

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



ITEM: 3.16  
(ID # 12592)

**MEETING DATE:**

Tuesday, June 02, 2020

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the Five-Year Memorandum of Understanding Between the County of Riverside on Behalf of the Riverside County Sheriff's Department and Val Verde Unified School District on Behalf of the Val Verde Unified School District Police Department regarding law enforcement responsibilities within the Val Verde Unified School District Schools and facilities; Districts Three. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Five-Year Memorandum of Understanding Between the County of Riverside on Behalf of the Riverside County Sheriff's Department and Val Verde Unified School District on Behalf of the Val Verde Unified School District Police Department regarding law enforcement responsibilities within the Val Verde Unified School District Schools and facilities and authorize the Sheriff to execute the attached Memorandum of Understanding on behalf of the County.

**ACTION:** Policy

  
Donald Sharp, Chief Deputy, SHERIFF 5/26/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 2, 2020  
xc: SHERIFF-CORONER-PA

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Sheriff's Budget</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year 19/20-24/25</b>	

**C.E.O. RECOMMENDATION:** Approve

**BR: 20-082**

**BACKGROUND:**

**Summary**

The Memorandum of Understanding (MOU) between the County of Riverside, on behalf of its Sheriff's Department (RCSD), and the Val Verde Unified School District (VVUSD), on behalf of its Police Department (VVUSDPD) is to formalize an understanding as to matters of law enforcement over territories where both RCSD and VVUSDPD have concurrent jurisdiction.

The term of this MOU is for five years from the date this MOU is executed by all parties. Thereafter, this MOU shall be automatically renewed for an additional five (5) year period, unless either party gives a written notice of termination, not later than six (6) months preceding the expiration date of the current term of this MOU, to the non-terminating party.

County Counsel has approved the MOU as to legal form.

**Impact on Residents and Businesses**

The goal of police response to incidents involving individuals on school campuses is to preserve life and property in a manner which promotes to the fullest extent possible community and officers' safety.

**ATTACHMENTS:**

- Memorandum of Understanding between the County of Riverside on behalf of the Riverside County Sheriff's Department and Val Verde Unified School District on behalf of the Val Verde Unified School District Police Department regarding law enforcement responsibilities within the Val Verde Unified School District Schools and Facilities.
- Val Verde Unified School District Map.

  
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 Gregory P. Priamos, Director County Counsel      5/21/2020

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE COUNTY OF RIVERSIDE ON BEHALF OF THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT AND VAL VERDE UNIFIED SCHOOL DISTRICT ON BEHALF OF THE VAL VERDE UNIFIED SCHOOL DISTRICT POLICE DEPARTMENT REGARDING LAW ENFORCEMENT RESPONSIBILITIES WITHIN THE VAL VERDE UNIFIED SCHOOL DISTRICT SCHOOLS AND FACILITIES**

**I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to formalize an understanding between the County of Riverside, on behalf of its Sheriff's Department (RCSD), and the Val Verde Unified School District (VVUSD), on behalf of its Police Department (VVUSDPD) as to matters of law enforcement over territories where both RCSD and VVUSDPD have concurrent jurisdiction; a map of Val Verde Unified School District is attached as Exhibit A and incorporated herein by this reference. The goal of police response to incidents involving individuals on school campuses is to preserve life and property in a manner which promotes to the fullest extent possible community and officers' safety.

**II. AUTHORITY; JURISDICTION AND DUTIES**

The Val Verde Unified School District has established its own police department, Val Verde Unified School District Police Department (VVUSDPD), pursuant to the authority set forth in California Education Code Section 38000, which provides that the governing board of a school district may establish a school police department to ensure the safety of school district personnel and students and the security of the real and personal property of the school district. Members of a school district police department, when sworn, are peace officers for the purpose of carrying out their duties of employment pursuant to California Penal Code Section 830.32.

