



County Executive Office

Memorandum

April 17, 2008

To: Darlene Bloom, Clerk of the Board of Supervisors

From: Rob Richardson, Assistant to the County Executive Officer

Subject: Revision and additional Recommended Action - #21, April 22, 2008
2007/2008 Charitable Organizations Report

Please find attached a revised Annual Charitable Organization Activities report from the Orange County Sheriff-Coroner. Please replace the prior submittal with the revised report dated April 10, 2008.

Additionally, the Sheriff-Coroner, working with County Counsel and the County Executive Office, is recommending a resolution and liability releases to govern the process for offering ride-along and tour opportunities to charitable organizations. The recommended resolution, which contains the liability releases, is attached to this memo.

It is therefore an additional recommended action is included with #21 on the Board of Supervisors April 22, 2008 agenda:

Approve Resolution to Supersede Board of Supervisors Resolution 02-257 for purposes of the Sheriff-Coroner's donation of certificates for ride-alongs and tour to support charitable organizations.

Attachments:

Revised Sheriff-Coroner Submittal
Draft Resolution and Exhibits

cc: Thomas G. Mauk, County Executive Officer
Ben De Mayo, County Counsel
Jack Anderson, Assistant Sheriff, Acting as Sheriff

ORANGE COUNTY SHERIFF
Santa Ana, California



DATE: April 11, 2008
TO: Tom Mauk, County Executive Officer
FROM: Jack Anderson, Assistant Sheriff
Acting as the Sheriff-Coroner
RE: Annual Charitable Organization Report

A handwritten signature in black ink, appearing to be "JA", is written over the "FROM:" line of the header.

The Sheriff's Department has historically conducted harbor and patrol vehicle ride-alongs and tours of the jail and other Departmental facilities. Some of these ride-alongs and tours resulted from the Department donating certificates to charitable organizations, at their request, to be used as auction items at fundraising events. While not all of the certificates are redeemed, attached is a listing of the charitable organizations to which a certificate for a ride-along or tour was provided in 2007.

To the extent possible, we schedule ride-alongs to coincide with regular patrol shifts and we schedule tours at times when it does not impact operations. Therefore, the cost of providing ride-alongs and tours is minimal. Based on historical numbers, we anticipate providing between 50 to 75 ride-along and tour opportunities in 2008.

If you have any questions about this issue, please contact Rick Dostal at 647-1803.

cc: Rick Dostal, Executive Director, Special Services
Jane Reyes, Director, Financial/Administrative Services

Calendar Year 2007

Organization	Certificate Request	Date of Event
Orange County Rescue Mission	Shoot with the Sheriff	October 6, 2007
Chapman University Foundation	Shoot with the Sheriff	November 3, 2007
Mission Hospital Regional Foundation	Harbor Ride Along for 6 people	December 15, 2007
Village View School	Harbor Ride Along for 6 people	November 3, 2007
Marina Football Booster Club	Shoot at the Range	October 20, 2007
Canyon Acres Children and Family Services	Harbor Ride Along for 6 people	October 7, 2007
Rotary Club of Villa Park	Helicopter Fly Along Jail Tour Ride along Harbor Ride Along	October 4, 2007
Hoag Hospital Foundation	Harbor Ride Along	December 1, 2007
Big Brothers and Big Sisters of Orange County	Harbor Ride Along	November 1, 2007
Lutheran High School	Shoot with the Sheriff	October 7, 2007
YMCA of Orange County Beach Cities	Shoot with the Sheriff	October 1, 2007
Black and Decker 10 th Annual Charity Golf Invitational	Harbor Ride Along for 4	October 25, 2007

Make a Wish	Jail Tour for 4	September 15, 2007
United Way (Golf event and Leadership breakfast	2 certificates for 1 person Patrol Ride Along 2 certificates for 4 people Harbor Ride Along 2 certificates for 4 people Jail Tour	October 2007
Villa Park High School	Harbor Ride Along for 4	October 13, 2007
Rotary Club of Laguna Niguel	Jail Tour for 4 and lunch with Sheriff	August 27, 2007
CBMC (Christian Business Men's Committee)	Jail Tour for 4 and lunch with Sheriff Harbor Ride Along for 4 and lunch w/Sheriff	September 10, 2007
Orange Coast Memorial Foundation	Jail Tour for 4	October 6, 2007
Heritage Pointe	Ride along for 1 in a patrol car	November 18, 2007
The Boys and Girls Club of Fullerton	Ride along for 1 in a patrol car	September 21, 2007
The American Liver Foundation	Ride along for 1 in a patrol car	September 18, 2007
City of Hope	Ride along for 1 in a patrol car	October 27, 2007
Su Casa Long Beach	Ride along for 1 in a patrol car	October 27, 2007
Sts Simon & Jude School	Jail Tour for 4 people	November 10, 2007
Olive Crest Golf Tournament	Harbor Tour and lunch with Sheriff	No date given
Rett Syndrome Charity Golf Tournament	Harbor Ride Along for 4 people	August 20, 2007

