

FORM APPROVED COUNTY COUNSEL 7/1/15
 Approved by Michael T. Stock 7/1/15
 Asst. County Executive Officer/
 Human Resources Director
 BY: GREGORY P. PRIAMOS DATE

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

535



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
07/09/15

SUBJECT: Approval of the five year School Resource Officers Agreement with the Hemet Unified School District and the Adoption of Resolution 440-9008, District 3/3. [\$2,968,845 - School Services Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the FY 2015-16 through 2019-20 Agreement for School Resource Officers (SRO's) with the Hemet Unified School District, and authorize the Chair to sign all copies of the Agreement.
2. Amend Ordinance No. 440 pursuant to Resolution 440- 9008 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	249	\$62,302-\$88,200
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: Esteban Hernandez 7/8/15

Will Taylor
 Stan Sniff
 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	\$ 537,286	\$ 564,150	\$ 2,968,845	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: School Services Law Enforcement Revenue - 100%				Budget Adjustment: Yes	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9008 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
 Nays: None
 Absent: Benoit
 Date: July 21, 2015
 xc: HR, Sheriff, Auditor

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

Prev. Agn. Ref.: 9/09/14 3-92 | District: 3/3 | Agenda Number:

3-46

Positions Added
 Change Order
 A-30
 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the five year School Resource Officers Agreement with the Hemet Unified School District and the Adoption of Resolution 440- 9008 , District 3/3. [\$2,968,845 - School Services Law Enforcement Revenue 100%]

DATE: 07/09/15

PAGE: Page 2 of 3 (BR 16-001)

BACKGROUND:

Summary

In June 2015, the Hemet Unified School District Board of Education approved a five-year law enforcement services agreement with the Riverside County Sheriff's Department. County Counsel has approved the Agreement as to form.

This agreement modifies the law enforcement level of service provided by the Sheriff's Department with the addition of one SRO position to the District's existing service contingent of three SRO's. This added SRO will be based at the Community Day School campus, but will be utilized to attend any other District campus, as required.

Sheriff staff recommends budget adjustments to include the cost for one added SRO position and the revenue that will be recovered from the school district for the position through Board-approved contract rates. The FY 2015-16 cost for the service addition is estimated at \$134,322. The total FY 2015-16 District service cost is estimated at \$537,286. The hourly cost for service is estimated to increase five percent annually.

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.

Attachments

One Schedule A, one 440 Resolution and three original contracts.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the five year School Resource Officers Agreement with the Hemet Unified School District and the Adoption of Resolution 440-9008, District 3/3. [\$2,968,845 - School Services Law Enforcement Revenue 100%]

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PAGE: Page 3 of 3 (BR 16-001)

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$85,631
10000-2500300000-518100	Budgeted Benefits	42,229
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>2,800</u>
	TOTAL	\$134,322

Increase Estimated Revenues:

10000-2500300000-773570	School Services Law Enforcement	\$134,322
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1 RESOLUTION NO. 440-9008

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3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on July 21, 2015, that pursuant to Section 4(a)(ii) of Ordinance No. 440,
5 the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative
6 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

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11 ROLL CALL:

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

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

16 KECIA HARPER-IHEM, Clerk of said Board

17 By _____

18 Deputy
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28 /kc

07/08/2015

440 Resolutions\KC

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE AND THE HEMET 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 HEMET 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 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 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, 2015 through June 30, 2020, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES.

A. SHERIFF agrees to provide four (4) Deputy Sheriffs to serve as School Resource Officers (SROs). These SROs will be assigned to provide services at the following schools: Hamilton High School and Hemet High School, Dartmouth Middle School, Hamilton Middle School, Idyllwild Middle School, Cottonwood School and Community Day School. The duties of the SROs shall 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 deputies will be assigned to DISTRICT on a full-time basis. The DEPUTIES are hereinafter referred to as SROs.

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 high school for use by SROs while performing the above-described services.

JUL 21 2015 3-46

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. Total annual cost to DISTRICT under this Agreement is estimated to be \$537,286 in FY 2015-16 based on the estimated cost calculation in Attachment A, attached hereto and incorporated herein by this reference. SHERIFF has based this cost estimate on a projection of service hours and mileage for FY 2015-16 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.

5. VACATION AND HOLIDAY TIME.

A. SROs' vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF.

B. 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 a 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, compensation will be paid only for the period of time this Agreement is in effect.

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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.

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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
Stan Sniff, Sheriff
Post Office Box 512
Riverside, California 92502

District
Hemet Unified School District
1791 W. Acacia Avenue
Hemet, California 92545
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 representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

HEMET UNIFIED SCHOOL DISTRICT

Date: _____

By: Barry L. Kayrell
Dr. Barry L. Kayrell, Superintendent

ATTEST:

Name:

Title:

By: _____

COUNTY OF RIVERSIDE

Date: JUL 21 2015

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

ATTEST:

Kecia Haper-Ihem
Clerk of the Board

By: Kalau Baytan
Deputy

FOR APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 6/1/15

**ATTACHMENT A
HEMET USD
FY 2015/16 COST ESTIMATE**

Dedicated Positions

FY 2014/15 SRO Hourly Rate = \$82.14

Estimated Annual FY 2015/16 Increase = 7%

Four (4) School Resource Officers (estimated to work 1,440 hours each annually) = 5,760 hours

Annual Cost = \$506,246

Estimated Mileage

FY 2014/15 Mileage Rate = \$.91

Estimated Annual FY 2015/16 Increase = 7%

Estimated Mileage of 8,000 Miles Annually Per SRO = 32,000 Miles

Annual Cost = \$31,040

Total Estimated Cost FY 2015/16 = \$537,286