

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



ITEM: 3.9
(ID # 13240)

MEETING DATE:

Tuesday, September 22, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Termination of the Agreement between the County of Riverside and the Perris Union High School District for the County Sheriff's Provision of School Resource Officers and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9161 submitted herewith, District Five. [<\$1,024,130> - School Services Law Enforcement Revenue 100%] 4/5th Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the termination of the Agreement between the County of Riverside and the Perris Union High School District for the County Sheriff's Provision of School Resource Officers with the termination effective as of July 17, 2020, and authorize the Sheriff to sign the termination letter for the same, on behalf of the County.
2. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9161 submitted herewith. Per the Resolution, add the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	-3	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


Dennis Vrooman, Assistant Sheriff 9/16/2020

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: September 22, 2020
xc: Sheriff, Auditor

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	<\$ 494,749>	<\$ 529,381>	<\$ 1,024,130>	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment: Yes	
			For Fiscal Year: 20/21-21/22	

C.E.O. RECOMMENDATION: Approve

BR: 21-023

Prev. Agn. Ref.: 9/10/19 3.27

BACKGROUND:

Summary

The Perris Union High School District notified the Riverside County Sheriff's Department on June 18, 2020 of their desire to terminate the Law Enforcement Services Agreement pursuant to Section 8 of the Agreement effective July 17, 2020. On September 10, 2019, the Board of Supervisors approved the Three Year Law Enforcement Services Agreement with the Perris Union High School District for the provision of three (3) Deputy Sheriff School Resource Officers.

Sheriff staff has estimated the FY20/21 service and mileage costs at \$494,749. The Department is recommending a budget adjustment to decrease anticipated revenue and expenditures now, since these adjustments were not made in the Department's budget request. County Counsel has reviewed the termination request and approved the Termination of the Agreement as to form.

ATTACHMENTS:

- 3 Copies of the Mutual Termination Agreement
- 1 Schedule A
- 1 Resolution No. 440-9161

SCHEDULE A. FY20/21

Decrease Appropriations

10000-2500300000-510040	Regular Salaries	346,324
10000-2500300000-513040	Retirement-Safety	<u>148,425</u>
	TOTAL	494,749

Decrease Estimated Revenue

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

10000-2500300000-773570 School Services Law Enforcement 494,749


Misley Wang, Supervising Accountant 9/15/2020


Cheryl Williams 9/16/2020


Megan Gomez, Assistant 9/2/2020


Gregory Priamos, Director County Counsel 9/14/2020

1 RESOLUTION NO. 440-9161

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on September 15, 2020, that pursuant to Section 4(a)(ii) of Ordinance No. 440,
5 the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), with an
6 operative date *retroactive to July 17, 2020*, as follows:

7
8 Job
9

<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37602	- 3	2500300000	Deputy Sheriff

10
11
12 ROLL CALL:

13 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
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 R. Harper, Clerk of said Board

19 By 
20 Deputy

21
22
23
24
25
26
27 /kc

09/02/2020

440 Resolutions\KC

28 09.22.2020 3.9



Riverside County Sheriff's Department
Chad Bianco, Sheriff-Coroner

Contracts Unit

4095 Lemon Street, 1st Floor • Riverside • California • 92501
www.riversidesheriff.org

August 17, 2020

Perris Union High School District
155 E. Fourth Street
Perris, California 92570
Attn: Superintendent Grant Bennett

RE Mutual Termination of the Agreement Between the County of Riverside and the Perris Union High School District for the County Sheriff's Provision of School Resource Officers

Superintendent Bennett,

This letter serves as an acknowledgment of the Perris Union High School District's notice of termination dated June 18th, 2020, and a mutual acceptance and agreement to terminate the Agreement Between the County of Riverside and the Perris Union High School District for the County Sheriff's Provision of School Resource Officers that became effective July 1, 2019 (the "Agreement").

The date of termination is mutually agreed by the parties hereto to be effective as of July 17, 2020. As of the said termination date, the County of Riverside ("County") and the Perris Union High School District ("District") agree to mutually release each other from any and all remaining obligations and liabilities found within or arising from said Agreement, except for each party's indemnification obligations as set forth in section 9 of the agreement.

County and District hereby acknowledge and agree to this Mutual Termination of the Agreement Between the County of Riverside and the Perris Union High School District for the County Sheriff's Provision of School Resource Officers by their signatures below:

Agreed and Accepted:

County of Riverside:


Chad Bianco
Sheriff

Perris Union High School District


Grant Bennett
Superintendent

As authorized by the Riverside County Board of Supervisors: Minute Order: 3.9
Date: 9.22.2020

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Susanna Oh
Deputy County Counsel



Riverside County Sheriff's Department
Chad Bianco, Sheriff-Coroner

Contracts Unit

4095 Lemon Street, 1st Floor • Riverside • California • 92501
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August 17, 2020

Perris Union High School District
155 E. Fourth Street
Perris, California 92570
Attn: Superintendent Grant Bennett

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The date of termination is mutually agreed by the parties hereto to be effective as of July 17, 2020. As of the said termination date, the County of Riverside ("County") and the Perris Union High School District ("District") agree to mutually release each other from any and all remaining obligations and liabilities found within or arising from said Agreement, except for each party's indemnification obligations as set forth in section 9 of the agreement.

