

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



**ITEM: 3.22
(ID # 17412)**

MEETING DATE:
Tuesday, October 26, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Agreement for Law Enforcement Services with the Moreno Valley Unified School District (FY21/22-23/24) for the Provision of School Resource Officers, District 5. [\$5,105,000 – School Services Law Enforcement 100%] 4/5th Vote

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Agreement for Law Enforcement Services with the Moreno Valley Unified School District for the Provision of School Resource Officers, and authorize the Chair of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

ACTION:Policy



Donald Sharp, Assistant Sheriff 10/19/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: October 26, 2021
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	\$ 1,620,000	\$ 1,701,000	\$ 5,105,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment:	No
			For Fiscal Year:	21/22-23/24

C.E.O. RECOMMENDATION: Approve

BR: 22-038

Prev. Agn. Ref.: 12/4/18 3.47

BACKGROUND:

Summary

On September 16, 2021, the Moreno Valley Unified School District signed the Law Enforcement Services Agreement for FY21/22-23/24. Under this Agreement, the Sheriff's Department will continue to provide nine (9) Deputy Sheriffs to serve at School Resource Officers (SROs) for the Moreno Valley Unified School District. All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

The FY21/22 estimated law enforcement cost is \$1,620,000. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary.

ATTACHMENTS:

3 copies of the Agreement for Law Enforcement Services with the Moreno Valley Unified School District

Juan C. Perez, Chief Operating Officer

10/21/2021

Gregory H. Priamos, Director County Counsel

10/18/2021

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE MORENO VALLEY 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, hereinafter "COUNTY", a political subdivision of the State of California, on behalf of its Sheriff's Department, hereinafter "SHERIFF", and the MORENO VALLEY UNIFIED SCHOOL DISTRICT, located in Riverside County, 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 agrees to collaborate and work cooperatively with the DISTRICT on matters associated with students involved in misdemeanors/minor allegations of criminal behavior which may be subject to the DISTRICT administrative process; 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, 2021 through June 30, 2024, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide nine (9) SROs. Three (3) SROs shall serve the middle school population for Badger Springs, Landmark, Mountain View, Palm, Sunnymead and Vista Heights. Four (4) SROs shall be assigned to provide services at the following High Schools: Bayside Community Day & Charter School, Canyon Springs, March Mountain & March Valley, Moreno Valley and Valley View. Two (2) SROs will be based at Vista Del Lago High School; one of which may be utilized to attend to other DISTRICT campuses as required. The SROs may also provide proactive presentations on drug, alcohol and violence resistance education at the various DISTRICT middle and high schools with qualified personnel based on classification of presentation. The SROs' duties may also include provision of classroom presentations on relevant law enforcement issues. The SRO's duties shall include patrol of said high schools and middle schools, investigation of crimes occurring on a school campus, facilitating conversations between students

and their parents, and serving as a liaison at the elementary school sites. SROs shall also serve as liaison between the educators employed by DISTRICT, the School Attendance Review Boards (SARB), the Riverside County Probation Department and other law enforcement officials, and perform other related duties. It is understood that SROs shall be assigned to DISTRICT on a full-time basis.

B. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of SROs' duties under this Agreement. DISTRICT agrees to furnish office space for use by the SRO while performing the above-described services.

C. Both parties agree to the terms and conditions contained within the Data Tracking and Public Review appendix, attached hereto and incorporated herein as Appendix A.

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 \$5,105,000. SHERIFF has based this cost estimate on a projection of service hours and mileage for FY 2021-22 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 of each year of any reduction of services necessary due to lack of funding.

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 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 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 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
Moreno Valley Unified School District
25634 Alessandro Boulevard
Moreno Valley, California 92553
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.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

Date: 9/16/2021

By: [Signature]
Martinrex Kedziora, Ed.D.
Superintendent Susana Lopez, CEO

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Dated: OCT 26 2021

By: Karen S. Spiegel
Karen Spiegel, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

APPENDIX A – DATA TRACKING AND PUBLIC REVIEW

A. The following terms are defined for purposes of this appendix:

1. “School-related offenses” is a criminal offense occurring or originating on a DISTRICT school site during hours the school site is regularly open to the public or its students for school-related business.
2. “School site” is the property upon which the school is located. It also includes any location where a school-sponsored event is being held for the duration of such event.
3. “Student” refers only to youth who are enrolled in a DISTRICT public school (but not charter schools or private schools).

B. SHERIFF shall compile and submit to the DISTRICT a monthly written report of the activities of SROs who work within DISTRICT’s jurisdiction. These monthly written reports shall be filed with the DISTRICT Superintendent and should include:

1. School site crime incidents reported to, or observed by, SROs;
2. Number of times that a SRO was involved, for each incident: the type of call, related offense (e.g., trespassing, disruption, battery, possession of a weapon), and resolution of call;
3. Number of times SROs issued a citation to a student:
 - a. By SRO on DISTRICT school sites for school-related offenses;
 - b. By SRO on DISTRICT school sites for non-school-related offenses; and
 - c. By SRO off DISTRICT school sites for school-related offenses.
4. Number of times that SROs handcuffed, restrained, or summoned students on campus.
5. Number of arrests of students made:
 - a. By SROs on DISTRICT school sites for school-related offenses;
 - b. By SROs on DISTRICT school sites for non-school-related offenses; and
 - c. By SROs off DISTRICT school sites for school-related offenses.
6. Such data shall be disaggregated by school site, offense, and the disposition of the matter.
7. Complaints/grievances: All complaints against SHERIFF shall be handled according to SHERIFF policy and procedure. All complaints received by the DISTRICT shall be forwarded to the SROs supervisors.
8. Referrals: The number of referrals by SROs of students from school sites to wellness centers, medical facilities, tutors, mentors, or other resources, including referrals pursuant to California Welfare & Institutions Code § 5150.
9. Publicly releasable information pertaining to activities on school campuses.
10. Any other information the SHERIFF believes is relevant, including but not limited to information regarding the nature of any collaborative efforts between the parties.

C. This monthly written report shall be made publicly available through the DISTRICT’s standard Board process and thereafter shall be posted on the DISTRICT website, consistent with applicable federal, state, and local privacy laws.

D. The DISTRICT shall provide the public with the following information by posting the information on its website, updated on an annual basis unless stated otherwise:

1. Regulations, policies, and protocols governing SRO interactions with students, including any changes made in the prior year.

2. Training materials for SROs about working with students.
3. Number of SROs regularly interacting with particular school sites; and the
4. Aforementioned monthly written report.