

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



ITEM  
3.47  
(ID # 4984)

**MEETING DATE:**

Tuesday, February 27, 2018

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

**SUBJECT:** SHERIFF-CORONER-PA: Ratification and approval of the First Amendment to Agreement between the County of Riverside and the Desert Sands Unified School District for the County Sheriff's Provision of School Resource Officers (FY17/18-FY18/19) and the Adoption of Resolution 440-9077, District Four. [ $\$707,764$  - School Services Law Enforcement Revenue 100%] 4/5th Vote.

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

1. Ratify and approve the First Amendment to Agreement between the County of Riverside and the Desert Sands Unified School District for the County Sheriff's Provision of School Resource Officers (FY17/18-FY18/19), and authorize the Chairperson of the Board to execute the Amendment on behalf of the County.
2. Amend Salary Ordinance No. 440 pursuant to Resolution 440-9077 submitted herewith. Per the Resolution delete the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	-2	Deputy Sheriff	RSA	249	\$62,302 - \$88,200
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

**ACTION:** 4/5 Vote Required, Policy

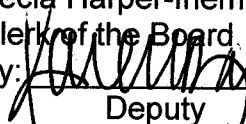
  
Will Taylor, Director of Administration 2/20/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9077 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: February 27, 2018  
xc: Sheriff, HR, Auditor

Kecia Harper-Ihem  
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>	\$ <293,734>	\$ <414,030>	\$ <707,764>	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> School Services Law Enforcement Revenue – 100%			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 17/18-18/19	

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

**BR: 18-018**

**Prev. Agn. Ref.: 07/26/16 03.47**

**BACKGROUND:**

**Summary**

Effective July 1, 2017, the Desert Sands Unified School District requests to amend their Agreement between the County of Riverside and the Desert Sands Unified School District for the County Sheriff's Provision of School Resource Officers. This Amendment modifies the level of law enforcement service provided by the Sheriff's Department with the deletion of two (2) School Resource Officers (SRO). Sheriff's staff has recommended budget adjustments that correspond with the reduction of SRO positions. Sheriff's staff anticipates this change will result in an estimated decrease of \$293,734 in School Services Law Enforcement Revenue for FY 2017-18. The Department is recommending these budget adjustments now as it could not anticipate the reduction in expenditures and include them in its FY 2017-18 budget. County Counsel has approved the Amendment as to form.

**Impact on Residents and Businesses**

The Sheriff and the 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 enhance the District's campus control and student protection. All costs will be fully recovered through Board approved contract rates.

**Attachments**

- 1 - Schedule A
- 1 - Resolution 440-9077
- 3 - First Amendment to Agreement between the County of Riverside and the Desert Sands Unified School District for the County Sheriff's Provision of School Resource Officers.

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


**SCHEDULE A. FY17/18**

Decrease Appropriations

10000-2500300000-510040	Regular Salaries	205,614
10000-2500300000-518100	Budgeted Benefits	88,120
	<b>TOTAL</b>	<b><u>293,734</u></b>

Decrease Estimated Revenue

10000-2500300000-773570	School Services Law Enforcement	<u>293,734</u>
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Ryan Carter

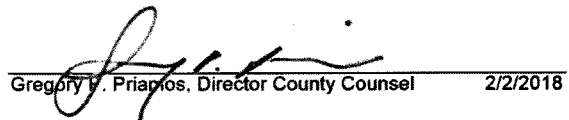
2/21/2018

  
Misley Wang

2/20/2018

  
Michael Stock, Assistant CEO/ Director of Human Resources

2/13/2018

  
Gregory P. Priamos, Director County Counsel

2/2/2018

1 RESOLUTION NO. 440-9077

2  
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in  
4 regular session assembled on February 27, 2018, 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:

7  
8 Job  
9 

<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37602	- 2	2500300000	Deputy Sheriff

10  
11  
12 ROLL CALL:

13 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
14 Nays: None  
15 Absent: None

16 The foregoing is certified to be a true copy of a resolution duly  
17 adopted by said Board of Supervisors on the date therein set forth.

18 KECIA HARPER-IHEM, Clerk of said Board

19 By 

20 Deputy

21  
22  
23  
24  
25  
26  
27 /kc  
28 02/04/2018  
440 Resolutions\KC

02.27.18 3.47

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE  
AND THE DESERT SANDS UNIFIED SCHOOL DISTRICT FOR THE COUNTY  
SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS**

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE DESERT SANDS UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS ("1<sup>ST</sup> Amendment"), dated as of January 16, 2018, is entered into by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Sheriff's Department, hereinafter "SHERIFF", and DESERT SANDS UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter "DISTRICT", sometimes collectively referred to as the "Parties".

**RECITALS**

A. SHERIFF and DISTRICT have entered into that certain **Agreement Between the County of Riverside and the Desert Sands Unified School District for the County Sheriff's Provision of School Resource Officers**, effective on July 1, 2016, (the "Agreement") pursuant to which SHERIFF has agreed to place Deputy Sheriffs as School Resource Officers ("SROs") on DISTRICT campuses as needed.

B. The Parties now desire to amend the Agreement to remove two (2) SRO positions from the Scope of Services and to decrease the total cost estimate to the DISTRICT under the Agreement.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **SCOPE OF SERVICES.** Section 2(A) of the Agreement is hereby replaced in its entirety by the following:

A. SHERIFF agrees to provide one (1) SRO. This SRO will be assigned to provide services at La Quinta High School. The SRO's duties may include provision of class presentations on relevant law enforcement issues, patrol of said high school, investigation of crimes, and counseling of students and their parents. The SRO will also serve as liaison between the educators employed by 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 this SRO will be assigned to DISTRICT on a full-time basis.

2. **COMPENSATION.** Section 4 of the Agreement is hereby replaced in its entirety by the following:

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 unsupported Deputy Sheriff (UDP-B rate) 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 \$788,631. SHERIFF has based this cost estimate on a projection of 1,700 service hours and mileage per SRO for FY 2017-2018 plus 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.

3. CAPITALIZED TERMS. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended.

4. AMENDMENT TO PREVAIL. The provisions of this 1<sup>st</sup> Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this 1<sup>st</sup> Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provision of this 1<sup>st</sup> Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either SHERIFF or DISTRICT.

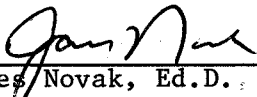
6. EFFECTIVE DATE. This 1<sup>st</sup> Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this 1<sup>st</sup> Amendment as of the date first written above.


**DESERT SANDS UNIFIED SCHOOL DISTRICT,**  
a political subdivision of the State of California

Dated: 1/18/18

By:   
Name: James Novak, Ed.D.  
Its: Assistant Superintendent, Business Services

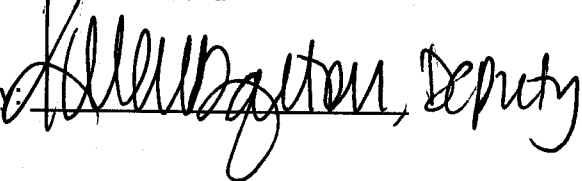
**COUNTY OF RIVERSIDE,**  
a political subdivision of the State of California

Dated: FEB 27 2018

By:   
~~John F. Tavecione, Chairman~~  
Board of Supervisors  
**CHUCK WASHINGTON**

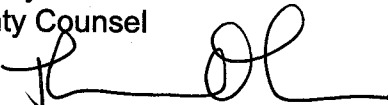
**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: , Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Thomas Oh  
Deputy County Counsel