SAFE Team partially as a liaison between the District Attorney's office and the SAFE Team and will function in a proactive law enforcement investigator capacity by taking part in all aspects and functions of the operation. The investigator will monitor and perform investigations and special details for the purpose of apprehension of habitual sexual offenders and other convicted sex offenders who fail to register with the authorities and take a proactive role in the registration and prosecution of child molesters and violent sex offenders. The investigator will conduct criminal investigations, locate and apprehend wanted sexual predators and assist local police departments with PC 290 sexual violator investigations. The investigator will keep record of compliance checks in the computer data base called Access and keep up-to-date all PC 290 registrant compliance checks. The investigator will also testify in criminal cases.
- Annual Budget: \$98,301

Tulare County Probation Department

- The Probation Officer will be assigned to the SAFE Team partially as a liaison between the SAFE Team and the Probation Department by giving direction to the SAFE Team in matters related to Probation. The Probation Officer will function in a pro-active law enforcement investigator capacity, taking part in all aspects and functions of the operation. The Officer will provide DOJ with the LSCM1 and Static 99 scores on offenders. The Officer will conduct probation searches on registered sex offenders' automobiles and residences for evidence of suspected violations of laws or probation; make an arrest and/or detain probationers who have committed violations; administer drug and alcohol tests to determine use/abuse; receive and book inmates at detention facilities, upon request and assist Police/Sheriff Departments in PC 290 cases.
- The Probation Officer will investigate reports and make recommendations on sexual predator and registration cases referred to the Probation Department by the courts. The Officer will review the personal history, family environment, social and economic conditions of these cases to determine the cause of each individual's behavior and establish a basis for recommending treatment. The Officer will gather information on sexual violators through interviews and correspondence with families, victims, employees, neighbors, associates and personnel of other agencies. The Officer will determine conformance to conditions of probation and make decisions pertaining to release of sexual registrant clients on their own recognizance, revocations, extensions, successful terminations or reinstatements of probation; keep record of statistical data related to cases; and document aspects of sexual registrant probationer's / client's attitude, institutional behavior and compliance with probation terms.
- Annual Budget: \$77,044

Family Services of Tulare County

- Family Services of Tulare County will provide public education presentations on: Internet sex crimes, Sexual Assault awareness/prevention, the Sexual Assault Response Team, the Rape Crisis Center and services available in Tulare County. Presentations will occur at schools, civic clubs, professional organizations businesses, and other community organizations.
- Family Services of Tulare County will document and report the number of presentations, number of people educated, etc. as required for contract compliance.
- Annual Budget: \$30,085

General Terms

Term

- This Agreement will be effective as of July 1, 2018 and shall expire at 11:59 PM on June 30, 2021, until otherwise modified by written consent of all involved parties. Each party will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

Compliance with Law

- Parties shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

Records and Audit

- Parties shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this MOU. In addition, Parties shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request by County, each Party shall make such records available to the requesting Party, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this MOU.

Conflict of Interest

- Parties agrees to, at all times during the performance of this MOU, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including any of the

undersigned Parties for this purpose, from making any decision on behalf of another Party in which such officer, employee or consultant/contractor has a direct or indirect financial interest. Each Party agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the other Parties' designated representative and provide all information needed for resolution of this question.

Indemnification

- Each Party (Indemnitor) shall hold harmless, defend and indemnify the other Parties (Indemnitee(s)), their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including Indemnitee(s') property, arising from, or in connection with, the performance by Indemnitor or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that may be made against Indemnitee(s) by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against Indemnitee(s) alleging civil rights violations by Indemnitor under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on Indemnitee(s) for Indemnitor's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.

Loss of Funding

- It is understood and agreed that if the funding is either discontinued or reduced for this project that the Parties shall have the right to terminate this MOU. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

Assignment/Subcontracting

- Unless otherwise provided in this MOU, each Party relying on the personal skill, expertise, training and experience of the other undersigned Parties and their employees and no part of this MOU may be assigned or subcontracted by any Party without the prior written consent of the other Parties.

Assurances of Non-Discrimination

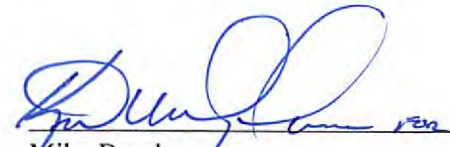
- Parties shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by any local, state or federal law or regulation.

[SIGNATURES FOLLOW ON NEXT PAGE]

Memorandum of Understanding: Tulare County SAFE TEAM

Approval

The undersigned has read and agree with the terms of this Memorandum of Understanding and the budget allocations.



Mike Boudreaux
Sheriff-Coroner
Tulare County Sheriff's Department

7-3-18

Date

J. Steven Worthley
Chairman
Tulare County Board of Supervisors

Date

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By  7/3/18

Deputy

Matter # 20181072

Tim Ward
District Attorney
Tulare County District Attorney

Date

Michelle Bonwell
Chief Probation Officer
Tulare County Probation Department

Date

Caity Meader
Executive Director
Family Services of Tulare County

Date