

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

473



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

SUBMITTAL DATE:
08/06/13

SUBJECT: Approval of the Three-Year School Resource Officers Agreement with the Desert Sands Unified School District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the three-year School Resource Officers Agreement with the Desert Sands Unified School District, and authorize the Chairperson to execute the Agreement on behalf of the Board.

BACKGROUND: Under this agreement the Sheriff's Department will continue to provide three Deputy Sheriffs to serve as SROs for the Desert Sands Unified School District. All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

BR 14-019

Will Taylor

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$349,695	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	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*

Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNCIL 8/7/13
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Policy Policy

Consent Consent

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.

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

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

Date: 13 August 20, 2013
xc: Sheriff

Prev. Agn. Ref.: 11/09/10 3.14 | District: 4 / 4 | Agenda Number:

3-81

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Dept's Recomm.:
Per Exec. Ofc.:

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE
AND THE DESERT SANDS 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, on behalf of its Sheriff's Department, hereinafter "SHERIFF" and the DESERT SANDS UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, 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 the provision of programs within DISTRICT'S jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement to place Deputy Sheriffs as School Resource Officers, herein after SROs, on DISTRICT campuses as needed to work in partnership with DISTRICT 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 July 1, 2013 through June 30, 2016, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES.

A. SHERIFF agrees to provide three (3) SROs. These SROs will be assigned to provide services at the following schools: La Quinta High School, Colonel Mitchell Paige Middle School and La Quinta Middle School. In addition, as needed, the SROs will provide services at elementary schools in the DISTRICT. The SROs' duties may include provision of class presentations on relevant law enforcement issues, patrol of said high schools and middle schools, investigation of crimes, counseling of students and their parents, and serving as liaison at elementary school sites. SROs will also serve as liaison between the educators employed by 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 these SROs will be assigned to DISTRICT on a full-time basis.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of SROs' duties under this Agreement. DISTRICT agrees to furnish space at each school 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 unsupported deputy sheriff and a mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. In FY 2013-14 the total cost to DISTRICT under this Agreement is estimated to be \$349,695. SHERIFF has based this cost estimate on a projection of service hours and mileage for FY 2013-14 and anticipated contract rate adjustments. 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 of each year of any reduction of services necessary due to lack of funding. In May of each year, DISTRICT can request a service cost estimate from SHERIFF.

5. VACATION AND HOLIDAY TIME. SROs' 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 DEPUTIES 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, compensation will be paid only for the period of time this Agreement is in effect.

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

District

Desert Sands Unified School District
47-950 Dune Palms Road
La Quinta, California 92253
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.

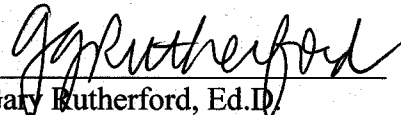
14. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

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

DESERT SANDS UNIFIED SCHOOL DISTRICT

Date: _____

By: 
Gary Rutherford, Ed.D.
Superintendent

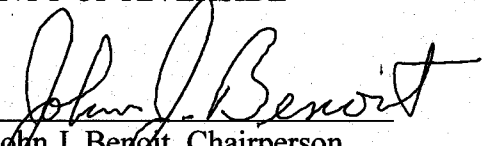
ATTEST:

Name:
Title:

By: _____

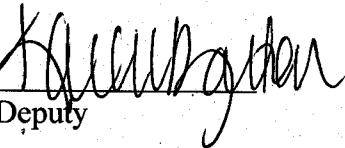
COUNTY OF RIVERSIDE

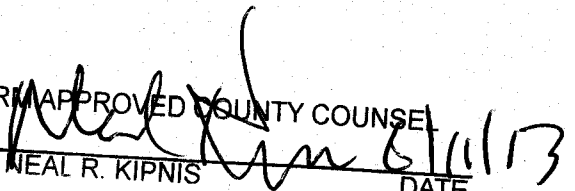
Date: _____

By: 
John J. Benoit, Chairperson
Riverside County Board of Supervisors

ATTEST:

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

By: 
Deputy

FOR APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 6/11/13