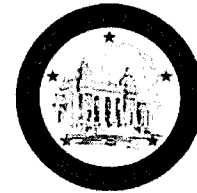


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.18  
(ID # 11111)

MEETING DATE:

Tuesday, October 22, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the One-Year Law Enforcement Services Agreement between the County of Riverside and the Desert Sands Unified School District for the Sheriff's Provision of School Resource Officers (FY19/20); and approve and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9129 submitted herewith. District Four. [\$331,130 - School Services Law Enforcement Revenue 100%] 4/5 Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Law Enforcement Services Agreement between the County of Riverside and the Desert Sands Unified School District for the Sheriff's Provision of School Resource Officers through June 30, 2020, and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.
2. Approve and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9129 submitted herewith. Per the Resolution, add the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	+1	Deputy Sheriff	RSA	249	\$62,302 - \$88,200

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

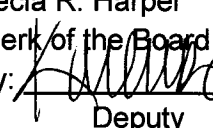
ACTION: Policy, 4/5 Vote Required

  
Will Taylor, Director of Administration 10/16/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Resolution No. 440-9129 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
 Nays: None  
 Absent: None  
 Date: October 22, 2019  
 xc: Sheriff, Auditor

Kecia R. Harper  
 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>	\$ 331,130	\$ 0	\$ 331,130	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue</b>			<b>Budget Adjustment: Yes</b>	
			<b>For Fiscal Year: 19/20</b>	

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

**BR: 20-020**

**Prev. Agn. Ref.: 7/25/17 3.52**

**BACKGROUND:**

**Summary**

On August 22, 2019, the Assistant Superintendent of Schools for the Desert Sands Unified School District signed the new Agreement for Law Enforcement Services with the County of Riverside to increase the level of service by one (1) School Resource Officer. The current contract expires on June 30, 2019, and the attached agreement ensures that service will continue through June 30, 2020. Under this Agreement, the Sheriff's Department will provide two (2) Deputy Sheriffs to serve as School Resource Officers (SROs) for the Desert Sands Unified School District. All costs for this service will be recovered through Board-approved rates.

Sheriff staff has estimated the FY19/20 service and mileage costs at \$331,130. The Department had included one position in its FY19/20 budget; therefore, a budget adjustment of \$165,565 is requested. 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 between the County of Riverside and the Desert Sands Unified School District for the County Sheriff's Provision of School Resource Officers

1 Schedule A

1 Resolution No. 440-9129

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

**SCHEDULE A. FY19/20**

Increase Appropriations

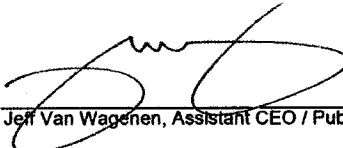
10000-2500300000-510040	Regular Salaries	115,896
10000-2500300000-518100	Budgeted Benefits	<u>49,669</u>
	<b>TOTAL</b>	<b>165,565</b>

Increase Estimated Revenue

10000-2500300000-773570	School Services Law Enforcement	165,565
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Misley Wang, Supervising Accountant

10/16/2019

  
Jeff Van Wageningen, Assistant CEO / Public Safety

10/16/2019

  
Jennifer Fuller, Deputy Human Resources Director

10/15/2019

  
Gregory V. Priamos, Director County Counsel

10/16/2019



AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE  
AND THE DESERT SANDS 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, a political subdivision of the State of California, on behalf of its Sheriff's Department, hereinafter "SHERIFF" and the DESERT SANDS UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, 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 the provision of programs within DISTRICT's jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement to place Deputy Sheriffs as School Resource Officers, herein after SROs, on DISTRICT campuses as needed to work in partnership with DISTRICT to provide a safe environment for learning that encourages the development of social responsibility among the students, 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, 2019 through June 30, 2020, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES.

A. SHERIFF agrees to provide two (2) SROs. These SROs will be assigned to provide services at the following schools: La Quinta High School, Summit High School, Colonel Mitchell Paige Middle School and La Quinta Middle School. The SROs' duties may include provision of class presentations on relevant law enforcement issues, patrol of said high schools and middle schools, investigation of crimes, counseling of students and their parents, and serving as liaison at elementary school sites. SROs 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 these SROs will 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 space at each school for use by SROs while performing the above-described services.

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 unsupported deputy sheriff and a mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. In FY 2019-20 the total cost to DISTRICT under this Agreement is estimated to be \$331,130. SHERIFF has based this cost estimate on 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. DISTRICT will notify County prior to February of each year of any reduction of services necessary due to lack of funding. In May of each year, DISTRICT can request a service cost estimate from SHERIFF.

