979

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

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

SUBMITTAL DATE: 08/06/10

SUBJECT: Approval of the FY 2010-11 School Resource Officers Agreement with the Lake Elsinore Unified School District and the Adoption of Resolution 440-8844.

RECOMMENDED MOTION: Move that the Board of Supervisors:
1. Approve the FY 2010-11 Agreement for School Resource Officers (SRO's) with the Lake Elsinore Unified School District, and authorize the Chairperson to sign all copies.

2. Amend Ordinance No. 440 pursuant to Resolution 440-8844 submitted herewith. Per the Resolution delete the following position:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	-1	Deputy Sheriff	RSA	163	$57,015-$76,513

BACKGROUND: On July 15, 2010, the Superintendent of the Lake Elsinore Unified School District approved the execution of a FY 2010-11 law enforcement services Agreement for the

BR 11-019 (Continued on Page 2)

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

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 346,000	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

County Executive Office Signature BY: Elizabeth J. Olson

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 8/13/10

Departmental Concurrence

Approved by Human Resources Department
By: Barbara A. Olivier
Assistant County Executive Officer/Human Resources Director

Dep't Recomm.: ☒ Policy ☐ Consent

Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 07/07/09 3.71 | **District:** 1 | **Agenda Number:** 3.73

services of three SRO's. This is a reduction of one SRO from the service level that the Sheriff provided on the District campuses in FY 2009-10.

The reduction of this position was communicated to the Sheriff's Department by the District in the prior year and was accounted for in the FY 2010-11 budget. Therefore, budget adjustments are not required. The School District's FY 2010-11 revenue will total $346,000. 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 Personnel Control Number 108287 for one Deputy/SRO position.

RESOLUTION NO. 440-8844

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2010, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative on the date of approval, as follows:

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

/kc
08/18/2010
440 Resolutions\KC

LAW ENFORCEMENT SERVICES AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS BETWEEN THE COUNTY OF RIVERSIDE AND THE LAKE ELSINORE 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 LAKE ELSINORE 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 Deputy Sheriffs as School Resource Officers, hereinafter referred to as "SROs," at mutually agreed upon DISTRICT schools to serve as 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 three Deputy Sheriffs to serve as SROs throughout the term of this Agreement at mutually agreed upon DISTRICT school campuses. The duties of the SROs shall include provision of class presentations on relevant law enforcement issues, patrol of said high schools, investigation of crimes, counseling of students and their parents, and provision of special presentations at elementary and secondary school sites. The SROs will also serve as liaisons between the educators employed by DISTRICT, the Students at Risk Advisory (S.A.R.A.), the Juvenile Justice Delinquency Commission, the Probation Department, and other law enforcement officials, and perform other related duties.

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 office space to be used 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 to be $346,000. SHERIFF has based this cost estimate on a projection of service hours and mileage for FY 2010-11 and 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. 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 the 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 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 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	District
Stanley L. Sniff Jr., Sheriff Post Office Box 512 Riverside, California 92502	Lake Elsinore Unified School District 545 Chaney Street Lake Elsinore, California 92530 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.

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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.

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

Date: 7.15.10

By: Frank W. Passarella
Dr. Frank W. Passarella, Superintendent

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Date: _____

By: _____
Marion Ashley, Chairman
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 6/3/10