

438

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



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

SUBMITTAL DATE:
07/23/13

SUBJECT: Approval of the School Resource Officer Agreement with the Palm Springs Unified School District and the Adoption of Resolution 440- 8934.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the FY 2013-14 School Resource Officer (SRO) Agreement with the Palm Springs Unified School District, and authorize the Chairperson to sign all copies of the document.

2. Amend Ordinance No. 440 pursuant to Resolution 440-8934 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)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Lisette Rose 8/16/13

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$124,000	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 Contract Revenue BR 14-010	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
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-8934 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None

Date: August 20, 2013
xc: HR, Sheriff, EO, Auditor(2)

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

3-78

Prev. Agn. Ref.: | District: 4/4 | Agenda Number:

ATTACHMENTS FILED

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

RECEIVED BY DE ROBERTA PONS
RECEIVED RIVERSIDE CALIFORNIA

On May 29, 2013, the Superintendent of the Palm Springs Unified School District approved an Agreement for the Sheriff to start providing law enforcement services in the District. Under this Agreement the Sheriff's Department will provide one Deputy Sheriff to serve as a SRO at the Rancho Mirage High School Campus. The term of the Agreement extends from July 1, 2013 through June 30, 2014. County Counsel has approved the Agreement as to form.

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	\$77,342
10000-2500300000-518100	Budgeted Benefits	37,596
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>5,400</u>
	TOTAL	\$124,000

Increase Estimated Revenues:

10000-2500300000-773570	School Services Law Enforcement	\$124,000
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ORIGINAL

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE PALM SPRINGS 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 PALM SPRINGS 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 Sheriff(s) as School Resource Officers, herein after referred to as SRO or 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, 2013 through June 30, 2014, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide one (1) SRO, who will be assigned to the DISTRICT campuses as follows: one SRO will be assigned to and be responsible for duties at the Rancho Mirage High School. The duties of the SRO 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. The SRO 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 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 SRO's duties under this Agreement. DISTRICT agrees to furnish space for use by the SRO while performing the above-described services.

LAW ENFORCEMENT SERVICES – RMHS
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AUG 20 2013 378

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 \$124,000, based on the hours of work for 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, 2014 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 the SRO 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 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 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.

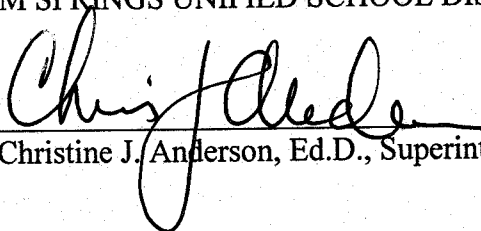
11. ENTIRE AGREEMENT This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, 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

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

PALM SPRINGS UNIFIED SCHOOL DISTRICT

Date: 5-29-13

By: 
Christine J. Anderson, Ed.D., Superintendent

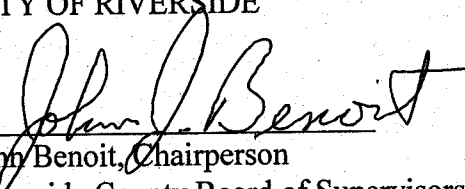
ATTEST:

Name:
Title:

By: _____

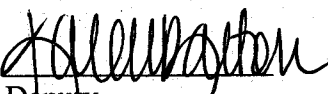
COUNTY OF RIVERSIDE

Date: AUG 20 2013

By: 
John Benoit, Chairperson
Riverside County Board of Supervisors

ATTEST:

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

By: 
Deputy

FORM APPROVED COUNTY COUNSEL

BY:  DATE 8/22/13
NEAL R. KIPNIS