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 SROs 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 DEPUTIES 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, compensation will be paid only for the period of time this Agreement is in effect.

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.

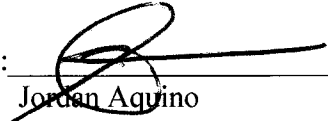




IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed in confirmation of this Agreement on the dates indicated below.

DESERT SANDS UNIFIED SCHOOL DISTRICT

Date: 8/22/19

By:   
Jordan Aquino  
Assistant Superintendent

ATTEST:

Name:

Title:

By: \_\_\_\_\_

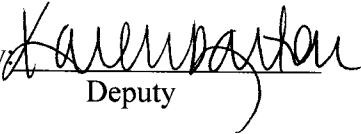
COUNTY OF RIVERSIDE

Dated: OCT 22 2019

By:   
Kevin Jeffries, Chair  
Riverside County Board of Supervisors

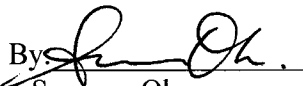
ATTEST:

Kecia Harper-~~them~~  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Greg P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.26**

(MT 10837)

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the recommendation from the Sheriff-Coroner-PA regarding the approval of the One-Year Law Enforcement Services Agreement between the County of Riverside and the Desert Sands Unified School District for the Sheriff's Provision of School Resource Officers (FY19/20); and to approve and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9129 submitted herewith, is continued to Tuesday, October 22, 2019 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel and Hewitt  
Nays: None  
Absent: Washington and Perez

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 8, 2019 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: October 8, 2019

(seal)

Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.  
3.26

xc: COB

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



ITEM  
3.26  
(ID # 10837)

**MEETING DATE:**

Tuesday, October 8, 2019

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

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and approve the One-Year Law Enforcement Services Agreement between the County of Riverside and the Desert Sands Unified School District for the Sheriff's Provision of School Resource Officers (FY19/20); and approve and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9129 submitted herewith. District Four. [\$331,130 - School Services Law Enforcement Revenue 100%] 4/5 Vote.

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

1. Ratify and approve the Law Enforcement Services Agreement between the County of Riverside and the Desert Sands Unified School District for the Sheriff's Provision of School Resource Officers through June 30, 2020, and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.
2. Approve and amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9129 submitted herewith. Per the Resolution, add the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	+1	Deputy Sheriff	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

  
Dennis Vrooman, Assistant Sheriff 9/27/2019

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MINUTES OF THE BOARD OF SUPERVISORS

**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>	\$ 331,130	\$ 0	\$ 331,130	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue</b>			<b>Budget Adjustment: Yes</b>	
			<b>For Fiscal Year: 19/20</b>	

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

**BR: 20-020**

**Prev. Agn. Ref.: 7/25/17 3.52**

**BACKGROUND:**

**Summary**

On August 22, 2019, the Assistant Superintendent of Schools for the Desert Sands Unified School District signed the new Agreement for Law Enforcement Services with the County of Riverside to increase the level of service by one (1) School Resource Officer. The current contract expires on June 30, 2019, and the attached agreement ensures that service will continue through June 30, 2020. Under this Agreement, the Sheriff's Department will provide two (2) Deputy Sheriffs to serve as School Resource Officers (SROs) for the Desert Sands Unified School District. All costs for this service will be recovered through Board-approved rates.

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**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 between the County of Riverside and the Desert Sands Unified School District for the County Sheriff's Provision of School Resource Officers
- 1 Schedule A
- 1 Resolution No. 440-9129

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

**SCHEDULE A. FY19/20**

Increase Appropriations

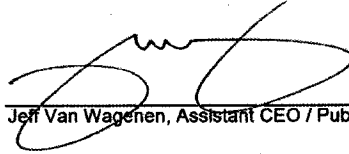
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10000-2500300000-518100	Budgeted Benefits	<u>49,669</u>
	<b>TOTAL</b>	<b>165,565</b>

Increase Estimated Revenue

10000-2500300000-773570	School Services Law Enforcement	165,565
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Mисley Wang, Supervising Accountant

9/23/2019

  
Jeff Van Wageningen, Assistant CEO / Public Safety

9/27/2019

  
Brenda Diederichs, Assistant CEO / Human Resources Director

9/20/2019

  
Gregory V. Priamos, Director County Counsel

9/23/2019