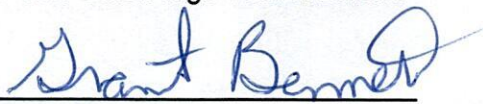
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Agreed and Accepted:

County of Riverside:

Chad Bianco
Sheriff

Perris Union High School District



Grant Bennett
Superintendent

As authorized by the Riverside County Board of Supervisors: Minute Order: _____
Date: _____

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



ITEM: 3.10
(ID # 13385)

MEETING DATE:

Tuesday, September 22, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the First Amendment to the Law Enforcement Services Agreement between the County of Riverside and the Jurupa Unified School District (FY20/21-21/22), and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9162 submitted herewith. District Two. [<\$340,000> - Contract City Law Enforcement 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to the Law Enforcement Services Agreement between the County of Riverside and the Jurupa Unified School District for the County Sheriff's Provision of School Resource Officers (FY20/21-21/22), and authorize the Chairman of the Board to execute the Amendment on behalf of the County.
2. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9162 submitted herewith. Per the Resolution, adjust the following positions:

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

ACTION: Policy


Dennis Vrooman, Assistant Sheriff 9/16/2020

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: September 22, 2020
xc: Sheriff

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	<\$ 166,100>	<\$ 173,900>	<\$ 340,000>	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement			Budget Adjustment: No	
			For Fiscal Year: 20/21-21/22	

C.E.O. RECOMMENDATION: Approve

BR: 21-028

Prev. Agn. Ref.: 06/02/20 3.19

BACKGROUND:

Summary

This First Amendment to the Law Enforcement Services Agreement between the County of Riverside and the Jurupa Unified School District for the County Sheriff's Provision of School Resource Officers by the deletion of (1) Deputy Sheriff position. The Sheriff's Department will continue to provide six (6) School Resource Officers to the Jurupa Unified School District. County Counsel has approved the Amendment as to form.


Sheriff's staff anticipates this change will result in an estimated decrease of \$166,100 in Contract Law Enforcement Revenue for FY2020-21 and a total decrease of \$340,000 over the term of the Agreement. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary.


Attachments

3 copies of the First Amendment to the Law Enforcement Services Agreement between the County of Riverside and the Jurupa Unified School District

1 Resolution No. 440-9162


Cherilyn Williams 9/16/2020


Megan Gomez, Assistant 9/8/2020


Gregory H. Priarios, Director County Counsel 9/11/2020

**FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE AND THE JURUPA 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 JURUPA UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS ("1ST Amendment"), dated as of June 22, 2020, 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 JURUPA 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 Jurupa Unified School District for the County Sheriff's Provision of School Resource Officers**, effective on July 1, 2020, (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 delete one (1) 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 six (6) SROs. Three SROs will be assigned to the Jurupa Valley High School, Patriot High School and Rubidoux High School campuses. Three SROs will be assigned to the Jurupa Middle School, Mira Loma Middle School and Mission Middle School campuses. The duties of the SRO may include provision of class presentations on relevant law enforcement issues, patrol of school campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, and serving as liaisons at school sites. SROs will also serve a liaison role between the educators employed by the DISTRICT, the School Attendance Review Board (S.A.R.B.), the Probation Department, and other law enforcement officials, and perform other related duties. It is understood that the SRO will be assigned to DISTRICT on a full-time basis throughout the school year.

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 SROs 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 \$2,043,000. SHERIFF has based this cost estimate on hours of work by the SRO, as estimated by the DISTRICT. 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 1st 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 1st 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 1st 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 1st 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 **1st Amendment** as of the date first written above.

JURUPA UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

Dated: June 22, 2020

By: 
Name: Paula Ford
Its: Asst. Superintendent Business Services

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

Dated: SEP 22 2020

By: 
V. Manuel Perez, Chairman
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 


APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this **1st Amendment** as of the date first written above.

JURUPA UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

Dated: June 22, 2020

By: 
Name: Paula Ford
Its: Asst. Superintendent Business Services

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

Dated: _____

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

1 RESOLUTION NO. 440-9162

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on September 22, 2020, that pursuant to Section 4(a)(ii) of Ordinance No. 440,
5 the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative on
6 the date of approval, as follows:

7
8 Job
9

<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37602	- 1	2500300000	Deputy Sheriff

10
11 ROLL CALL:

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

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

17 Kecia R. Harper, Clerk of said Board

18 By 

19 Deputy