

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



ITEM
3.28
(ID # 9984)

MEETING DATE:

Tuesday, August 27, 2019

FROM : SHERIFF-CORONER-PA:

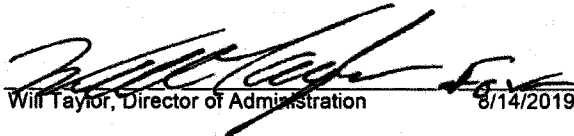
SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Five Year Law Enforcement Services Agreement between the County of Riverside and the Riverside County Superintendent for the County Sheriff's Provision of School Resource Officers (FY19/20-FY23/24), District Three; and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9123 submitted herewith. [\$863,650 - School Services Law Enforcement 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Five Year Law Enforcement Services Agreement between the Riverside County Superintendent of Schools (RCSS) 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. 440-9123 submitted herewith. Per the Resolution, delete the following positions:

Ord. 440	Class Code +/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602 -1	Deputy Sheriff	RSA	249	\$62,302 - \$88,200


ACTION: Policy


Will Taylor, Director of Administration 8/14/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Resolution No. 440-9123 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 27, 2019
xc: Sheriff

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	\$ 156,515	\$ 164,240	\$ 863,650	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment:	No
			For Fiscal Year:	19/20-23/24

C.E.O. RECOMMENDATION: Approve

BR: 19-066

Prev. Agn. Ref.: 8/15/14 3.36

BACKGROUND:

Summary

The Riverside County Superintendent of Schools approved the new Five Year Agreement for Law Enforcement Services with the County of Riverside for the Sheriff to continue to provide law enforcement services. The current contract expires on June 30, 2019, and the attached agreement ensures that service will continue uninterrupted. This agreement reduces the existing level of service by one (1) Deputy School Resource Officer. Sheriff staff has estimated the FY19/20 service and mileage costs at \$156,515. The Department has included the cost estimate in its budget, therefore, no budget adjustment is necessary. County Counsel has approved the agreement as to form.



Impact on Residents and Businesses



The Sheriff and RCSS share common goals that include the provision of programs that address the needs of students at risk. The SRO serves 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 Riverside County Superintendent of Schools and the County of Riverside
- 1 Resolution No. 440-9123

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


Misley Wang, Supervising Accountant 8/8/2019 
Ryan Carter, Principal Management Analyst 8/20/2019


Brenda Diederichs, Assistant CEO / Human Resources Director 8/5/2019 
Gregory V. Priamos, Director County Counsel 8/8/2019

1 RESOLUTION NO. 440-9123

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on August 27, 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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<u>Job</u>			
<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:

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13 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
14 Nays: None
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 R. Harper, Clerk of said Board

18 By 
19 Deputy

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27 /kc

08/05/2019

28 440 Resolutions\KC

08.27.19 3.28

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS FOR THE COUNTY SHERIFF'S PROVISION OF A 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 RIVERSIDE COUNTY SUPERINTENDANT OF SCHOOLS, hereinafter "RCSS".

WHEREAS, SHERIFF and RCSS have identified a need to provide additional law enforcement among RCSS school sites, specifically at Betty G. Gibbel Regional Learning Center, to serve as a visual deterrent to aberrant behavior and thereby enhance RCSS's campus control and student protection; and

WHEREAS, SHERIFF and RCSS share common goals that include the provision of programs within RCSS's jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and RCSS desire to work cooperatively toward these goals by entering into this Agreement to place one Deputy Sheriffs as a School Resource Officer on campuses selected by the District; these positions will hereinafter be referred to as "SRO";

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM This Agreement shall be effective from July 1, 2019 through June 30, 2024, unless sooner terminated as provided in Paragraph 9.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide one SRO for the term of this Agreement, to be assigned to the Betty G. Gibbel Regional Learning Center Campus. The duties of the SRO may include provision of class presentations on relevant law enforcement issues, patrol of the campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, conduct diversion programs, monthly participation with the School Attendance Review Board and other related duties. The SRO will also serve as a liaison between the school staff, the Probation Department, and other law enforcement officials. The SRO services will be performed on pupil instruction days. Work hours on campus for the school-based SRO will normally be 0730 to 1530 hours.

