

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

305



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
07/07/09

SUBJECT: Approval of the FY 2009-10 School Resource Officers Agreement with the Jurupa Unified School District and the Adoption Resolution 440- 8816.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the FY 2009-10 Agreement for School Resource Officers (SRO's) with the Jurupa Unified School District, and authorize the Chairperson to sign all copies.

2. Amend Ordinance No. 440 pursuant to Resolution 440- 8816 submitted herewith. Per the Resolution delete the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	-1	Deputy Sheriff	RSA	163	\$54,801-\$73,542

3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: The Superintendent of the Jurupa Unified School District approved the execution of a FY 2009-10 law enforcement services Agreement for the provision of five SRO's. This is a reduction of one SRO from the service level that the Sheriff provided on the District campuses in FY 2008-09.

BR 10-012 (Continued on Page 2)
FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY Samuel Wong 8/20/09
SAMUEL WONG

Will Taylor

Stanley L. Sniff Jr., Sheriff-Coroner-PA

FINANCIAL DATA	Current F.Y. Total Cost:	<\$115,800>	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: School Contract Revenue	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine
Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE
Departmental Concurrence

Approved by Ronald W. Romers
Asst. County Executive Officer/
Human Resources Director

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

The loss of this position and the reduction in Summer School service hours will result in an estimated \$115,800 decrease in school contract revenue. Adjusted FY 2009-10 revenue from the District will total \$520,000. All costs will be fully recovered through Board-approved contract rates. County Counsel has approved the document as to form.

This personnel action will result in the deletion of the following Personnel Control Number for Deputy/SRO position: **105628**.

1 RESOLUTION NO. 440-8816

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on _____, 2009, that pursuant to Section 5.A. of
5 Ordinance No. 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed
6 change(s), operative on the date of approval, as follows:

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Job			
<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37602	- 1	2500300000	Deputy Sheriff

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FORM APPROVED COUNTY COUNSEL

BY: *Neal S. Kipnis* DATE: _____

/kc
08/19/2009
440 Resolutions/KC

Schedule A

Decrease Appropriations:

10000-2500300000-510040 /Regular Salaries/	\$79,600
10000-2500300000-518100 /Budgeted Benefits/	34,400
10000-2500300000-528920 /Car Pool Expense/	<u>1,800</u>
Total	\$115,800/

Decrease Estimated Revenues:

10000-2500300000-773570 /School Services Law Enforcement/	\$115,800
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10/3

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF
RIVERSIDE AND THE JURUPA UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Sheriff's Department, hereinafter "SHERIFF", and the JURUPA UNIFIED SCHOOL DISTRICT, a Special-Purpose District, hereinafter "DISTRICT".

WHEREAS, SHERIFF and DISTRICT have identified a need to provide additional law enforcement among DISTRICT'S school sites; and

WHEREAS, SHERIFF and DISTRICT share common goals that include the provision of programs within DISTRICT's jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement to place five Deputy Sheriffs as School Resource Officers on the DISTRICT campuses as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection; these positions will hereinafter be referred to as "SROs";

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM This Agreement shall be effective from July 1, 2009 through June 30, 2010, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide a total of five Deputy Sheriffs to serve as SROs. Four SROs will be assigned to the Jurupa Valley High School, Patriot High School, Rubidoux High School, and the Mission Middle School campuses. One SRO will be assigned to both the Jurupa Middle School and the Mira Loma Middle School. The duties of SROs shall include provision of class presentations on relevant law enforcement issues, patrol of said high school campuses, investigation of crimes, maintenance of order on campus, counseling of students and their parents, and serving as liaisons at elementary and secondary school sites. SROs will also serve a liaison role between the educators employed by the DISTRICT, the School Attendance Review Boards (S.A.R.B.), the Probation Department, and other law enforcement officials, and perform other related duties. It is understood that SROs will be assigned to DISTRICT on a full-time basis. Work hours will normally be 0700 to 1500 hours.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of SROs' duties under this Agreement. DISTRICT agrees to furnish space at each said high school for use by SROS while performing the above-described services.

3. MODIFICATION OF SERVICES No portion of the services or responsibilities of

either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both parties.

4. COMPENSATION DISTRICT shall reimburse SHERIFF the full cost of rendering service pursuant to this Agreement. Such cost of services shall be established by the County Board of Supervisors in the form of an hourly rate for an SRO and a mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. Total cost to DISTRICT under this Agreement is estimated at \$520,000 based on the hours of work for each SRO, as estimated by the DISTRICT. Payment for services shall be rendered on a monthly basis upon receipt by DISTRICT of a proper invoice submitted by SHERIFF. DISTRICT will notify County prior to February 1, 2010 of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME

A. SROs' vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF.

B. Because DISTRICT and SHERIFF holidays may not correspond, holiday time will be taken by SROs in accordance with DISTRICT holidays during the contract period. The excess days shall be taken with reasonable notice to DISTRICT, but shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF.

6. ADMINISTRATION AND SUPERVISION SHERIFF (or his designee) shall administer this Agreement and supervise SROs on behalf of the County of Riverside. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

7. COUNTY EMPLOYEE SROs shall remain employees of SHERIFF on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered agents, employees, or SROs of DISTRICT.

8. TERMINATION Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, District shall pay for services actually rendered through the termination date only.

9. HOLD HARMLESS AND INDEMNIFICATION

A. DISTRICT shall indemnify and hold SHERIFF, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code

Section 895.2 or other applicable law, and DISTRICT shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

B. SHERIFF shall indemnify and hold DISTRICT, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on DISTRICT by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, DISTRICT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

10. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without prior written consent of SHERIFF.

11. ENTIRE AGREEMENT This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

12. NOTICES Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Sheriff

Stanley L. Sniff Jr., Sheriff
Post Office Box 512
Riverside, California 92502

District

Jurupa Unified School District
3924 Riverview Drive
Riverside, California 92509
Attn.: Superintendent

An information copy of any notice to Sheriff shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, California 92501

13. WAIVER Any waiver by SHERIFF of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the

same or of any other term thereof. Failure on the part of SHERIFF to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping SHERIFF from enforcement hereof.

14. SEVERABILITY If any provision of this Agreement 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.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

JURUPA UNIFIED SCHOOL DISTRICT

Date: _____

By:  _____
Elliott Duchon Superintendent

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

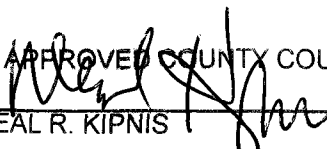
Date: _____

By: _____
Jeff Stone, Chairperson
Riverside County Board of Supervisors

ATTEST:

Name: Kecia Harper-Ihem
Title: Clerk of the Board

By: _____

FORM APPROVED COUNTY COUNSEL
BY:  _____ DATE