

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



ITEM: 3.19  
(ID # 12787)

MEETING DATE:  
Tuesday, July 07, 2020

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Five Year Law Enforcement Services Agreement between the County of Riverside and the San Jacinto Unified School District for the County Sheriff's Provision of School Resource Officers (FY20/21-FY24/25). District Three. [\$1,877,580 - School Services Law Enforcement 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Five Year Law Enforcement Services Agreement between the County of Riverside and the San Jacinto Unified School District for the term July 1, 2020 through June 30, 2025, and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

ACTION: Policy


  
Donald Sharp, Chief Deputy, SHERIFF 6/29/2020

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 07, 2020  
xc: Sheriff

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>	\$ 340,551	\$ 357,182	\$ 1,877,580	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-24/25</b>	

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

**BR: 20-095**

**Prev. Agn. Ref.: 9/15/15 3.23**

**BACKGROUND:**

**Summary**

The Assistant Superintendent of Business for the San Jacinto Unified School District approved the new 5 year Agreement for Law Enforcement Services with the County of Riverside for the County Sheriff's Provision of School Resource Officers (SROs). The current contract expires on June 30, 2020, and the attached agreement ensures that service will continue uninterrupted.

The FY2020-21 estimated law enforcement cost is \$340,551. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary. 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 for Law Enforcement Services Between the County of Riverside and the San Jacinto Unified School District

*Cherilyn Williams*  
Cherilyn Williams

6/30/2020

*Gregory V. Priantos*  
Gregory V. Priantos, Director County Counsel

6/25/2020



LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE  
COUNTY OF RIVERSIDE AND THE SAN JACINTO UNIFIED SCHOOL DISTRICT FOR  
THE COUNTY SHERIFF'S PROVISION OF A SCHOOL RESOURCE OFFICER

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 SAN JACINTO UNIFIED SCHOOL DISTRICT, a Special-Purpose District, 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 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, 2020 through June 30, 2025, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide two (2) SROs, who will be assigned to provide services to the DISTRICT campuses as follows: Headstart/State Preschool, Megan Cope Elementary, De Anza Elementary, Jose Antonio Estudillo Elementary, Edward Hyatt Elementary, Park Hill Elementary, Clayton A. Record Jr. Elementary, San Jacinto Leadership Academy, Mountain View High School, San Jacinto High School, and Mt. Heights Academy. The duties of the SROs shall include provision of class presentations on relevant law enforcement issues, patrol of school campuses, investigation of crimes, maintenance of order on campuses, counseling of students and their parents, and serving as liaisons at school sites. The SRO will also serve a liaison role between the educators employed by the 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 throughout the school year.

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.

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 \$1,877,580. 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.

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 SRO on behalf of the County of Riverside. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

7. COUNTY EMPLOYEE SRO 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

San Jacinto Unified School District  
2045 S. San Jacinto Ave.  
San Jacinto, California 92583  
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.

SAN JACINTO UNIFIED SCHOOL DISTRICT

Date: 4/1/20

By:   
Seth Heeren  
Asst. Superintendent of Business

ATTEST:

Name:  
Title:

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

COUNTY OF RIVERSIDE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
V. Manuel Perez  
Chairman of the Board  
Riverside County Board of Supervisors

ATTEST:  
Kecia R. Harper  
Clerk of the Board

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

APPROVED AS TO FORM:  
Greg P. Priamos  
County Counsel

By: \_\_\_\_\_  
Susanna Oh  
Deputy County Counsel



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

SAN JACINTO UNIFIED SCHOOL DISTRICT

Date: 4/7/20

By: [Signature]  
Seth Heeren  
Asst. Superintendent of Business

ATTEST:

Name:  
Title:

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

Dated: JUL 07 2020

COUNTY OF RIVERSIDE

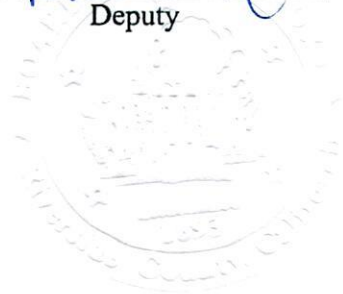
By: [Signature]  
V. Manuel Perez  
Chairman of the Board  
Riverside County Board of Supervisors

