

620



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

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

SUBMITTAL DATE:
10/13/09

SUBJECT: Approval of the School Resource Officer Agreement
with the Riverside County Superintendent of Schools

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the School Resource Officer (SRO) Agreement with the Riverside County Superintendent of Schools, and authorize the Chair to sign all copies of the document.
2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: Under this Agreement with the County Superintendent of Schools, the Sheriff's Department will place a Deputy Sheriff to serve as a SRO on the campus of the Mt. San Jacinto Regional Learning Center. Normal duties for these Officers include patrolling the campuses, investigating crimes and counseling students and their parents.

As with other recent law enforcement services contracts, staff is not recommending the creation of an additional Deputy position in the Department to fulfill contractual duties; rather, the Department is recommending the use of a previously frozen Deputy position.

All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

[Signature]
 Stanley L. Sniff Jr., Sheriff-Coroner
 Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$99,825	In Current Year Budget:	No
	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 Services Law Enforcement Revenue BR 10-051	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *[Signature]*
 Robert Tremaine

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *[Signature]* DATE: 10/14/09
 FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* DATE:
 NIVAL R. KIPNIS
 Departmental Concurrence

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

Prev. Agn. Ref.: _____ | District: 3 | Agenda Number: _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.42

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$69,131
10000-2500300000-518100	Budgeted Benefits	29,194
10000-2500300000-528920	Car Pool Expense	<u>1,500</u>
	Total	\$99,825

Increase Estimated Revenues:

10000-2500300000-773570	School Services Law Enforcement	\$99,825
-------------------------	---------------------------------	----------

LAW ENFORCEMENT SERVICES AGREEMENT FOR THE PROVISION
OF SCHOOL RESOURCE OFFICERS BETWEEN THE COUNTY OF RIVERSIDE
AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

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 RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter "RCSS".

WHEREAS, SHERIFF and RCSS have identified a need to provide additional law enforcement among RCSS's school sites, and specifically at Mt. San Jacinto Regional Learning Center; and

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

WHEREAS, SHERIFF and RCSS desire to work cooperatively toward these goals by entering into this Agreement to place one Deputy Sheriff as a School Resource Officer, herein after referred to as a SRO, on the Mt. San Jacinto Regional Learning Center campus as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance the Riverside County Office of Education (RCOE) - RCSS's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

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

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide a Deputy Sheriff to serve as a SRO. The duties of the SRO shall include provision of class presentations on relevant law enforcement issues, patrol of the Mt. San Jacinto Regional Learning Center campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, and serving as a liaison at this school site. The SRO will also serve a liaison role between the educators employed by the RCOE-RCSS, 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 the SRO will be assigned to RCSS on a full-time basis. Work hours will normally be 0700 to 1500 hours on weekdays.

B. RCSS agrees to comply with all reasonable requests of SHERIFF necessary to the performance of the SRO's duties under this Agreement. RCSS agrees to furnish space at said

school site for use by SRO 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 RCSS 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 a 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 RCSS under this Agreement is estimated at \$99,825, based on the Exhibit A, which is made part of this agreement by this reference. Payment for services shall be rendered on a monthly basis upon receipt by RCSS of a proper invoice submitted by SHERIFF.

5. VACATION AND HOLIDAY TIME

A. SRO's vacation time shall not conflict with the schedule of duties mutually developed by RCSS and SHERIFF.

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

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

7. COUNTY EMPLOYEE SRO shall remain an employee of SHERIFF on special assignment to RCSS for the purposes set forth in this Agreement, and shall not be considered an agent or employee of RCSS.

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, RCSS shall pay for services actually rendered through the termination date only.

9. HOLD HARMLESS AND INDEMNIFICATION

A. RCSS 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 RCSS, 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 RCSS 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 RCSS, 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 RCSS by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, RCSS, 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 RCSS 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

RCSS

Contracts and Purchasing Services
3939 Thirteenth Street
P.O. Box 868
Riverside, California 92502-0868

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

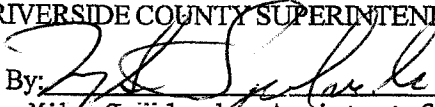
13. WAIVER Any waiver by SHERIFF of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of SHERIFF to require exact, full, and complete compliance with any term 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.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Date: _____

By: 
Mike Sepulveda, Assistant 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: 
NEAL R. KIPNIS DATE

EXHIBIT A

Personnel Cost	
Normal School Year Hours =	1,440
Current SRO hourly rate =	65.01
Estimated annual increase	5%
Annual Cost	\$98,295.12
Vehicle Cost	
Current mileage rate =	0.81
Estimated annual increase	5%
Daily mileage =	10
Mileage Cost for 180 days	\$1,530.00
Total	\$99,825.12