Big Boys Men's Camp	Shoot with the Sheriff	September 27-29
Big Brothers and Big Sisters of O.C.	Harbor Ride Along for 4 Jail Tour for 4	June 22, 2007
Beckstand Cancer Foundation	Harbor Ride Along for 4	October 13, 2007
Beach Cities Friend of NRA	Shoot with the Sheriff	July 19, 2007
Rocky Start Foundation	Jail Tour for 4	September 17, 2007
Kids for Kilimanjaro	Harbor Ride Along for 4	September 8, 2007
City of Hope	Jail Tour for 4	October 27, 2007
St. John's Lutheran School	Coroner Tour for 4	May 12, 2007
Boys and Girls Clubs of Huntington Beach	Harbor Ride Along	October 12, 2007
Mission Viejo Community Foundation	Jail Tour for 4	May 5, 2007
TKO Boxing Club	Jail Tour for 4	May 6, 2007
Corazon de Vida nonprofit for Orphans of Baja	Jail Tour for 4	September 29, 2007
Santa Ana Zoo	Harbor Ride Along for 4	August 25, 2007
Merage Jewish Community Center of Orange	Harbor Ride Along for 4	March 25, 2007
Marconi Automotive Museum for Kids	Shoot with the Sheriff	March 17, 2007

JSerra Catholic High School	Jail Tour and Lunch with Sheriff	March 17, 2007
BJ's Foundation for Cystic Fibrosis	Jail Tour	June 4, 2007
Make a Wish Foundation	Jail Tour	September 15, 2007
Canyon Acres Children and Family Services	Harbor Ride Along and Lunch for 4	June 16, 2007
Kids Singers	Harbor Ride Along and Lunch for 4	June 16, 2007
Olive Crest	Jail and Harbor Ride Along for 4	February 25, 2007
Boys Hope Girls Hope of So. Calif	Jail Tour and Lunch for 5	May 7, 2007
Waldorf School of Orange County	Jail Tour	March 3, 2007
Garden of Angels	Jail Tour	April 6, 2007
Soroptimist International of Lake Forest	Jail Tour and Lunch for 4	April 21, 2007
La Habra Rotary Foundation	Harbor Ride Along for 4	January 12, 2007
Alzheimer's Association of O.C.	Jail Tour for 4	March 23, 2007

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

<Meeting Date – COB will modify if continued>

WHEREAS, California Government Code section 26227 authorizes the cooperation of County government in charitable fundraising activities with non-profit charitable organizations if the Board of Supervisors deems that such fundraising activities will assist in meeting the social needs of the population of the County; and

WHEREAS, to educate the public about the operations of the Orange County Sheriff-Coroner Department (hereinafter “the Sheriff”), the Sheriff currently offers ride-alongs in patrol vehicles and harbor patrol vessels and tours of the County jails, the Sheriff’s Forensic Science Crime Lab, and the Coroner’s Facility to citizens of Orange County, provided they comply with a background check, sign a release of liability and agree to follow the Sheriff’s policies, rules and regulations for ride-alongs and tours; and

WHEREAS, at the request of various non-profit charitable organizations, the Sheriff desires to donate certificates for ride-alongs and tours to non-profit charitable organizations to be used as auction items to be sold to raise money for charitable purposes; and

WHEREAS, the Board has concluded that such charitable fundraising conducted by non-profit organizations in Orange County that directly benefit law enforcement, public safety, medical and mental health services, children and family social service programs and children’s education will assist in meeting the social needs of the population of the County.

NOW, THEREFORE BE IT RESOLVED that the Orange County Board of Supervisors hereby directs that:

1. This Resolution supercedes Resolution 02-257 for purposes of the Sheriff’s donation of certificates for ride-alongs and tours that support fundraising activities of non-profit charitable organizations.
2. The Sheriff may donate certificates for ride-alongs and tours in accordance with this Resolution, provided that all the following policies are met:
 - a. Certificates for ride-alongs and tours may be donated to non-profit charitable organizations in Orange County that directly benefit law enforcement, public safety, medical and mental health services, children and family social service programs and children’s education.
 - b. The charitable organization must be a non-profit corporation or a community chest, fund or foundation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Specifically excluded from this authority are for-profit organizations.

