
 SHERIFF-CORONER



 COUNTY OF SANTA CRUZ

 MARK TRACY
 SHERIFF-CORONER

 701 OCEAN STREET, ROOM 340, SANTA CRUZ, CALIFORNIA 95060
 PHONE (408) 454-2440 FAX (408) 454-2353 TDD (408) 454-2123

January 11, 1999

AGENDA: January 26, 1999

 Board of Supervisors
 County of Santa Cruz
 701 Ocean Street
 Santa Cruz, CA 95060

**SCHOOL RESOURCE OFFICER AGREEMENTS BETWEEN THE SHERIFF AND
 VARIOUS SCHOOL DISTRICTS**

Dear Members of the Board:

This letter is to request your Board's authorization for the Sheriff to implement agreements with the Santa Cruz School District and the Pajaro Valley Unified School District. These agreements will formalize the assignment of one Sheriff's deputy to Soquel High School and one to Aptos High School and require their annual contribution to fund deputy positions as approved by your Board in this fiscal year's budget.

The School Resource Officer (SRO) program is in its fourth year. The SRO program responds to the school's need for law enforcement authority, develops a cooperative relationship with assigned school administrators, provides counseling for youths and/or parents, makes presentations to students and school staff on drugs, crime, gangs, etc., assists school staff to lessen campus tension and provide assistance to campus supervisors, attends nighttime school events, and represents the Santa Cruz Sheriff's Office within the school community. It is a highly successful community oriented policing program. The School Resource Officer's program began in 1995 under the COPS AHEAD federal grant program. Following the conclusion of the grant funding in June 1998, your Board approved in the fiscal year 1998/1999 budget the continuation of the three SRO's.

The Sheriff's Office has reached agreement with the Santa Cruz and Pajaro Districts. We are continuing to explore options and funding strategies with the San Lorenzo Valley School District. The attached agreements specify how the districts will reimburse the County and define the duties of the deputies on campus.

It is therefore RECOMMENDED that your Board:

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1. Approve the attached three-year agreement between the Sheriffs Office and the Santa Cruz City School District which provides for a School Resource **Officer** for 130 work days per year, at 8 hours per day, (1,040 hours), or equivalent, at a cost to the District of \$34,757 for fiscal year 1998/1999, \$35,828 for fiscal year 1999/2000 and \$37,107 for fiscal year 1000/2001 and authorize the Sheriff to implement the agreement.
2. Approve the attached three-year agreement between the Sheriffs Office and the Pajaro Valley Unified School District which provides for a School Resource Officer for 180 work days per year, at 8 hours per day, (1,440 hours), or equivalent, at a cost to the District of \$48,125 for fiscal year 1998/1999, \$49,608 for fiscal year 1999/2000 and \$51,379 for fiscal year 2000/2001 and authorize the Sheriff to implement the agreement.

Sincerely,

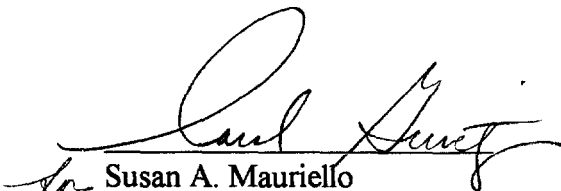


MARK S. TRACY
Sheriff-Coroner

- Attachments:
- 1) School Resource Officer Reimbursement Agreement with Pajaro Valley Unified School District
 - 2) School Resource **Officer** Reimbursement Agreement with Santa Cruz School District

cc: Auditor-Controller
Sheriff's Office

RECOMMENDED:



for **Susan A. Mauriello**
County Administrative Officer

SCHOOL RESOURCE OFFICER
REIMBURSEMENT AGREEMENT

This agreement is made by and between the County of Santa Cruz, hereinafter referred to as "County" and the Santa Cruz School District, hereinafter referred to as "District", and Mark Tracy, Santa Cruz County Sheriff-Coroner, hereinafter referred to as "Sheriff-Coroner", and is made with reference to the following recitals.