- A. VVUSDPD Jurisdiction. Subject to the exceptions listed below, VVUSDPD's primary duty is to respond to and investigate all crimes, including infractions, misdemeanors, and felonies, as set forth below:
1. Crimes committed by or against district students, employees, or the general public, on or near district facilities, which include school sites, athletic facilities, administrative offices and the premises upon which they are situated, during regular school business hours, generally defined as Monday through Friday from 7:00 a.m. to 5:00 p.m., or during school-sponsored events including evening or weekend sporting events, or while students or employees are traveling directly to or from school and/or a school-sponsored event. Other than stated above, school business hours exclude the period from 5:00 p.m. to 7:00 a.m., weekends and holidays; RCSD will respond during the excluded period, and take appropriate initial action to stabilize the incident until VVUSDPD takes over the investigation.
  2. Crimes committed against district property, including facilities and premises, personal property, vehicles, equipment, etc.
- B. RCSD Jurisdiction. By law, RCSD's jurisdiction includes all law enforcement operations within Riverside County. Regardless of the time and place of occurrence, VVUSD shall refer all of the following criminal cases to RCSD for investigation:
- Murder (Penal Code [PC] §187)
  - Sex offenses or lewd act against child (PC §288)
  - Unlawful oral copulation (PC §288)
  - Child abduction (PC §278)
  - Missing persons
  - Rape (PC §261)
  - Child abuse (PC §273a)
  - Hit and run (VC §§20001-20002)
  - Arson (PC §451)
  - Possession of explosive or destructive devices (PC §12303)

- Runaways (VVUSDPD to take initial report only)
- Injury traffic collisions (if incident occurs in a city where police services are contractually provided by RCSD, as the California Highway Patrol is responsible for traffic collisions in the unincorporated areas of the County of Riverside)

VVUSD shall, without discretion, forward any information related to any investigation undertaken by RCSD that VVUSD or VVUSDPD may have or receive, including, but not limited to, events, dates, times, victim names, witness names.

### **III. INVESTIGATIVE PROCEDURES**

VVUSDPD will make every effort to handle calls for police services that fall within its jurisdiction and scope of duties. In the event VVUSD or VVUSDPD requires assistance from RCSD, RCSD shall respond to calls for service on or near school district facilities in the same manner as RCSD would to any other type of call for police service.

VVUSDPD shall be responsible for the follow-up investigation of crimes within its jurisdiction, as defined above, unless assistance from RCSD is requested. Cases shall not be transferred from one agency to the other for follow-up investigation without supervisory approval. Approval will be based on the totality of the circumstances and in consideration of the goal of successful disposition of the case.

Both agencies will exchange information to ensure accurate reporting. All officers responding to an incident shall prepare the appropriate written reports when requested to do so by supervisors of either agency.

A VVUSDPD supervisor will make an initial decision regarding response based upon his or her knowledge of the incident, VVUSDPD policies, and available VVUSDPD resources. If the incident is outside the scope of VVUSDPD resources or where there is significant threat to human life or property, the VVUSDPD supervisor may request assistance from RCSD. Once RCSD has responded, the VVUSDPD supervisor shall relinquish the overall decision making process to the RCSD supervisor.

Incidents that originate at the district facility or premises but subsequently extend beyond district facilities or premises will be handled by RCSD, with assistance from VVUSDPD if requested.

### **IV. LIABILITY**

RCSD and VVUSD acknowledge that this MOU is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. For tort liability purposes, neither participating agency shall be considered the agent of the other. Each participating agency shall, to the extent permitted under federal and state law, be responsible for any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of the agency, its officers, employees, contractors, agents or representatives while acting within the scope of its jurisdiction, including but not limited to property damage, bodily injury or death.

VVUSD shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "RCSD Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any services of RCSD to the extent such services were provided upon VVUSD's request and are outside the jurisdiction of RCSD and/or the scope of services that RCSD would provide as a law enforcement agency absent the existence of this MOU. In such a case, VVUSD shall defend the RCSD Indemnitees at its sole expense including all costs and fees (including, but not limited, to the attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

V. TERM

This MOU shall be in effect for five years from the date this MOU is executed by all parties. Thereafter, this MOU shall be automatically renewed for an additional five (5) year period, unless either party gives a written notice of termination, not later than six (6) months preceding the expiration date of the current term of this MOU, to the non-terminating party.

Representatives should meet and confer at least once per year, or more frequently if deemed necessary, to review the terms of this MOU. If it is determined that modifications are necessary, such modifications shall be made and reflected in a written amendment duly executed by authorized representatives from each agency. Both agencies will work with school administrators and community members to ensure clear understanding of all roles and responsibilities.

Notwithstanding the foregoing, either party may terminate this MOU upon notice in writing to the other party by December 31<sup>st</sup> for the following fiscal year (July 1<sup>st</sup>).

VI. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

RCS D

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


VVUSD

Mark Clark, Chief of Police  
Val Verde Unified School District Police Department  
975 W. Morgan St  
Perris, California 92571

Or to such other addresses as from time to time may be designated by the respective parties. Notice shall be deemed given when in writing and delivered personally or mailed with confirming delivery receipt addressed as set out above.