- c. Each calendar year, the Sheriff will limit the number of certificates donated to these charitable organizations to one (1) certificate for ride-alongs, for up to two people, and one (1) certificate for tours, for up to four people.
- d. The proceeds from any auction of the certificates for the ride-alongs and tours must directly benefit law enforcement, public safety, medical and mental health services, children and family social service programs and children's education in Orange County.
- e. The charitable organization must not use the County logo in promoting its fundraising activity.
- f. The charitable organization must not contain the name of the Sheriff-Coroner in its title or name.
- g. Any person redeeming a certificate to participate in a ride-along or tour must be at least eighteen (18) years of age.
- h. Any person redeeming a certificate to participate in a ride-along or tour must first sign a release of liability agreement. The release of liability form for the ride-along is attached hereto as Exhibit "A". The release of liability form for the jail tour is attached hereto as Exhibit "B". The release of liability form for the Forensic Crime Lab and the Coroner's Facility is attached hereto as Exhibit "C".
- i. Any person redeeming a certificate to participate in a ride-along or tour must submit to and pass a background check conducted by the Sheriff.
- j. Any person redeeming a certificate to participate in a ride-along or tour must agree to comply with all Sheriff policies, rules and regulations prior to participating in the ride-along or tour.
- k. The Sheriff shall provide to the CEO a listing of the charitable organizations to which a certificate for a ride-along or tour was donated during the previous calendar year.

Exhibit A

Orange County Sheriff's Department
Ride-Along Terms, Conditions and Release of Liability Agreement

I, _____ declare that I am at least eighteen (18) years of age, that I
(Print Name)

am not a member of the Orange County Sheriff's Department, and that I have made a voluntary request to ride as a passenger in a vehicle or water vessel assigned to the Orange County Sheriff's Department in order to accompany a member or members of the Orange County Sheriff's Department during the performance of their official duties. In consideration for allowing me to ride as a passenger in a vehicle or water vessel assigned to the Orange County Sheriff's Department and to accompany a member or members of the Orange County Sheriff's Department during the performance of their duties, I hereby understand and agree to the following terms and conditions:

1. I may be subjected to a search of my person before and/or after entering any vehicle or water vessel assigned to the Orange County Sheriff's Department.

2. I will be subjected to a background check prior to being allowed to ride as a passenger in any vehicle or water vessel assigned to the Orange County Sheriff's Department and/or accompanying a member or members of the Sheriff's Department during the performance of their duties.

3. That the work of the Orange County Sheriff's Department is inherently dangerous and carries a risk of personal injury, death, and/or damage to property. Further, that while riding as a passenger in a vehicle or water vessel assigned to the Orange County Sheriff's Department and accompanying a member or members of the Orange County Sheriff's Department during the performance of their official duties, I may be subjected to the risk of personal injury, death or damage to my property. I hereby freely, voluntarily, and with such knowledge assume the risk of personal injury, death, and/or property damage while as a passenger in a vehicle or water vessel assigned to the Orange County Sheriff's Department and while accompanying a member or members of the Orange County Sheriff's Department during the performance of their duties. I will not hold the County of Orange, its sureties, the Orange County Sheriff, his sureties and the Orange County Sheriff's Department and its employees and their sureties responsible or liable for any injury, death and/or damage to me or my property while riding in any vehicle or water vessel assigned to the Orange County Sheriff's Department and/or while accompanying a member or members of the Orange County Sheriff's Department during the performance of their official duties.

4. I will listen to and obey any command, directive or instruction given by a member of the Orange County Sheriff's Department while riding as a passenger in a vehicle or water vessel assigned to the Orange County Sheriff's Department or accompanying a member or members of the Orange County Sheriff's Department during the performance of their official duties.

Exhibit A

5. I will wear appropriate attire as determined by the Orange County Sheriff's Department.

6. I am not involved in any way with litigation or pending litigation against the Orange County Sheriff's Department or any of its employees in their capacity members of the Orange County Sheriff's Department.

7. My request to ride in a vehicle or water vessel assigned to the Orange County Sheriff's Department and/or to accompany a member or members of the Orange County Sheriff's Department may be denied or once approved, revoked at any time by the Orange County Sheriff's Department.

8. That the County of Orange, its sureties, the Orange County Sheriff, his sureties and the Orange County Sheriff's Department and its employees and their sureties are not and will not be held responsible or liable for any injury and/or damage to myself or my property while I ride as a passenger in an vehicle or vessel assigned to the Orange County Sheriff's Department and/or accompany a member or members of the Orange County Sheriff's Department in the performance of their duties.

