

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

202



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
07/17/14

SUBJECT: Approval of the FY 2014-15 through FY 2018-19 School Resource Officers Agreement with the Riverside County Superintendent of Schools, District 3/3 & 5/5. [\$1,414,500 School Services Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

Approve the FY 2014-15 through FY 2018-19 Agreement for two School Resource Officers (SRO's) with the Riverside County Superintendent of Schools (RCSS), and authorize the Chair to sign all copies of the Agreement.

(Continued on page 2)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 253,500	\$ 267,500	\$ 1,414,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: School Services Law Enforcement Revenue				Budget Adjustment: No	
				For Fiscal Year: 14/15 – 18/19	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 7/17/14 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 08/20/13 3.90 | District: 3/3,5/5 | Agenda Number: _____

3-36

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the FY 2014-15 through FY 2018-19 School Resource Officers Agreement with
the Riverside County Superintendent of Schools, District 3/3 & 5/5. [\$1,414,500 School Services Law
Enforcement Revenue 100%]**

DATE: 07/17/14

PAGE: Page 2 of 2 (BR 15-015)

BACKGROUND:

Summary

The Associate Superintendent of Schools has approved a five-year law enforcement service agreement with the County for the Sheriff's Department provision of two SRO's. This agreement continues the same level of service as supplied by the Sheriff's Department last year. County Counsel has approved the Agreement as to form.

The FY 14/15 estimated law enforcement cost is \$253,500. The remaining four years of the contract are estimated to increase at a rate of 5.5% per year. The total cost to RCSS over the five year contract for these services is estimated to be \$1,414,500 and will be recovered through Board-approved contract rates.

Impact on Citizens and Businesses

The Sheriff and RCSS share common goals that include the provision of programs that address the needs of students at risk. The SRO's serve as a visual deterrent to aberrant behavior and thereby enhance campus control and student protection. All costs will be fully recovered through Board-approved contract rates.

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS 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 RIVERSIDE COUNTY SUPERINTENDANT 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 to serve as a visual deterrent to aberrant behavior and thereby enhance RCSS's campus control and student protection; 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 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, 2014 through June 30, 2019, 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 Betty G. Gibbel Regional Learning Center Campus and the other at Val Verde Regional Learning Center Campus. The duties of the SROs may 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 on campus for the school-based SROs will normally be 0730 to 1530 hours.

B. RCSS agrees to comply with all reasonable requests of SHERIFF necessary to the performance of duties under this Agreement. RCSS agrees to furnish space at three campuses for use by SROs while performing the above-described services. RCSS 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 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 an SRO and a mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. Total FY 2014-15 cost to RCSS under this Agreement is estimated at \$253,500, and was based on 2,960 annual hours to be worked by SROs, as directed by RCSS, plus anticipated contract rate adjustments, 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 within thirty (30) days of receipt by RCSS of a proper invoice submitted by SHERIFF. In April of each year, RCSS can request SHERIFF's staff to provide a service cost estimate for the following year.

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. 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 RCSS 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 RCSS or as any part of an audit of the RCSS, 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 RCSS (or designee) shall administer this Agreement on behalf of RCSS.

8. COUNTY EMPLOYEE SROs shall remain employees of SHERIFF on special assignment to RCSS for the purposes set forth in this Agreement, and shall not be considered an agent, employee, or deputy of RCSS. 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, RCSS shall pay for services actually rendered through the termination date only.

10. 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.

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
P.O. Box 512
Riverside, California 92502

RCSS

Contract 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

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.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 7/9/14

By: 

Dr. Dianna Walsh-Reuss
Associate Superintendent of Schools

ATTEST:

Name:

Title:

By: _____

COUNTY OF RIVERSIDE

Date: _____

By: _____

Jeff Stone, 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

EXHIBIT A

Personnel Cost in FY 14/15	
Normal School Year Hours 1480 X 2 =	2,960
Current SRO hourly rate =	\$78.09
Estimated annual increase	5.0%
Annual Cost	\$242,703.72
Vehicle Cost	
Current mileage rate =	0.84
Estimated annual increase =	5.0%
Daily mileage =	33
Mileage Cost for 370 days =	\$10,769.22
Total	\$253,472.94