B. RCSS agrees to comply with all reasonable requests of SHERIFF necessary to the performance of duties under this Agreement. RCSS agrees to furnish space at the campus for use by SRO while performing the above-described services. RCSS agrees to supply all necessary office equipment and supplies to enable the SRO to perform the services herein. The SRO shall coordinate services provided with each principal or designee on a weekly basis.

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 RCSS 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 FY 2019-20 cost to RCSS under this Agreement is estimated at \$156,515, and was based on 1,440 annual hours to be worked by SRO, as directed by RCSS, plus anticipated contract rate adjustments, based on the Exhibit A, which is made part of this agreement by this reference. Payment for services shall be rendered on a monthly basis within thirty (30) days of receipt by RCSS of a proper invoice submitted by SHERIFF. In April of each year, RCSS can request SHERIFF's staff to provide a service cost estimate for the following year.

5. VACATION AND HOLIDAY TIME

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

B. Because RCSS and SHERIFF holidays may not correspond, holiday time will be taken by the SROs in accordance with RCSS holidays during the contract period. The excess days shall be taken with reasonable notice to RCSS, but shall not conflict with the schedule of duties mutually developed by RCSS and SHERIFF.

6. AUDIT Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of RCSS and SHERIFF connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000) are subject to the examination and audit of the State Auditor of the State of California, at the request of the RCSS or as any part of an audit of the RCSS, for a period of three (3) years after the final payment is made under this Agreement. The parties agree to preserve such books, records and files for the audit period.

7. ADMINISTRATION AND SUPERVISION SHERIFF (or a designee) shall administer this Agreement and supervise SROs on behalf of the County of Riverside. The Superintendent of RCSS (or designee) shall administer this Agreement on behalf of RCSS.

8. COUNTY EMPLOYEE SRO shall remain employees of SHERIFF on special assignment to RCSS for the purposes set forth in this Agreement, and shall not be considered an agent, employee, or deputy of RCSS. SHERIFF shall be solely responsible for provision of all salary, health and welfare benefits, workers' compensation insurance, liability insurance and other employment-related benefits to the SRO.

9. 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, RCSS shall pay for services actually rendered through the termination date only.

10. HOLD HARMLESS AND INDEMNIFICATION

A. RCSS 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 RCSS, 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. RCSS 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 RCSS, RCSS 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 RCSS's indemnification of County. RCSS's obligations hereunder shall be satisfied when RCSS 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 RCSS's obligations to indemnify and hold harmless the County.

B. County shall indemnify and hold harmless the RCSS, 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 RCSS, 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 RCSS; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of RCSS. County's obligations hereunder shall be satisfied when County has provided to RCSS the appropriate form of dismissal (or similar document) relieving the RCSS

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 RCSS.

11. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without prior written consent of other party.

12. 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.

13. 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
P.O. Box 512
Riverside, California 92502

RCSS

Contract and Purchasing Services
3939 Thirteenth Street
P.O. Box 868
Riverside, California 92501

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

14. WAIVER. Any waiver by either party 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 either party 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 the pertinent party from enforcement hereof.

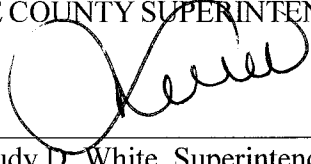
15. SEVERABILITY If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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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.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Date: _____

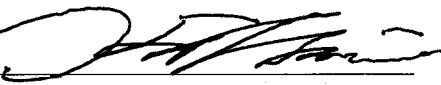
By: 
Judy D. White, Superintendent

ATTEST:


Name Dr. Diana Walsh-Russ
Title Associate Superintendent
By: 5/13/19

COUNTY OF RIVERSIDE

Dated: AUG 27 2019

By: 
Kevin Jeffries, Chairman
Riverside County Board of Supervisors

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

By: 
Deputy

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel


By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

EXHIBIT A

Personnel Cost in FY 19/20	
Normal School Year Hours 1440 X 1 =	1,440
Current SRO hourly rate =	\$99.98
Estimated annual increase	5.0%
Annual Cost	\$151,170
Vehicle Cost	
Current mileage rate =	0.98
Estimated annual increase =	3.0%
Annual mileage =	5,295
	\$5,345
Mileage Cost =	
Total	\$156,515