

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

110



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
08/22/13

SUBJECT: Approval of the FY 2013-14 through 2015-16 School Resource Officers Agreement with the Coachella Valley Unified School District and the Adoption of Resolution 440-8946.
District 4/4 [\$1,249,603]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the FY 2013-14 through 2015-16 Agreement for School Resource Officers (SRO's) with the Coachella Valley Unified School District, and authorize the Chair to sign all copies of the Agreement.
2. Amend Ordinance No.440 pursuant to Resolution 440- 8946 submitted herewith. Per the resolution add the following position:

<u>Ord. 440</u>	<u>Class Code</u>	<u>+/-</u>	<u>Class Title</u>	<u>Salary Plan</u>	<u>Grade</u>	<u>Salary</u>
2500300000	37602	+1	Deputy Sheriff	RSA	249	\$58,726-\$ 78,808
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Lisette Rose 9/15/13
Lisette Rose

Stanley L. Sniff Jr.
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	\$ 396,393	\$ 416,200	\$ 1,249,603	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: School Contract Revenue	Budget Adjustment: Yes
	For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Elizabeth J. Olson
Elizabeth J. Olson

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 440-8946 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 8, 2013
xc: HR, Sheriff, Auditor(2)

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

Prev. Agn. Ref.: 11/06/12 3.61 | **District:** 4/4 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-17

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: Departmental Commitment/Resources Director Approved by Barbara A. Oliver, Asst. County Executive Officer/

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the FY 2013-14 School Resource Officers Agreement with the Coachella
Valley Unified School District

DATE: 08/22/13

PAGE: Page 2 of 3 (BR 14-034)

BACKGROUND:

Summary

On July 25, 2013, the Superintendent of the Coachella Valley Unified School District approved a three year law enforcement services agreement with the Riverside County Sheriff's Department. This agreement modifies the law enforcement level of service provided by the Sheriff's Department with the addition of one SRO position and also modifies the performance period from one year to three years.

Sheriff staff has recommended a budget adjustment to include the cost for one added SRO position and the revenue that will be recovered from the school district for the SRO position. The second and third year revenue estimates have five percent projected rate increases. All costs will be fully recovered through Board-approved contract rates.

Impact on Citizens and Businesses

The Sheriff and the District 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 the District's campus control and student protection. All costs will be fully recovered through Board-approved contract rates.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the FY 2013-14 School Resource Officers Agreement with the Coachella
Valley Unified School District

DATE: 08/22/13

PAGE: Page 3 of 3 (BR 14-034)

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$73,038
10000-2500300000-518100	Budgeted Benefits	31,907
10000-2500300000-520105	Protective Gear	1,836
10000-2500300000-520115	Uniforms-Replacement Clothing	4,500
10000-2500300000-527460	Firearm Equipment and Supplies	4,500
10000-2500300000-527500	Handcuffs	150
10000-2500300000-528920	Car Pool	<u>16,200</u>
	TOTAL	\$132,131

Increase Estimated Revenues:

10000-2500300000-773570	School Services Law Enforcement	\$132,131
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1 RESOLUTION NO. 440-8946

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on October 8, 2013, that pursuant to Section 4(a)(ii) of Ordinance
5 No. 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s),
6 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 ROLL CALL:

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

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

17 KECIA HARPER-IHEM, Clerk of said Board

18 By _____
19 Deputy

LAW ENFORCEMENT SERVICES 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, 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, who will be assigned to the DISTRICT campuses as follows: one SRO will be assigned for duties at Coachella Valley High School, and one SRO will be assigned for duties at Desert Mirage High School, and one SRO will be assigned for duties at Bobby Duke Middle School. The duties of SROs may 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 SROs' 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 \$396,393, 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 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 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 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
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.

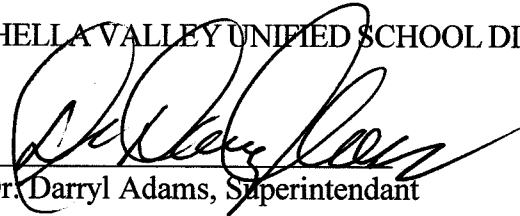
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IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

Date: 7/25/13

By: 
Dr. Darryl Adams, Superintendant

ATTEST:

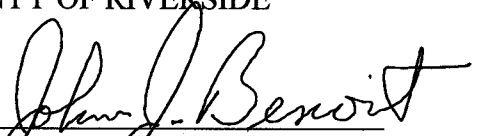
Name:

Title:

By: _____

COUNTY OF RIVERSIDE

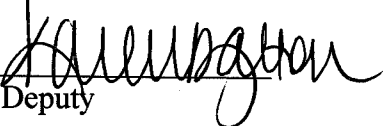
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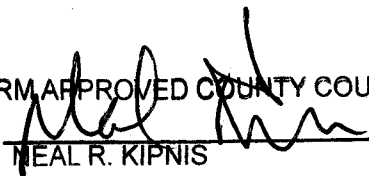
By: 
John J. Benoit, Chairperson
Riverside County Board of Supervisors

ATTEST:

Name: Kecia Harper-Ihem

Title: Clerk of the Board

By: 
Deputy

FORM APPROVED COUNTY COUNSEL
BY:  7/31/13
NEAL R. KIPNIS DATE