

302

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



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

SUBMITTAL DATE:
9/20/10

SUBJECT: Approval of the FY 2010-11 School Resource Officers Agreement with the Coachella Valley Unified School District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the School Resource Officers Agreement with the Coachella Valley Unified School District, and authorize the Chairperson to sign all copies of the document.

BACKGROUND: Under this year's Agreement the Sheriff's Department will provide two Deputy Sheriffs to serve as SROs at the Coachella Valley Unified School District campuses, the same level of service as was provided in FY 2009-10.

BR 11-032 (Continued on Page 2)

Will Taylor for

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$269,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2010-11

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

Robert Tremaine
BY: Robert Tremaine

Robert Tremaine

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 5, 2010
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 01/05/10 3.30 | District: 4 | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.28

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 9/21/10
NEAL R. KIPNIS
Departmental Concurrence

Dep't Recomm.:
Per Exec. Ofc.:
 Policy
 Policy
 Consent
 Consent

The SROs will patrol the campuses, investigate crimes and counsel students, along with their parents. All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND
THE COACHELLA VALLEY 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, through its Sheriff's Department, hereinafter "SHERIFF", and the COACHELLA VALLEY 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 Deputy Sheriffs as School Resource Officers, herein after SROs, on the DISTRICT campuses as needed to assist in the teaching of police science classes 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, 2010 through June 30, 2011, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide two (2) SROs, who will be assigned to the DISTRICT campuses as follows: one SRO will be assigned to and be responsible for duties at Coachella Valley High School, and one SRO will be assigned for duties at Desert Mirage High School. The duties of SROs shall include provision of class presentations on relevant law enforcement issues, patrol of school campuses, investigation of crimes, maintenance of order on campuses, 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 Boards (S.A.R.B.), the Probation Department, and other law enforcement officials, and perform other related duties. It is understood that 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 SRO's duties under this Agreement. DISTRICT agrees to furnish space 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 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 \$269,000, based on the hours of work for 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 County prior to February 1, 2011 of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME SRO's 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 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 SHERIFF, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and DISTRICT shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or

claim of any kind based upon such alleged acts or omissions.

B. SHERIFF shall indemnify and hold DISTRICT, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on DISTRICT by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, DISTRICT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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
Stanley Sniff Jr., Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

District
Coachella Valley Unified School District
87225 Church Street
Thermal, California 92274
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.

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

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

Date: 08-23-10

By: Ricardo Medina
Ricardo Medina, Superintendant

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Date: OCT 05 2010

By: Marion Ashley
Marion Ashley, Chairperson
Riverside County Board of Supervisors

ATTEST:

Name: Kecia Harper-Ihem
Title: Clerk of the Board

By: Kecia Harper-Ihem
Deputy

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 10/12/10