

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



ITEM
3.35
(ID # 10022)

MEETING DATE:

Tuesday, June 25, 2019

FROM : SHERIFF-CORONER-PA:

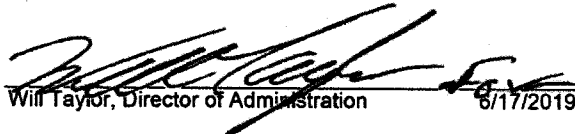
SUBJECT: SHERIFF-CORONER-PA: Approve the Two Year Law Enforcement Services Agreement between the County of Riverside and the Val Verde Unified School District for the County Sheriff's Provision of School Resource Officers (FY19/20-FY20/21); Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9116 submitted herewith. District Three. [\$635,105 - School Services Law Enforcement 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Two Year Law Enforcement Services Agreement Between the Val Verde Unified School District and the County of Riverside and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.
2. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9116 submitted herewith. Per the Resolution, delete the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	-2	Deputy Sheriff	RSA	249	\$62,302 - \$88,200


ACTION: Policy


Will Taylor, Director of Administration 6/17/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9116 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 25, 2019
xc: Sheriff, HR

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 309,870	\$ 635,105	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment: No	
			For Fiscal Year: 19/20-20/21	

C.E.O. RECOMMENDATION: Approve

BR: 19-070

Prev. Agn. Ref.: 4/12/16 3.18

BACKGROUND:

Summary

The Superintendent of Schools for the Val Verde Unified School District approved the new 2 year Agreement for Law Enforcement Services with the County of Riverside for the County Sheriff's Provision of School Resource Officers (SROs). The current contract expires on June 30, 2019, and the attached agreement ensures that service will continue uninterrupted. This agreement reduces the current level of service by the deletion of two (2) Deputy Sheriffs. Sheriff staff has estimated the FY19/20 service and mileage costs at \$309,870. The Department is not recommending a budget adjustment as the reduction in expenditures were included in its FY18/19 budget. County Counsel has approved the agreement as to form.

Impact on Residents and Businesses


The Sheriff and 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 enhances campus control and student protection. All costs for this contract will be fully recovered through Board-approved rates.


ATTACHMENTS:


3 - Agreements for Law Enforcement Services Between the Val Verde Unified School District and the County of Riverside

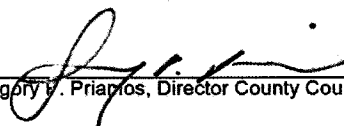
1 - Resolution 440-9116

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


Misley Wang, Supervising Accountant 6/17/2019


Ryan Carter, Principal Management Analyst 6/18/2019


Jennifer Fuller, Deputy Human Resources Director 6/14/2019


Gregory B. Priamos, Director County Counsel 6/17/2019

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AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND
THE VAL VERDE 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 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 Officers, herein after referred to as SROs, 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 July 1, 2019 through June 30, 2021, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide two (2) SROs, who will be assigned for duty at the Citrus Hill High School DISTRICT campus in Mead Valley and the Rancho Verde High School DISTRICT campus in the City of Moreno Valley. The duties of the SROs may 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 sites. SROs 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 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 the SROs' duties under this Agreement. DISTRICT agrees to furnish space for use by the 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 SROs 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 to be \$635,000. SHERIFF has based this cost estimate on hours of work by 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.

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 the 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 SHERIFF; 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.

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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

**Chad Bianco, 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: _____

By: 
Michael R. McCormick, Superintendent


ATTEST:

Name
Title

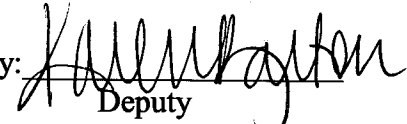
By: _____

COUNTY OF RIVERSIDE


Dated: JUN 25 2019

By: 
Kevin Jeffries, Chairman
Riverside County Board of Supervisors

ATTEST:
Kecia Harper ~~Hern~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel