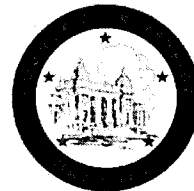


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.46
(ID # 10216)

MEETING DATE:

Tuesday, July 23, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the One Year Law Enforcement Services Agreement between the County of Riverside and the Murrieta Valley Unified School District for the County Sheriff's Provision of a School Resource Officer (FY19/20); and approve and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9118 submitted herewith. District Three. [\$157,000 - School Services Law Enforcement Revenue 100%] 4/5th vote.

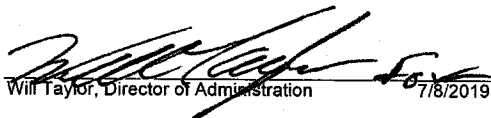
RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve and authorize the One Year Law Enforcement Services Agreement for the Provision of a School Resource Officer between the County of Riverside and the Murrieta Valley Unified School District and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.
2. Approve and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9118 submitted herewith. Per the Resolution, add the following positions:

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 adjustment on the attached Schedule A.

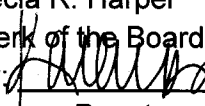
ACTION:4/5 Vote Required, Policy


Will Taylor, Director of Administration 7/23/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Resolution No. 440-9118 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 23, 2019
xc: Sheriff, HR, Auditor

Kecia R. Harper
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	\$ 157,000	\$ 0	\$ 157,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment:	Yes
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BR: 20-006

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

On June 5, 2019, the Superintendent of Schools for the Murrieta Valley Unified School District signed the new Agreement for Law Enforcement Services with the County of Riverside for the County Sheriff's Provision of a School Resource Officer (SRO). Under this agreement the Sheriff's Department will begin to provide one (1) Deputy Sheriff to serve as a School Resource Officer (SRO) for the Murrieta Valley Unified School District. All costs for this service will be recovered through Board-approved rates.

Sheriff staff has estimated the FY19/20 service and mileage costs at \$157,000. The Department is recommending these budget adjustments now as it could not anticipate the addition in expenditures and include them in its FY19/20 budget.

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 Murrieta Valley Unified School District and the County of Riverside
- 1 Schedule A
- 1 Resolution No. 440-9118

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

SCHEDULE A. FY19/20

Increase Appropriations

10000-2500300000-510040	Regular Salaries	109,900
10000-2500300000-518100	Budgeted Benefits	<u>47,100</u>
	TOTAL	157,000


Increase Estimated Revenue

10000-2500300000-773570	School Services Law Enforcement	157,000
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Misley Wang, Supervising Accountant 7/8/2019


Ryan Carter, Principal Management Analyst 7/16/2019


Brenda Diederichs, Assistant CEO / Human Resources Director 6/27/2019


Gregory V. Priapos, Director County Counsel 7/5/2019

1 RESOLUTION NO. 440-9118

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on July 23, 2019, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the
5 Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative on the
6 date of approval, as follows:

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8

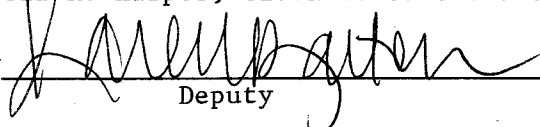
<u>Job</u>			
<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37602	+ 1	2500300000	Deputy Sheriff

9
10
11
12 ROLL CALL:

13 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
14 Nays: None
15 Absent: None

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

18 Kecia R. Harper, Clerk of said Board

19 By 
20 Deputy

21
22
23
24
25
26
27 /kc
28 06/25/2019
440 Resolutions\KC

07.23.19 3.46

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE MURRIETA VALLEY UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF A SCHOOL RESOURCE OFFICER

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter "COUNTY", a political subdivision of the State of California, through its Sheriff's Department, hereinafter "SHERIFF", and the MURRIETA VALLEY UNIFIED SCHOOL DISTRICT, a California public school 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 Officer(s), 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, 2019 through June 30, 2020, 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 Lisa J. Mails Elementary School and the Dorothy McElhinney Middle 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 office space for use by the SRO while performing the above-described services.

JUL 23 2019 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 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 to be \$157,000. SHERIFF has based this cost estimate on a projection of service hours and mileage for FY 2019-20 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 1, 2020 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 SRO 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

Chad Bianco, Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

District

Murrieta Valley Unified School District
41870 McAlby Court
Murrieta, CA 92562
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

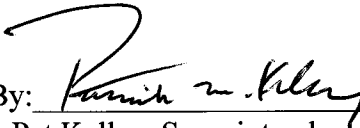
13. WAIVER Any waiver by SHERIFF of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of SHERIFF to require exact, full, and complete compliance with any term 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.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

Date: 6/5/2019


By: 
Pat Kelley, Superintendent

ATTEST:

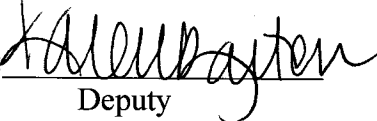
Name: Dale B. Velk
Title: DIRECTOR of Student Support
By: 

COUNTY OF RIVERSIDE


Dated: JUL 23 2019

By: 
Kevin Jeffries, Chairman
Riverside County Board of Supervisors

ATTEST:
Kecia Harper-~~them~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: 
for Kristine Bell-Valdez
Supervising Deputy County Counsel