9. That I am aware of the provisions of the California Vehicle Code Section 17158 which provides:

"No person riding in or occupying a vehicle owned by him and driven by another person with his permission, has any right of action for civil damages against the driver of the vehicle or against any other person legally liable for the conduct of the driver on account of personal injury to or the death of the owner during the ride, unless the plaintiff in any such action establishes that the injury or death proximately resulted from the intoxication or willful misconduct of the driver."

and that during such time as I am riding in any vehicle or water vessel assigned to the Orange County Sheriff's Department, I am in the status as a guest, and that my right, if any, for civil damages against the driver or any other person legally liable for the conduct of the driver for death, personal injury, or property damage occurring during such time is provided in California Vehicle Code Section 17158.

10. I release, waive, discharge, and covenant not to sue the County of Orange, its elected and appointed officials, officers, employees, agents including the Orange County Sheriff, and the Orange County Sheriff's Department and its employees from any liability for any harm, injury, property damage, personal injury, or damages of any kind which may be sustained, incurred or suffered, whether foreseen or unforeseen, occurring while riding in any vehicle or water vessel assigned to the Orange County Sheriff's Department and/or while accompanying a member or members of the Orange County Sheriff's Department during the performance of their official duties. Further, it is my express intent that this agreement shall bind my heirs, assigns, executors, administrators and/or

Exhibit A

any other personal representative and members of my family, including but not limited to, my spouse and children.

11. For myself, my heirs, executors, administrators, and assigns to defend and indemnify the County of Orange, the Orange County Sheriff, the Orange County Sheriff's Department, their sureties, and each of them, against any manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent, intentional, deliberate, wrongful act or omission of mine while riding in any vehicle or water vessel assigned to the Orange County Sheriff's Department and/or while accompanying a member or members of the Orange County Sheriff's Department during the performance of their official duties.

I hereby warrant and represent that I have carefully read, understood and agree to each and every paragraph, term, and condition of this document and that I am signing it of my own free will. Further, I acknowledge and understand that I have the right to consult with an attorney before signing this document.

Print Name

Date

Signature

Witness

**CAUTION
READ THIS ENTIRE DOCUMENT IN
FULL BEFORE SIGNING**

Exhibit B

Orange County Sheriff's Department
Jail Tour Terms, Conditions and Release of Liability Agreement

I, _____ declare that I am at least eighteen (18) years of age and
(Print Name)
have made a knowing and voluntary request to tour the Orange County Central Jail Complex located at 550 North Flower, Santa Ana, California. I acknowledge that I will be a visitor in the jail facility and that I will be touring the jail at my own risk. In consideration for permission to enter the jail facility as a visitor, I hereby understand and agree to the following terms and conditions:

1. I may be subject to a search at any time while on jail property, during the tour, and/or after the tour.

2. I will be subjected to a background check prior to entering the jail facility.

3. I will present picture identification that is approved by the Orange County Sheriff's Department prior to entering the jail facility.

4. I may be subjected to criminal liability if I bring any type of narcotic and/or contraband into the jail facility or engage in unauthorized communication with an inmate during the jail tour.

5. In the event I am taken hostage by anyone during the tour, no inmate will be released or exchanged as a condition of my safety and/or release. Further, the Orange County Sheriff's Department shall not be responsible for my safety while I am a hostage in the jail facility.

6. By entering the jail facility, I acknowledge that I am subjecting myself to the risk of personal harm, bodily injury, death and/or damage to my property. I knowingly and voluntarily accept these risks.

7. The County of Orange, its sureties, the Orange County Sheriff, his sureties and the Orange County Sheriff's Department and its employees and their sureties are not and will not be held responsible or liable for any injury and/or damage to myself or my property while on jail property for the jail tour.

8. During the tour, I may be exposed to acts of force and/or violence including but not limited to riots, assaults, or physical and sexual harassment. I may also be exposed to acts of nudity, fire, explosions, and/or caustic chemicals.

9. I release, waive, discharge, and covenant not to sue the County of Orange, its elected and appointed officials, officers, employees, agents including the Orange County Sheriff, and the Orange County Sheriff's Department and its employees from any liability for any harm, injury, property damage, personal injury, or damages of any kind which

Exhibit B

may be sustained, incurred or suffered, whether foreseen or unforeseen, occurring during my jail tour or arising from or connected to my jail tour. Further, it is my express intent that this agreement shall bind my heirs, assigns, executors, administrators and/or any other personal representative and members of my family, including but not limited to, my spouse and children.

