

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

808



SUBMITTAL DATE:
07/16/12

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

SUBJECT: Approval of the FY 2012-13 Agreement for School Resource Officers with the Corona-Norco Unified School District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the FY 2012-13 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 2012-13 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 13-017

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$265,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2012-13

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

C.E.O. RECOMMENDATION: APPROVE
BY: *Karen L. Johnson*
Karen L. Johnson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 8/1/12
Departmental Concurrence

ATTACHMENTS FILED
Dep. Recomm. Consent
Per Exec. Ofc.: Consent
Policy Policy

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE AND THE CORONA-NORCO UNIFIED SCHOOL DISTRICT
FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS

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, 2012 through June 30, 2013, 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 \$265,000, 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, 2013 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 a 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 harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. DISTRICT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by DISTRICT, DISTRICT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT's indemnification of County. DISTRICT's obligations hereunder shall be satisfied when DISTRICT has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe DISTRICT's obligations to indemnify and hold harmless the County.

B. County shall indemnify and hold harmless the DISTRICT, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of DISTRICT. County's obligations hereunder shall be satisfied when County has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the DISTRICT.

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

Stanley L. Sniff, Sheriff
Post Office Box 512
Riverside, California 92502

District

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.

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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: _____
John Tavaglione, Chairperson,
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