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



**MEETING DATE:** 

Tuesday, September 10, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the First Amendment to the Two Year Law Enforcement Services Agreement between the Corona-Norco Unified School District and the County of Riverside and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9128 submitted herewith, District Two. [\$135,721 - 100% School Services Law Enforcement Revenue] 4/5 vote

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

- 1. Ratify and approve the First Amendment to the Agreement for Law Enforcement Services Between the Corona-Norco Unified School District and the County of Riverside and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.
- 2. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9128 submitted herewith. Per the Resolution, add the following positions:

Ord. 440

Class Code +/- Class Title

Salary Plan

Grade

Salary

2500300000

37602

**Deputy Sheriff** +1

RSA

249

\$62,302 - \$88,200

3. Approve and direct the Auditor-Controller to make the budget adjustment on the attached Schedule A.

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended and Resolution No. 440-9128 is adopted as recommended.

Ayes:

Jeffries, Spiegel, Perez and Hewitt

Nays:

None

Absent:

Washington

Date:

September 10, 2019

XC:

Sheriff, Auditor

Kecia R. Harper

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Y	ear:	Total Cost:	Ongoing Cost
COST	\$ 135,721	\$	0	\$ 135,721	\$ 0
NET COUNTY COST	\$ 0	\$	0	\$0	\$0
SOURCE OF FUNDS Enforcement Reven		Budget Adj	ustment: Yes		
	•			For Fiscal Y	<b>'ear:</b> 19/20

C.E.O. RECOMMENDATION: Approve

BR: 20-023

Prev. Agn. Ref.: 8/28/18 3.62

#### **BACKGROUND:**

#### Summary

Effective July 1, 2019, the Corona-Norco Unified School District requests to amend their Agreement with the County of Riverside for the County Sheriff's provision of School Resource Officers (SRO). This Amendment modifies the level of law enforcement service provided by the Sheriff's Department with the addition of one School Resource Officer (SRO), the equivalent of one Deputy Sheriff position. Sheriff's staff anticipates this change will result in an estimated increase of \$135,721 in School Services Law Enforcement Revenue for FY 2019-20. The Department is recommending these budget adjustments now as it could not anticipate the increase in expenditures and include them in its FY 2019-20 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**

3 copies of the First Amendment to the Agreement for Law Enforcement Services Between the Corona-Norco Unified School District and the County of Riverside

1 Schedule A

1 Resolution No. 440-9128

#### SCHEDULE A. FY19/20

Increase Appropriations

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

 10000-2500300000-510040
 Regular Salaries
 95,005

 10000-2500300000-518100
 Budgeted Benefits
 40,716

 TOTAL
 135,721

Increase Estimated Revenue

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10000-2500300000-773520 Contract City Law Enforcement 135,721

Misley Wang, Supprvising Accountant 8/29/2019 Ryan Cafter, Principle Mariagement Analyst 9/4/2019

Brenda Diederichs, Assistant CEO / Human Resources Director 8/21/2019 Gregory V. Priatrios, Director County Counsel 8/23/2019

#### RESOLUTION NO. 440-9128

regular session assembled on September 10, 2019, that pursuant to Section 4(a)(ii) of Ordinance No. 440,

the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative on

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in

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13 Absent:

Job

Code

37602

ROLL CALL:

Ayes:

Nays:

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08/21/2019

440 Resolutions\KC

09.10.19 3.28

Class Title
Deputy Sheriff

Jeffries, Spiegel, Perez and Hewitt

Department ID

2500300000

None

the date of approval, as follows:

Washington

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

Kecia R. Harper, Clerk of said Board

Deputy

# FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CORONA-NORCO UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS

THIS FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CORONA-NORCO UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS ("1<sup>ST</sup> Amendment"), dated as of July 1, 2019 , 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 CORONA-NORCO 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 Law Enforcement Services Agreement Between the County of Riverside and the Corona-Norco Unified School District for the County Sheriff's Provision of School Resource Officers, effective on July 1, 2018, (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 add one (1) SRO positions from the Scope of Services and to increase 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 four SROs for the term of this Agreement, one SRO to be assigned to the Norco High School, one SRO to be assigned to Eleanor Roosevelt High School main campus, one SRO to be assigned to Eleanor Roosevelt High School STEM campus and one SRO to provide patrol services at the District's Intermediate/Middle/Academy school campuses. The duties of the SROs shall include patrol of the campus, provision of class presentations on relevant law enforcement issues, orderly supervision and investigation of crimes, maintenance of order on campus, counseling of students and their parents, conduct diversion programs, monthly participation with the School Attendance Review Board and other related duties. The SROs will also serve as a liaison between the school staff, the Probation Department, and other

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law enforcement officials. The SROs' services will be performed on pupil instruction days. Work hours on campus for the school-based SROs will normally be 0730 to 1530 hours.

- 2. COMPENSATION. Section 4 of the Agreement is hereby replaced in its entirety by the following:
  - 4. <u>COMPENSATION</u>. 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 at \$1,182,653. SHERIFF has based this cost estimate on FY2018/19 actual costs and a projection of service hours and mileage for FY 2019/20 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.
- 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.

Dated: July 29, 2019	a political subdivision of the State of California  By:
	COUNTY OF RIVERSIDE, a political subdivision of the State of California
Dated: SEP 1 0 2019	By: Kevin Jeffries, Chairman Board of Supervisors

Kecia R. Harper Clerk of the Board

APPROVED AS TO FORM:

Gregory P. Priamos County Counsel

Susanna Oh

**Deputy County Counsel**