

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

437



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

SUBMITTAL DATE:
07/16/13

SUBJECT: Approval of the Three-Year School Resource Officer Agreement with the Val Verde Unified School District and the Adoption of Resolution 440- 8936.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the Three-Year School Resource Officer Agreement with the Val Verde Unified School District, and authorize the Chairperson to sign all copies of the document.

2. Amend Ordinance No. 440 pursuant to Resolution 440-8936 submitted herewith. Per the Resolution add the following position:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	+1	Deputy Sheriff	RSA	163	\$58,726-\$78,808

3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: (Continued on Page 2)

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Lisette Rose 8/16/13

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

FINANCIAL DATA

Current F.Y. Total Cost:	\$267,000	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2013-14

SOURCE OF FUNDS: School Services Law Enforcement Revenue
BR 14-006

Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Elizabeth J. Olson
Elizabeth J. Olson

County Executive Office Signature

Approved by Barbara A. Olivier,
Asst. County Executive Officer/
Human Resources Director
Departmental Concurrence
FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 8/16/13

Policy
 Policy
 Consent
 Consent

2013 AUG 13 PM 5:32
 CLERK COUNTY OF RIVERSIDE
 1800 STATE ST RIVERSIDE CA 92503

Prev. Agn. Ref.: 2/28/12 3.53 | District: 5/5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-77

Under this Agreement the Sheriff's Department will provide one Deputy Sheriff to serve as a SRO at the Citrus Hill High School Campus in Mead Valley and one Deputy Sheriff to serve as a SRO at the Rancho Verde High School Campus in Moreno Valley. The term of the Agreement extends from July 1, 2013 through June 30, 2016. The Superintendent of the District approved the Agreement on June 7, 2013. County Counsel has approved the Agreement as to form.

The Sheriff's Department provided one SRO to the District in FY 2012-13. A second SRO will be added to the Val Verde contract.

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.

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$84,348
10000-2500300000-518100	Budgeted Benefits	41,090
10000-2500300000-520105	Protective Gear	612
10000-2500300000-520115	Uniforms-Replacement Clothing	1,500
10000-2500300000-527460	Firearm Equipment and Supplies	1,500
10000-2500300000-527500	Handcuffs	50
10000-2500300000-528920	Car Pool	<u>4,400</u>
	TOTAL	\$133,500

Increase Estimated Revenues:

10000-2500300000-773570	School Services Law Enforcement	\$133,500
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RESOLUTION NO. 440-8936

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2013, 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:

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

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND
THE VAL VERDE 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 VAL VERDE 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 providing support for the education process by implementing a school community policing approach within DISTRICT's jurisdiction that addresses school crime and safety issues and focuses on the needs of students at risk; and

WHEREAS, SHERIFF and DISTRICT desire to work cooperatively in this school community policing approach by entering into this Agreement to place a Deputy Sheriff as School Resource Officers, herein after referred to as SROs, on the DISTRICT campuses as needed 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, 2013 through June 30, 2016, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide two (2) SROs, who will be assigned for duty at the Citrus Hill High School DISTRICT campus in Mead Valley and the Rancho Verde High School DISTRICT campus in the City of Moreno Valley. The duties of the SROs may include provision of class presentations on relevant law enforcement issues, patrol of school campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, and serving as liaisons at school sites. SROs will also serve a liaison role between the educators employed by the DISTRICT, the School Attendance Review Board (S.A.R.B.), the Probation Department, and other law enforcement officials, and perform other related duties. It is understood that the SROs will be assigned to DISTRICT on a full-time basis throughout the school year.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of the SROs' duties under this Agreement. DISTRICT agrees to furnish space for use by the 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 SROs 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 \$267,000 for FY13/14, based on the hours of work by the SROs, as estimated by the DISTRICT. Payment for services shall be rendered on a monthly basis upon receipt by DISTRICT of a proper invoice submitted by SHERIFF. DISTRICT will notify SHERIFF prior to February 1, 2014 of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME SROs' vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF. 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 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 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 DISTRCT, 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 SHERIFF; 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.

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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.

VAL VERDE UNIFIED SCHOOL DISTRICT

Date: 4/7/2013

By: Juan M. Lopez
Juan M. Lopez, Superintendent

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Date: _____

By: _____
John J. Benoit, 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 5/10/13
NEAL R. KIPNIS