Whereas, District, Sheriff and County desire to reduce the potential for violence on the Soquel High School campus and areas adjacent to the campus through hiring and assigning a deputy sheriff to provide a law enforcement presence on the school campus; and,

Whereas, County has agreed to budget a full time deputy sheriff position, to be jointly **funded** by the District and County; and,

Whereas, District has agreed to reimburse County for a portion of the cost of hiring a **full** time deputy sheriff to be assigned to the Soquel High School Campus in the amount of \$34,757, \$35,828, and \$37,107 for three consecutive years; and,

Whereas, the parties wish to describe their respective rights and duties with respect to the services to be provided; and,

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties hereby agree to as follows:

1. TERM

This agreement shall be effective for one year commencing **07/01/98** and ending **06/30/99**, and shall thereafter be renewed for successive one year periods ending **06/30/01**, unless either party gives the other 30 days written notice of non-renewal within 60 days of commencement of the renewal period.

2. COMPENSATION

District shall pay biannually in advance to County as compensation for services provided by County under this agreement the sums of \$34,757 for fiscal year **1998/99**, \$35,828 for fiscal year **1999/2000** and \$37,107 for fiscal year **2000/2001**. County shall furnish to District a statement of the amount due as reimbursement for the upcoming year. District shall pay County the sums above referenced within thirty (30) days of receipt of said statement.

3. DUTIES OF COUNTY AND SHERIFF - CORONER

County agrees as follows:

- (a) To employ for up to three years a sworn deputy sheriff.
- (b) To assign a deputy sheriff to Soquel High School for up to 1,040 hours per fiscal year, or such other amount of time as the parties shall mutually agree. Periods of personal or sick leave, training, supervisory meetings, court appearance, and similar official paid time activities shall not be included in the total hours billed to the District per fiscal year. The School Resource Officer will be on campus up to 130 days per fiscal year, which at 8 hours per day equals 1,040 hours.
- (c) The hours during which the deputy sheriff shall be present at Soquel **High** School shall be as mutually agreed to by the parties.
- (d) To provide training, supervision and equipment to the deputy sheriff assigned under this agreement equivalent to that received by other deputy sheriffs employed by **Sheriff-Coroner**.
- (e) Sheriff-Coroner shall provide coordination with the District through the Sheriffs Office Live **Oak/Soquel** Service Center District Lieutenant.

4. DUTIES TO DISTRICT

The District agrees as follows:

- (a) To coordinate the services and activities of the assigned deputy **sheriff** through the Sheriff-Coroner, or designee.
- (b) To designate a District employee to coordinate with the Sheriff-Coroner, designee, and with the assigned deputy.
- (c) To accept the decision of the Sheriff-Coroner as to assignment of the deputy sheriff provided, however, that District may provide input to the Sheriff-Coroner as to the desirable characteristics of the deputy sheriff to be assigned. The District may reject the assignment of a particular deputy sheriff under this agreement at anytime, **if, after** discussion with the **Sheriff-Coroner** or designee, the reasons for rejection cannot be resolved.

5. ASSIGNMENT

Neither party shall assign this Agreement without the prior written consent of the other.

6. MUTUAL INDEMNIFICATION

(a) District shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability occasioned by the negligent performance of the provisions hereof, including, but not limited to, any negligent act or omission to act on the part of District or its agents, officers, or employees, except that this subparagraph shall not apply to the sole negligence or willful misconduct of the County.

(b) County shall defend, indemnify and save harmless the District from any and all claims, demands, damages, costs, expenses, or liability occasioned by negligent performance of the provisions hereof by County, including, but not limited to, any negligent acts or omission to act on the part of County or its agents, officers or employees, except that this subparagraph shall not apply to the sole negligence or willful misconduct of the District.

7. INDEPENDENT CONTRACTOR

Both parties hereto in performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. County employees are not employees of the District and are not entitled to any of the rights, benefits or privileges of District employees including, but not limited to, medical or workers compensation insurance.

8. MODIFICATION OF AGREEMENT

This agreement may be modified only by written amendment signed by both parties hereto.

9. LAW GOVERNING

This Agreement shall be governed by the laws of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement, shall be filed and maintained in the Superior or Municipal Court for the County of Santa Cruz, California. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to the costs of suit and attorney fees.

10. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the parties as to these matters, contained herein. Nor prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

11. NOTICES

All notices shall be personally served or mailed, postage prepaid, to the following address, or to such other addresses as may be designated by the parties:

COUNTY OF SANTA CRUZ

By: _____
Susan Mauriello
County Administrator Officer

Date: _____

SANTA CRUZ SHERIFF-CORONER

BY: Mark Tracy
Mark Tracy
Sheriff-Coroner

Date: 11/5/98

SANTA CRUZ SCHOOL DISTRICT

By: Ray G. Nelson
Superintendent

Date: 4/21/98

Approved as to Form:

By: Haniya Oberhelman 6-4-98

Approved as to Insurances:

By: [Signature] 1-7-99

SCHOOL RESOURCE OFFICER
REIMBURSEMENT AGREEMENT

This agreement is made by and between the County of Santa Cruz, hereinafter referred to as "County" and the Pajaro Valley Unified School District, hereinafter referred to as "District", and Mark Tracy, Santa Cruz County Sheriff-Coroner, hereinafter referred to as "Sheriff-Coroner", and is made with reference to the following recitals.

Whereas, District, Sheriff and County desire to reduce the potential for violence on the Aptos High School campus and areas adjacent to the campus through hiring and assigning a deputy sheriff to provide a law enforcement presence on the school campus; and,

Whereas, County has agreed to budget a full time deputy sheriff position, to be jointly funded by the District and County; and,

Whereas, District has agreed to reimburse County for a portion of the cost of hiring a full time deputy sheriff to be assigned to the Aptos High School Campus in the amount of \$48,125, \$49,608, and \$5 1,379 for three consecutive years; and,

Whereas, the parties wish to describe their respective rights and duties with respect to the services to be provided; and,

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties hereby agree to as follows:

1. TERM

This agreement shall be effective for one year commencing 07/01/98 and ending 06/30/99, and shall thereafter be renewed for successive one year periods ending 06/30/01, unless either party gives the other 30 days written notice of non-renewal within 60 days of commencement of the renewal period.

2. COMPENSATION

District shall pay **bi-annually** in advance to County as compensation for services provided by County under this agreement the sums of \$48,125 for fiscal year 1998/99, \$49,608 for fiscal year 1999/2000 and \$5 1,379 for fiscal year 2000/2001. County shall furnish to District a statement of the amount due as reimbursement for the upcoming year. District shall pay County the sums above referenced within thirty (30) days of receipt of said statement.

3. DUTIES OF COUNTY AND **SHERIFF - CORONER**

County agrees as follows:

- (a) To employ for up to three years a sworn deputy sheriff.
- (b)** To assign a deputy sheriff to Aptos High School for up to 1,440 hours per fiscal year, or such other amount of time as the parties' shall mutually agree. Periods of personal or sick leave, training, supervisory meetings, court appearance, and similar official paid time activities shall not be included in the total hours billed to the District per fiscal year. The School Resource Officer will be on campus up to 180 days per fiscal year, which at 8 hours per day equals 1,440 hours.
- (c) The hours during which the deputy sheriff shall be present at Aptos High School shall be as mutually agreed to by the parties.
- (d) To provide training, supervision and equipment to the' deputy sheriff assigned under this agreement equivalent to that received by other deputy sheriffs employed by **Sheriff-Coroner**.
- (e) Sheriff-Coroner shall provide coordination with the District through the Sheriffs Office Freedom Service Center District Lieutenant.

4. DUTIES TO DISTRICT

The District agrees as follows:

- (a) To coordinate the services and activities of the assigned deputy sheriff through the Sheriff-Coroner, or designee.
- (b) To designate a District employee to coordinate with the Sheriff-Coroner, designee, and with the assigned deputy.
- (c) To accept the decision of the Sheriff-Coroner as to assignment of the deputy sheriff provided, however, that District may provide input to the Sheriff-Coroner as to the desirable characteristics of the deputy sheriff to be assigned. The District may reject the assignment of a particular deputy sheriff under this agreement at anytime, if, after discussion with the Sheriff-Coroner or designee, the reasons for rejection cannot be resolved.

5. ASSIGNMENT

Neither party shall assign this Agreement without the prior written consent of the other.

