

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

484



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

SUBMITTAL DATE:
07/24/13

SUBJECT: Approval of the FY 2013-14 School Resource Officer Agreements with the Riverside County Superintendent of Schools for Services at Regional Learning Centers

RECOMMENDED MOTION: Move that the Board of Supervisors approve two FY 2013-14 School Resource Officer (SRO) Agreements with the Riverside County Superintendent of Schools, and authorize the Chair to sign all copies of the documents.

BACKGROUND: On 07/1/13, a designee of the County Superintendent of Schools executed agreements for the Sheriff's placement of Deputy Sheriffs to serve as SROs at selected County Regional Learning Centers: one at the Val Verde Regional Learning Center and one at the Betty G. Gibbel Regional Learning Center. Normal duties for a SRO include patrolling the campus, investigating crimes and counseling students and their parents.
(Continued on Page 2)

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$240,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2013-14

SOURCE OF FUNDS: School Services Law Enforcement Revenue BR 14-015	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
BY: NEAL R. KIPNIS DATE: 7/24/13 Departmental Concurrence

- Policy
- Consent
- Policy
- Consent

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RECEIVED RIVERSIDE COUNTY

Staff estimates the FY 2013-14 cost for this service at the Val Verde Regional Learning Center to total \$120,000 and \$120,000 at the Betty G. Gibbel Center. All costs for these services will be fully recovered through Board-approved rates. County Counsel has approved the Agreements as to form.

LAW ENFORCEMENT SERVICES AGREEMENT FOR THE PROVISION
OF SCHOOL RESOURCE OFFICERS BETWEEN THE COUNTY OF RIVERSIDE
AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

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 RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter "RCSS".

WHEREAS, SHERIFF and RCSS have identified a need to provide additional law enforcement among RCSS's school sites, specifically at Betty G. Gibbel Regional Learning Center and Val Verde Regional Learning Center; and

WHEREAS, SHERIFF and RCSS share common goals that include the provision of programs within RCSS's jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and RCSS desire to work cooperatively toward these goals by entering into this Agreement to place two (2) Deputy Sheriff as a School Resource Officers, herein after referred to as a SROs, one on the Betty G. Gibbel Regional Learning Center campus and one on the Val Verde Regional Learning Center campus as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance the RCSS'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, 2014, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide two Deputy Sheriffs to serve as SROs. The SROs' duties may include provision of class presentations on relevant law enforcement issues, patrol of the Betty G. Gibbel Regional Learning Center campus and the Val Verde Regional Learning Center campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, and serving as a liaison at the school sites. The SROs will also serve a liaison role between the educators employed by RCSS, 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 SROs will be assigned to RCSS on a full-time basis. Work hours will normally be 0700 to 1500 hours on weekdays.

B. RCSS agrees to comply with all reasonable requests of SHERIFF necessary to the performance of the SROs' duties under this Agreement. RCSS agrees to furnish space at said school site for use 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 RCSS 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 SHERIFF for providing the services hereunder. Total cost to RCSS under this Agreement is estimated at \$239,495, based on the Exhibit A, which is made part of this agreement by this reference. Payment for services shall be rendered on a monthly basis upon receipt by RCSS 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 RCSS and SHERIFF.

B. Because RCSS and SHERIFF holidays may not correspond, holiday time will be taken by the SROs in accordance with RCSS holidays during the contract period. The excess days shall be taken with reasonable notice to RCSS, but shall not conflict with the schedule of duties mutually developed by RCSS 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 Riverside County Superintendent of Schools (or designee) shall administer this Agreement on behalf of RCSS.

7. COUNTY EMPLOYEE SROs shall remain an employee of SHERIFF on special assignment to RCSS for the purposes set forth in this Agreement, and shall not be considered an agent or employee of RCSS.

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, RCSS shall pay for services actually rendered through the termination date only.

9. HOLD HARMLESS AND INDEMNIFICATION

A. RCSS 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 RCSS, 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. RCSS 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 RCSS, RCSS 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 RCSS's indemnification of County. RCSS's obligations hereunder shall be satisfied when RCSS 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 RCSS's obligations to indemnify and hold harmless the County.

B. County shall indemnify and hold harmless the RCSS, 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 RCSS, 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 RCSS; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of RCSS. County's obligations hereunder shall be satisfied when County has provided to RCSS the appropriate form of dismissal (or similar document) relieving the RCSS 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 RCSS.

10. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by RCSS 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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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

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

RCSS

Contracts and Purchasing Services
3939 Thirteenth Street
P.O. Box 868
Riverside, California 92502-0868

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 representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 7/1/13

By: *[Signature]*
Dr. Diana Walsh-Reuss
Associate Superintendent of Schools

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: *[Signature]* 5/21/13
NEAL R. KIPNIS DATE

EXHIBIT A

Personnel Cost	
Normal School Year Hours 1480 =	2,960
Current SRO hourly rate =	\$73.51
Estimated annual increase =	5.0%
Annual Cost	\$228,469.08
Vehicle Cost	
Current mileage rate =	0.86
Estimated annual increase =	5.0%
Daily mileage =	33
Mileage Cost for 370 days =	\$11,025.63
Total	\$239,494.71