

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



ITEM: 3.32
(ID # 12672)

MEETING DATE:
Tuesday, June 23, 2020

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the One Year Law Enforcement Services Agreement for the County Sheriff's Provision of a School Resource Officer between the County of Riverside and the Murrieta Valley Unified School District (FY20/21). District Three. [\$166,000 - School Services Law Enforcement 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the One Year Law Enforcement Services Agreement for the County Sheriff's 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.

ACTION: Policy



Donald Sharp, Chief Deputy, SHERIFF

6/17/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Hewitt 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 23, 2020
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	\$ 0	\$ 166,000	\$ 166,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BR: 20-090

Prev. Agn. Ref.: 7/23/19 3.46

BACKGROUND:

Summary

The Superintendent of Schools for the Murrieta Valley Unified School District approved the new one year Agreement for Law Enforcement Services with the County of Riverside for the County Sheriff's Provision of a School Resource Officer (SRO). The current contract expires on June 30, 2020, and the attached agreement ensures that service will continue uninterrupted.

The FY2020-21 estimated law enforcement cost is \$166,000. 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 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 County of Riverside and the Murrieta Valley Unified School District


Cherilyn Williams

6/17/2020


Gregory H. Priamos, Director County Counsel

6/11/2020

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, 2020 through June 30, 2021, 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.

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:

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: 5/5/20

By: Pat Kelley
Pat Kelley, Superintendent

ATTEST:

Name: Dale B. Velk
Title: Director of Student Support MVUSD
By: Dale B. Velk

COUNTY OF RIVERSIDE

Dated: _____

By: _____
V. Manuel Perez
Chairman of the Board
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

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: 5/5/20

By: Pat Kelley
Pat Kelley, Superintendent

ATTEST:

Name: Dale B. Velk
Title: Director of Student Support MVUSD
By: Dale B. Velk

Dated: JUN 23 2020

COUNTY OF RIVERSIDE
By: V. Manuel Perez
V. Manuel Perez
Chairman of the Board
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board
By: Disella Ross
Deputy

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel
By: Susanna Oh
Susanna Oh
Deputy County Counsel