6. MUTUAL INDEMNIFICATION

(a) District shall defend, indemnify and save harmless the county, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability occasioned by the negligent performance of the provisions hereof, including, but not limited to, any negligent act or omission to act on the part of District or its agents, officers, or employees, except that this subparagraph shall not apply to the sole negligence or willful misconduct of the County.

(b) County shall defend, indemnify and save **harmless the District from** any and all claims, demands, damages, costs, expenses, or liability occasioned by negligent performance of the provisions hereof by County, including, but not limited to, any negligent acts or omission to act on the part of County or its agents, officers or employees, except that this subparagraph shall not apply to the sole negligence or willful misconduct of the District.

7. INDEPENDENT CONTRACTOR

Both parties hereto in performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. County employees are not employees of the District and are not entitled to any of the rights, benefits or privileges of District employees including, but not limited to, medical or workers compensation insurance.

8. MODIFICATION OF AGREEMENT

This agreement may be modified only by written amendment signed by both parties hereto.

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This Agreement shall be governed by the laws of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement, shall be filed and maintained in the Superior or Municipal Court for the County of Santa **Cruz**, California. The prevailing party in any action to enforce the terms of this Agreement shall **be** entitled to the costs of suit and attorney fees.

10. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the parties as to these matters, contained herein. Nor prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder.

11. NOTICES

All notices shall be personally served or mailed, postage prepaid, to the following address, or to such other addresses as may be designated by the parties:

COUNTY OF SANTA CRUZ

By: _____
Susan Mauriello
County Administrator Officer

Date: _____

SANTA CRUZ SHERIFF-CORONER

By: Mark Tracy
Mark Tracy
Sheriff-Coroner

Date: 11-5-98

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

By: Alan McGee
Superintendent

Date: _____

Approved as to Form:

By: Henry A. Oberhelman III 6-4-98

Approved as to Insurances:

By: [Signature] 1-7-99

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

131

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner (Dept.)
Manning (Signature) (1/13/99)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County sheriff-Coroner (Agency) and Santa Cruz City School District, 2931 Mission Street, Santa Cruz, CA (Name & Address)
- The agreement will provide funding for a Sheriff's School Resource Officer at Soquel High School.
- The agreement is needed because the school district does not provide this service.
- Period of the agreement is from 7/1/98 to 6/30/99
- Anticipated cost is \$ 34,757 (~~Fixed amount~~, Monthly/rate, Not to exceed)
- Remarks: Revenue Agreement currently budgeted in fiscal year 1998/1999 Sheriff's Office budget.
Note: three-year agreement with increasing revenue through 2001.
- Appropriations are budgeted in 661300 (Index#) 1150 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74,

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. R-687 Date 1/13/99
NA
GARY A. KNUTSON, Auditor - Controller
By Linda Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).

Remarks: _____ (Analyst) By Bobuk County Administrative Officer Date 1-13-99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

132

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner (Dept.)
Manisray (Signature) 1-11-99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Santa Cruz County Sheriff-Coroner (Agency)
and Pajaro Valley Unified School District, 165 Blackburn, Watsonville, CA (Name & Address)

2. The agreement will provide funding for a Sheriff's School Resource Officer at Aptos High School.

3. The agreement is needed because the district does not provide this service.

4. Period of the agreement is from 7/1/98 to 6/30/99

5. Anticipated cost is \$ 48,125 (Fixed amount/ Monthly fee/ Not to exceed)

6. Remarks: Revenue Agreement currently budgeted in fiscal year 1998/1999 Sheriff's Office budget.

-Note: three-year agreement with increasing revenue through 2001.

7. Appropriations are budgeted in 661300 (Index#) 1150 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ~~are~~ available and ~~have~~ been encumbered.
NA

Contract No. R-688 Date 1/12/99

GARY A. KNUTSON, Auditor - Controller

By Linda Chock Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____

(Agency).

County Administrative Ofr

Remarks: _____ (Analyst)

By Bolk Date 1-13-99

Agreement approved as to form. Date _____

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - Green *
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

*T. Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ County Administrative Officer

_____ 19 _____ By _____ Deputy Clerk

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ADM - 29 (6/95)