VII. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signatures of the parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

  
Michael R. McCormick  
Superintendent  
Val Verde Unified School District

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Chad Bianco  
Sheriff  
Riverside County

12-27-2019



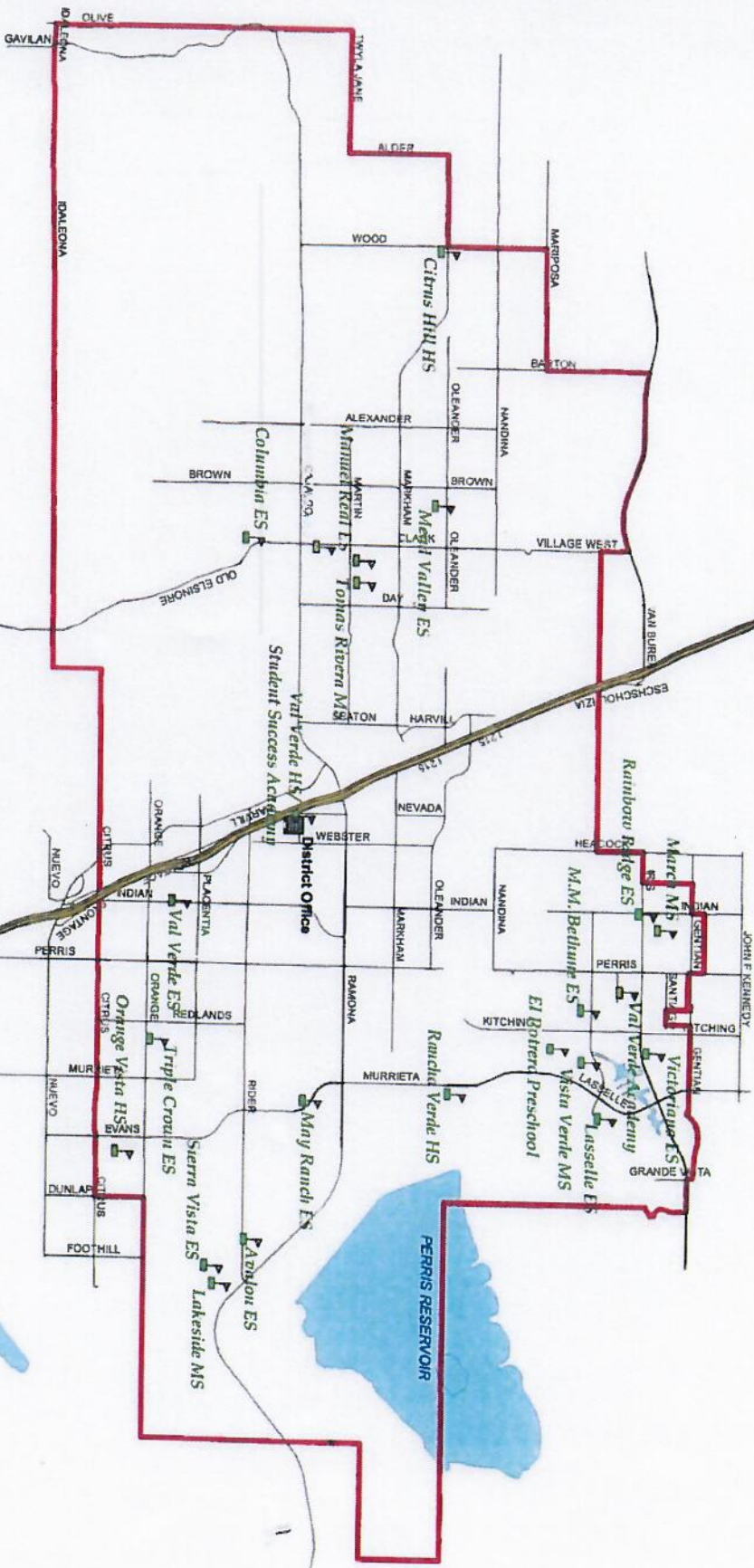
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APPROVED AS TO FORM  
Susanna Oh  
Deputy County Counsel

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**EXHIBIT A  
Val Verde Unified School District Map**

Val Verde Unified School District



Val Verde Unified School District  
975 W. Morgan St  
Perris, CA 92571  
(951) 940-8100  
Maple DistrictMap1617

**Legend**

- District Boundary
- Schools
- District Office