

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

167



SUBMITTAL DATE:
08/27/12

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

SUBJECT: Approval of the FY 2012-13 School Resource Officer Agreement with the Perris Union High School District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the School Resource Officer Agreement with the Perris Union High School District, and authorize the Chair to sign all copies of the document.

BACKGROUND: Under this Agreement the Sheriff's Department will continue to provide one Deputy Sheriff to serve as a School Resource Officer (SRO) for the Perris Union High School District. Normal SRO duties include patrolling the campuses, investigating crimes and counseling students and their parents. All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

BR 13-035

Stanley L. Sniff Jr.

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$126,000	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

Elizabeth J. Olson

Elizabeth J. Olson

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

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

Prev. Agn. Ref.: 08/16/11 13.76 SCHM District: 575 Agenda Number:

WITH THE CLERK OF THE BOARD

3.43

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: *8/27/12*
Departmental Concurrence

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF
RIVERSIDE AND THE PERRIS UNION HIGH SCHOOL DISTRICT FOR
THE COUNTY SHERIFF'S PROVISION OF A SCHOOL RESOURCE OFFICER

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 PERRIS UNION HIGH SCHOOL DISTRICT, a political subdivision of the State of California, 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 a Deputy Sheriff as a School Resource Officer 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, 2012 through June 30, 2013, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide one Deputy Sheriff to serve as School Resource Officer; hereinafter called a "SRO". DISTRICT will require the SRO during the regular school year, with a reduced requirement during the Summer Session. The duties of the SRO may include provision of class presentations on relevant law enforcement issues, patrol of the high school, investigation of crimes, counseling of students and their parents, and serving as liaison at elementary and secondary school sites. The SRO will also serve as liaison between the educators employed by DISTRICT, the School Attendance Review Boards (S.A.R.B.), the Probation Department and other law enforcement officials, and perform other related duties. It is understood that the SRO 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 the SRO duties under this Agreement. DISTRICT agrees to furnish space at the high school for use by the SRO 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 cost of rendering service hereunder. Such cost of services shall be established by the County Board of Supervisors in the form of an hourly rate for an unsupported deputy 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 \$126,000. SHERIFF has based this cost estimate on a projection of service hours and mileage for FY 2012-13 and anticipated contract rate adjustments. DISTRICT projects a total of 1,688 service hours in FY 2012-13. 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. The 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 the 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 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.

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

Perris Union High School District
155 E. 4th Street
Perris, California 92570
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.


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.

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

PERRIS UNION HIGH SCHOOL DISTRICT

Date: 8/6/12

By: 
Dr. Jonathan L. Greenberg, Superintendent

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Date: _____

By: _____
John Tavaglione, 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