

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

487



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

SUBMITTAL DATE:
06/22/10

SUBJECT: Approval of the FY 2010-11 Agreement for School Resource Officers with the Moreno Valley Unified School District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the FY 2010-11 Agreement for School Resource Officers with the Moreno Valley Unified School District, and authorize the Chairperson to sign all copies.

BACKGROUND: On June 15, 2010, the Moreno Valley Unified School District approved the execution of a FY 2010-11 law enforcement services Agreement. In FY 2010-11, the Sheriff's Department will provide nine School Resource Officers serving on District campuses, the same service level as the previous fiscal year.

The Agreement is estimated to generate \$973,000 in revenue for the fiscal year. All costs will be fully recovered through Board-approved contract rates. County Counsel has approved the document as to form.

BR 11-003

Stanley L. Sniff Jr.

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$973,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2010-11

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

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature *Robert Tremaine*
BY: Robert Tremaine

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 6/23/10
 Departmental Concurrence

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

Prev. Agn. Ref.: 01/26/10 3.39 District: 5 Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.73

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE MORENO VALLEY 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 MORENO VALLEY UNIFIED SCHOOL DISTRICT, a Special-Purposed 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 Deputy Sheriffs as School Resource Officers on DISTRICT campuses as needed to work in partnership with DISTRICT to provide a safe environment for learning that encourages the development of social responsibility among the students, and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT'S campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM. This Agreement shall be effective from July 1, 2010 through June 30, 2011, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES.

A. SHERIFF agrees to provide nine (9) Deputy Sheriffs to serve as School Resource Officers (at 1440 hours each), hereinafter called "DEPUTIES". Three (3) DEPUTIES will serve the middle school population as School Resource Officers (SRO) for Badger Springs, Landmark, Mountain View, Palm, Sunnymead and Vista Heights. Six (6) DEPUTIES will be assigned to provide services at the following HIGH SCHOOLS: Bayside Community Day & Charter School, Canyon Springs, March Mountain & March Valley, Moreno Valley, Valley View, and Vista Del Lago. The DEPUTIES may also provide presentations on drug, alcohol and violence resistance education at the various DISTRICT middle and high schools. The duties of the DEPUTIES shall also include provision of classroom presentations on relevant law enforcement issues, patrol of said high schools and middle schools, investigation of crimes occurring on a school campus, counseling of students and their parents, and serving as a liaison at the elementary school sites. DEPUTIES will also serve as liaison between the educators employed by DISTRICT, the School Attendance Review Boards (SARB), the Riverside County Probation Department and other law enforcement officials, and perform other related duties. It is understood that DEPUTIES will be assigned to DISTRICT on a full-time basis.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of DEPUTIES' duties under this Agreement. DISTRICT agrees to furnish space at each high school and middle school for use by DEPUTIES 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 unsupported deputy sheriff 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 to be \$973,000. SHERIFF has based this cost estimate on a projection of training and service hours and mileage for FY 2010-11 plus anticipated contract rate adjustments. Payment for services shall be rendered on a monthly basis upon receipt by DISTRICT of a proper invoice submitted by SHERIFF.

5. VACATION AND HOLIDAY TIME.

A. DEPUTIES' 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 DEPUTIES 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 DEPUTIES on behalf of the County of Riverside. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

7. COUNTY EMPLOYEE. DEPUTIES 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 deputies 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 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

Moreno Valley Unified School District
25634 Alessandro Boulevard
Moreno Valley, California 92553
Attn.: Rowena Lagrosa, 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.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

Date: _____

By: _____

Rowena Lagrosa, Superintendent
Estuardo A. Santillan, Business Manager

ATTEST:

Name:

Title:

By: _____

COUNTY OF RIVERSIDE

Date: _____

By: _____

Marion Ashley, Chair
Riverside County Board of Supervisors

ATTEST:

Name: Kecia Harper-Ihem

Title: Clerk of the Board

By: _____

Deputy

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 12/15/2010

Agreement/Contract: A-09/10-1130 (7/1/10-6/30/11)

This contract was approved by the Moreno Valley Unified School District Board of Education on 12/15/2010. The vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ashe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Baca	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Holguin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sayre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vackar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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R. Sime
Clerk, Board of Education