10. For myself, my heirs, executors, administrators, and assigns to defend and indemnify the County of Orange, the Orange County Sheriff, the Orange County Sheriff's Department, their sureties, and each of them, against any manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent, intentional, deliberate, wrongful act or omission of mine while on my jail tour, while accompanying any member of the Orange County Sheriff's Department during the performance of his or her official duties or while on any property assigned to the Orange County Sheriff's Department.

11. I do not have or am involved in any way with litigation or pending litigation against the Orange County Sheriff's Department or any of its employees. If I am involved in such litigation or pending litigation, I will not be admitted nor will I enter the jail facility unless I have received the prior permission from the Division Commander.

12. My request for a jail tour needs prior approval of the Facility Commander and the approval may be revoked at any time.

13. I will abide the following strict dress code imposed by the Orange County Sheriff's Department and will be denied entry if I do not comply with the dress code:

Males must wear long pants that are not denim/jeans and a collard shirt.

Females must wear casual business attire.

Males and Females must wear closed toe shoes.

The Watch Commander on duty will determine if I am wearing the appropriate attire.

I hereby warrant and represent that I have carefully read, understood and agree to each and every paragraph, term, and condition of this document and that I am signing it of my own free will. Further, I acknowledge and understand that I have the right to consult with an attorney before signing this document. I also understand that I may revoke this agreement at any time before my jail tour begins but not once the jail tour begins.

Print Name

Date

Signature

Exhibit C

Orange County Sheriff's Department
Forensics Crime Lab and Coroner's Facility
Tour Terms, Conditions and Release of Liability Agreement

I, _____ declare that I am at least eighteen (18) years of age and
(Print Name)

have made a knowing and voluntary request to tour the Orange County Sheriff's Department Forensics Crime Lab and/or the Coroner's Facility. I acknowledge that I will be a visitor at either facility and that I will be touring the facility at my own risk. In consideration for permission to enter the either facility as a visitor, I hereby understand and agree to the following terms and conditions:

1. I may be subject to a search at any time while on Forensic Crime Lab and/or Coroner Facility property, during the tour, and/or after the tour.
2. I will be subjected to a background check prior to entering either facility.
3. I will present picture identification that is approved by the Orange County Sheriff's Department prior to entering either facility.
4. I may be subjected to criminal liability if I bring any type of narcotic and/or contraband into the facility or tamper with any equipment, material, chemical or property belonging to or in control of the Orange County Sheriff's Department.
5. The County of Orange, its sureties, the Orange County Sheriff, his sureties and the Orange County Sheriff's Department and its employees and their sureties are not and will not be held responsible or liable for any injury and/or damage to myself or my property while on my tour of the Forensic Crime Lab and/or the Coroner's Facility.
8. During the tour, I acknowledge and understand that I may be exposed to an array of chemicals, noxious fumes or odors, and liquids. Further, I acknowledge and understand that I may be exposed to nudity, human corpses in various stages of decomposition, and exhibitions that may be discomfoting and/or shocking.
9. I release, waive, discharge, and covenant not to sue the County of Orange, its elected and appointed officials, officers, employees, agents including the Orange County Sheriff, and the Orange County Sheriff's Department and its employees from any liability for any harm, injury, property damage, personal injury, or damages of any kind which may be sustained, incurred or suffered, whether foreseen or unforeseen, occurring during my tour or arising from or connected to my tour. Further, it is my express intent that this agreement shall bind my heirs, assigns, executors, administrators and/or any other personal representative and members of my family, including but not limited to, my spouse and children.

Exhibit C

10. For myself, my heirs, executors, administrators, and assigns to defend and indemnify the County of Orange, the Orange County Sheriff, the Orange County Sheriff's Department, their sureties, and each on of them, against any manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent, intentional, deliberate, wrongful act or omission of mine while on my tour.

11. I do not have or am involved in any way with litigation or pending litigation against the Orange County Sheriff's Department or any of its employees. If I am involved in such litigation or pending litigation, I will not be admitted nor will I enter the Forensic Crime Lab or the Coroner's Facility unless I have received the prior permission from the Facility Chief or Director.

12. My request for a tour needs prior approval of the Facility Chief or Director and the approval may be revoked at any time.

I hereby warrant and represent that I have carefully read, understood and agree to each and every paragraph, term, and condition of this document and that I am signing it of my own free will. Further, I acknowledge and understand that I have the right to consult with an attorney before signing this document. I also understand that I may revoke this agreement at any time before my tour begins but not once the tour begins.

Print Name

Date

Signature