

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

849



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

SUBMITTAL DATE:
02/09/12

SUBJECT: Approval of a School Resource Officer Agreement with the Val Verde Unified School District and the Adoption of Resolution 440-8882.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve a 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 440-8882 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	\$55,590-\$74,600

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

(Continued on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 2/15/12
SAMUEL WONG

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$58,190	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2011-12

SOURCE OF FUNDS: School Contract Revenue BR 12-057	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" 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 Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-8882 is adopted as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: February 28, 2012
xc: HR, Sheriff, Auditor(2)

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

3.53

Approved by Barbara A. Oliver, Asst. County Executive Officer / Human Resources Director
 FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: Departmental Concurrence
 Dep't Recomm.: Policy Consent
 Per Exec. Ofc.: Policy Consent

SRO Agreement with Val Verde Unified School District

BR 12-057

Page 2

Under this Agreement the Sheriff's Department will provide a Deputy Sheriff to serve as a SRO at the Citrus Hill High School Campus of the Val Verde Unified School District. The term of the Agreement extends from January 4, 2012 through June 30, 2013. The Superintendent of the District approved the Agreement on January 4, 2012. County Counsel has approved the Agreement as to form.

As you may remember, the Sheriff's Department provided SROs to the District in FY 2007-08. However, due to financial constraints, the District requested that the service contract be terminated as of December 31, 2007.

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:

10000-2500200000-510040	Regular Salaries	\$3,115
10000-2500200000-518100	Budgeted Benefits	<u>1,464</u>
	Subtotal	\$4,579

10000-2500300000-510040	Regular Salaries	\$32,878
10000-2500300000-518100	Budgeted Benefits	13,483
10000-2500300000-520105	Protective Gear	600
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 Expense	<u>3,600</u>
	Subtotal	\$53,611
	Total	\$58,190

Increase Estimated Revenues:

10000-2500200000-773570	School Services Law Enforcement	\$4,579
10000-2500300000-773570	School Services Law Enforcement	<u>53,611</u>
	Total	\$58,190

1 RESOLUTION NO. 440-8882

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on February 28, 2012, that pursuant to Section 4(a)(ii) of
5 Ordinance No. 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed
6 change(s), operative on the date of approval, as follows:

7 Job
8

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

9
10
11
12 ROLL CALL:

13 Ayes: Buster, Tavaglione, Stone, and Benoit
14 Nays: None
15 Absent: Ashley

16 The foregoing is certified to be a true copy of a resolution duly
17 adopted by said Board of Supervisors on the date therein set forth.

18 KECIA HARPER-IHEM, Clerk of said Board

19 By: _____
20 Deputy

21
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27 /kc
28 02/15/2012
440 Resolutions\KC

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND
THE VAL VERDE UNIFIED 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, through 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 Officer, herein after referred to as a SRO, 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 January 4, 2012 through June 30, 2013, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide one (1) SRO, who will be assigned for duty at the Citrus Hill High School DISTRICT campus in Mead Valley. The duties of the SRO shall 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 site. SRO 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 SRO 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 SRO duties under this Agreement. DISTRICT agrees to furnish space 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 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 \$58,190 for the partial FY11/12 and \$132,989 for the entire FY12/13, based on the hours of work by the SRO, 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, 2012 of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME SRO 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 SRO on behalf of the County of Riverside. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

7. COUNTY EMPLOYEE SRO 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 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

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

District

Val Verde Unified School District
975 W. Morgan Street
Perris, California 92571
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.

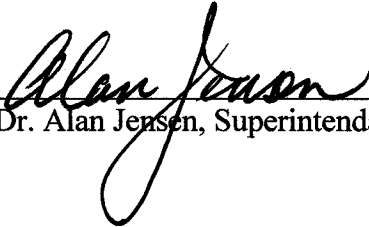
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IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

VAL VERDE UNIFIED SCHOOL DISTRICT

Date: 1-9-2012

By: 
Dr. Alan Jensen, Superintendent

ATTEST:

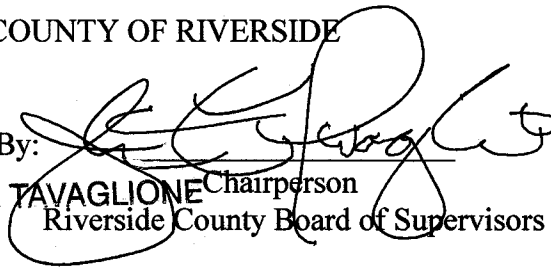
Name:

Title:

By: _____

COUNTY OF RIVERSIDE


Date: FEB 28 2012

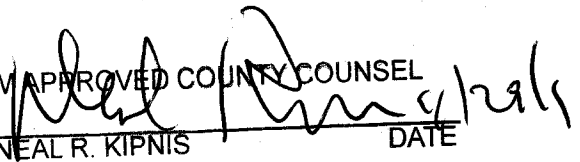
By: 
JOHN TAVAGLIONE Chairperson
Riverside County Board of Supervisors

ATTEST:

Name: Kecia Harper-Ihem

Title: Clerk of the Board

By: 
Deputy

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE