

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

359



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

SUBMITTAL DATE:
06/15/10

SUBJECT: Approval of a Three-Year Memorandum of Understanding with the Riverside County Superintendent of Schools for the Sheriff's Provision of a Deputy Sheriff to Act as a Liaison Officer

RECOMMENDED MOTION: Move that the Board of Supervisors approve a three-year Memorandum of Understanding with the Riverside County Superintendent of Schools for the Sheriff's provision of a Deputy Sheriff to act as a liaison between the two agencies and other County Departments, and authorize the Chair to sign all copies of the document.

BACKGROUND: Since 11/21/01 (3.48), the Sheriff's Department has provided a Liaison Officer to the County Superintendent of Schools to facilitate School District programs with the County District Attorney's Office and Department of Probation and to maintain regular contact with Sheriff's School Resource Officers and Youth Accountability Team members in the field. At implementation, the position will be filled by a Sheriff's Lieutenant. In 2008, at the request of the County Superintendent of Schools, the Sheriff started filling the position at the level of a Deputy Sheriff.

(Continued on Page 2)

Stanley L. Sniff Jr.

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$119,308	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$59,654	Budget Adjustment:	N/A
	Annual Net County Cost:	\$62,935	For Fiscal Year:	FY 2010-11

SOURCE OF FUNDS: School Services Law Enforcement Revenue And Department Budget BR 10-106	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Robert Tremaine
BY: Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL ATTACHMENTS FILED WITH THE CLERK OF THE BOARD BY: NEAL R. KIPNIS DATE: 6/15/10

Departmental Concurrence

- Consent
- Policy
- Consent
- Policy

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

3.61

Three-Year School Resource Officer Liaison MOU with the County Superintendent of Schools BR 10-106

Page 2

Per a new MOU, the County Superintendent of Schools has agreed to continue this same level of service through June 30, 2013. As with previous MOU's, the Sheriff's Department and the County Superintendent of Schools split the cost of an Unsupported Rate Deputy Sheriff position in half. Staff estimates the FY 2010-11 cost for this service to total \$125,870. The County Superintendent's cost share will be fully recovered through Board-approved rates. County Counsel has approved the MOU as to form.

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE COUNTY SUPERINTEDENT OF SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING 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," to coordinate a working relationship between the two entities and define the role and responsibilities of the School Liaison Officer.

WHEREAS, Sheriff and various County school districts have identified a need to provide additional law enforcement on school campuses and enhance campus control and student protection and have entered into Agreements for these purposes; and

WHEREAS, the Sheriff, the RCSS, the District Attorney's Office and the County Probation Department have identified certain issues affecting all County School Districts that would benefit from a Sheriff's sworn position to act as a liaison to the RCSS; and

WHEREAS, a liaison position will work to foster and coordinate communication between these agencies and County School Districts with the goal to develop action plans to reach the County's student population of at-risk youth and their parents; and

NOW, THEREFORE, the parties agree as follows:

1. TERM

1.1 This MOU shall govern from July 1 2010 through June 30, 2013.

1.2 Either party may terminate this MOU for any reason upon submission of a 90 day written notice to the addresses in Section 7.

2. SCOPE OF SERVICE

Sheriff agrees to provide one Sheriff's Deputy to serve as a liaison between the Department and RCSS. The Sheriff's Deputy's duties and projects shall include the following:

- a. Work closely with the District Attorney's Office in conducting LEAD (Law Enforcement Addressing Delinquency/Dropouts) presentations for middle school classes. Each middle school grade's presentation will have a specific focus, addressing issues such as school bullying, youth and the law, and the advantages of staying in school.
- b. Schedule meetings in each District with representatives from the District Attorney's Office and the Department of Probation to obtain

direction on the content of the middle school presentations to best meet each District's needs.

- c. Assist School Resource Officers (SRO's) and Districts with the development of programs to help families redirect youth who may be truant, incorrigible or even first-time offenders so as to break the cycle of criminal behavior. This may include working with School Attendance Review Boards (SARB), allied criminal justice departments, community based organizations and specific organizations as appropriate (e.g. Police Activities Leagues, Explorers).
- d. Assist Districts in coordinating large-scale SARB group mediations for problematic parents of Kindergarten through middle school students.
- e. Assist Districts in coordinating large-scale SARB group mediations for problematic high school students with truancy issues or those contemplating dropping out of school.
- f. Coordinate multi-jurisdictional truancy sweeps, with the primary goal of referring the truants to appropriate programs.
- g. Maintain regular contact with SRO's and Youth Accountability Team members, assisting them in directing at-risk youth to appropriate programs.
- h. Assist RCSS and the Department of Probation in updating the Kids with Guns Protocol.

3. PAYMENT AND COMPENSATION

RCSS shall reimburse Sheriff for 50% of the personnel cost of rendering services pursuant to this MOU. Such cost shall be established and approved annually by the County Board of Supervisors in the form of an hourly contract rate for a Sheriff's School Resource Officer Deputy. RCSS will render payment for services upon receipt of an invoice from County. An invoice shall be issued in April of each year and will cover the cost for the full fiscal year.

In addition, RCSS will provide an Operational Budget to cover expenses, such as, reference materials, supplies, travel, reprographics, computer, and cell phone for the use of the Sheriff's School Resource Officer Deputy assigned to RCSS.

The Sheriff's School Resource Officer Deputy will be reimbursed for costs associated with travel expenses such as food and parking upon submission of original receipts, when traveling to conferences or meetings as part of the "Deputy's" assignment to RCSS.

4. SHERIFF'S EMPLOYEE

The assigned employee shall remain an employee of the Sheriff's Department on special assignment for the purposes set forth in this Agreement, and shall not be considered an employee of RCSS.

5. REVIEW AND SUPERVISION

The Sheriff (or his designee) shall supervise the Deputy. Employee project and task review shall be coordinated with the RCSS.

6. HOLD HARMLESS AND INDEMNIFICATION

6.1 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.

6.2 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.

7. NOTICES

Any notices 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
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

RCSS

Riverside County Office of Education
3939 Thirteenth Street
Riverside, CA 92502
Attention: Diana L. Blackledge

8. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid

unless made in the form of a written amendment to this MOU which is formally approved and executed by both parties.

9. ENTIRE AGREEMENT

This Memorandum is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Understanding on the dates indicated below.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Dated: _____ By: Diana L. Blackledge
Diana L. Blackledge
Riverside County Associate Superintendent of Schools

ATTEST:
Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Date: _____ By: _____
Marion Ashley, 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 6/17/10
NEAL R. KIPNIS DATE