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

977

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

SUBMITTAL DATE: 07/29/10

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

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

BACKGROUND: The Corona-Norco Unified School District's Board has approved its FY 2010-11 Agreement for the Sheriff's provision of two SROs, continuing the same level of service as the District purchased in the previous fiscal year. All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

BR 11-017

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

FINANCIAL DATA				
	Current F.Y. Total Cost:	$269,000	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 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Elizabeth J. Olson

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

☐ Consent ☒ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: 09/29/09 3.76 | **District:** 2 | **Agenda Number:** 3.71

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CORONA-NORCO 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 CORONA-NORCO 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 to serve as a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection; 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 two Deputy Sheriffs as School Resource Officers on campuses selected by the District; 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, 2010 through June 30, 2011, unless sooner terminated as provided in Paragraph 9.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide two SROs for the term of this Agreement, one to be assigned to the Norco High School and the other at Eleanor Roosevelt High School. The duties of the SROs shall include provision of class presentations on relevant law enforcement issues, patrol of the campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, conduct diversion programs, monthly participation with the School Attendance Review Board and other related duties. The SROs will also serve as a liaison between the school staff, the Probation Department, and other law enforcement officials. The SROs services will be performed on pupil instruction days. Work hours for the school-based SROs will normally be 0700 to 1500 hours.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of duties under this Agreement. DISTRICT agrees to furnish space at the two campuses for use by SROs while performing the above-described services. DISTRICT agrees to supply all necessary office equipment and supplies to enable the SROs to perform the services herein. The SROs shall coordinate services provided with each principal or designee on a weekly basis.

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 $269,000, and was based on 3,540 annual hours to be worked by SROs, as directed by DISTRICT, plus anticipated contract rate adjustments. Payment for services shall be rendered on a monthly basis within thirty (30) days of receipt by DISTRICT of a proper invoice submitted by SHERIFF. DISTRICT will notify County prior to February 1, 2011 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 the 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. AUDIT Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of DISTRICT and SHERIFF connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000) are subject to the examination and audit of the State Auditor of the State of California, at the request of the DISTRICT or as any part of an audit of the DISTRICT, for a period of three (3) years after the final payment is made under this Agreement. The parties agree to preserve such books, records and files for the audit period.

7. 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.

8. 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 an agent, employee, or deputy of DISTRICT. SHERIFF shall be solely responsible for provision of all salary, health and welfare benefits, workers' compensation insurance, liability insurance and other employment-related benefits to the SROs.

9. 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.

10. 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.

11. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without prior written consent of other party.

12. 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.

13. 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	District
Stanley L. Sniff, Sheriff Post Office Box 512 Riverside, California 92502	Corona-Norco Unified School District 2820 Clark Avenue Norco, California 92860 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

14. WAIVER. Any waiver by either party 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 either party 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 the pertinent party from enforcement hereof.

15. 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.

CORONA-NORCO UNIFIED SCHOOL DISTRICT

Date:_____

By:_____
Kent L. Bechler, Superintendent

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

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

By:_____
Deputy