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Greg P. Priamos  
County Counsel

By: [Signature]  
Susanna Oh  
Deputy County Counsel





**July 7, 2020 Item 16 Public Comment via COB Web Comment on Mask Requirement (Susan Nash):**

(1) The Riverside County Public Health Officer must reinstate the County mask requirement immediately. Before the state acted, Dr. Kaiser closed bars. Now, even though the state has acted, Dr. Kaiser must require masks. Your own public health page currently has a video with two doctors saying that if everyone wore masks all the time, there is a 90% reduction new cases, which means a 90% reduction in new deaths. We cannot depend on the state to waiver once again on mask requirements, but must maintain our own. This is even more important than just closing bars.

(2) The County Sheriff and Chief Deputy must do a similar video for the public Health page (wearing masks) clearly stating (regardless of what they may have said in the past) that masks are now required by both state and county law and that these laws will be both followed by and enforced by the Sheriff, to the full extent of the law. The sheriff's job is to save lives and masks save lives.

(3) A new study by the Wall Street firm Goldman Sachs found a federal mask mandate could slow the rate of coronavirus infection and prevent new lockdowns, avoiding a 5% drop in gross domestic product worth a staggering \$1 trillion to the U.S. economy. It is clear that if Riverside County had kept the mask requirement in place when it began opening up the economy, we would not now be closing down businesses and we would have a 90% reduction in new deaths.

(4) Why was the County building closed? Were any of the County staff who contracted COVID-19 in the BOS, Clerk of the Board or attended any open Board meetings. You can and should reveal this information without exposing private information. The public needs to know how the Sheriff and Board's refusal to mask and protect others may have affected the BOS, the Clerk of the Board, other County staff, as well as members of the public.

**July 7, 2020 Item No 3.19 Public Comment via COB Web Comment on School Law Enforcement (Susan Nash):**

This and all law enforcement school contracts should be denied and/or revoked and re-thought. The Board of Supervisors and the Riverside County Department of Public Schools, as so many public and private schools across CA and the country, must remove armed law enforcement from all of our school campuses. In general, this is not the best use of precious and limited education dollars. This \$1,877,580 million dollars could be better spent on education personal doing the same jobs and better.

In particular, the Riverside County Sheriff has publicly told the Board of Supervisors that his Department will not obey or enforce any County, State or federal face covering laws, meant to control the spread of COVID-19, depending on their "personal preference". In addition, the Sheriff proclaimed the Board of Supervisors had absolutely no control over the Sheriff or his Department in any way shape or form, despite numerous citations from state law by County Counsel to the contrary.

Do we really want to pay armed deputies, who have no respect for the law and obey and enforce it at the whims of their personal preferences, in our school (from Headstart to San Jacinto High School) teaching police science classes and patrolling school campuses to maintain order by being a visual deterrent to aberrant behavior?

The Board of Supervisors needs to discuss closely with the BOS Riverside Department of Public Schools and the BOS Sheriff's Department several questions:

- (1) whether you want armed police on our school campuses?
- (2) If so, what should be the limits of their duties?
- (3) If so, whether this Sheriff Department, which has shown a flagrant disregard for the law and for the Board of Supervisors, can be trusted to have an armed presence on our school campuses where our precious children are trying to learn to be good law-abiding citizens.

**July 7, 2020 Item No 2.4 Public Comment via COB Web Comment on CARES Act (Susan Nash):**

Questions re: ATTACHMENT C - CARES estimated expenses.

1. What is the DA spending \$6 million on?
2. Why does Public Health only get \$1.75 million?
3. Why does the public defender need \$2 million?
4. How is the County jails using their \$17 million?
5. What is the \$8 million DA Banning capital project and how is it related to COVID?
6. How is the \$18 million RUHS Behavioral Health Campus capital project related to COVID?

Is the Sheriff Department still refusing to wear or enforce masking? If so, does it occur to you that the rates of infections and deaths steadily increasing in Riverside County and the refusal of so many people refusing to wear masks, per the Sherriff's example, might be related?

7/7/20 3.19