

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



ITEM: 3.20
(ID # 17257)

MEETING DATE:

Tuesday, October 26, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the One Year Law Enforcement Services Agreement with the Riverside County Superintendent of Schools for the Provision of a School Resource Officer (FY21/22) and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9222 submitted herewith, District 3. [\$178,000 - School Services Law Enforcement 100%] 4/5th Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the One Year Law Enforcement Services Agreement with the Riverside County Superintendent of Schools for the Provision of a School Resource Officer, and authorize the Chair 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. 440-9222 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 | \$67,481 - \$95,397 |

3. Approve and direct the Auditor-Controller to make the budget adjustment in the accompanying Schedule A.

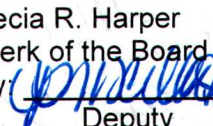
ACTION:4/5 Vote Required, Policy


Donald Sharp, Assistant Sheriff 10/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9222 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: October 26, 2021
xc: Sheriff, HR

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 | \$ 178,000 | \$ 0 | \$ 178,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue | | | Budget Adjustment: Yes | |
| | | | For Fiscal Year: 21/22 | |

C.E.O. RECOMMENDATION: Approve

BR: 22-031

Prev. Agn. Ref.: 5/11/21 3.27

BACKGROUND:

Summary

The Riverside County Superintendent of Schools (RCSS) approved the new one-year Agreement for Law Enforcement Services with the County of Riverside for the Sheriff's Provision of a School Resource Officer (SRO) for the Betty G. Gibbel Regional Learning Center.

The FY2021-2022 estimated law enforcement cost is \$178,000. The Department is requesting a budget adjustment, as the additional expenditures could not be anticipated at budget preparation. County Counsel has approved the agreement as to form.

Impact on Residents and Businesses

The Sheriff and RCSS share common goals that include the provision of programs that address the needs of students at risk. The SROs serve as a visual deterrent to aberrant behavior and thereby enhance 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 Riverside County Superintendent of Schools
- 1 – Resolution No. 440-9222

SCHEDULE A - FY21/22

Increase Appropriations

| | |
|---|---------------|
| 10000-2500300000-510040 Regular Salaries | 124,600 |
| 10000-2500300000-513040 Retirement-Safety | <u>53,400</u> |

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

TOTAL 178,000

Increase Estimated Revenue

10000-2500300000-773570 School Services Law Enforcement 178,000



Heydee Koury, Sr Accountant - Auditor

10/13/2021



Juan C. Perez, Chief Operating Officer

10/21/2021



Megan Gomez, Assistant

9/28/2021



Gregory H. Priamos, Director County Counsel

10/6/2021

1 RESOLUTION NO. 440-9222

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on October 26, 2021, 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

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

9
10 ROLL CALL:

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

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

17 Kecia R. Harper, Clerk of said Board

18 By  Deputy

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS 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 RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS, located in Riverside County, hereinafter "RCSS".

WHEREAS, SHERIFF and RCSS have identified a need to provide additional law enforcement among RCSS's school sites; and

WHEREAS, SHERIFF and RCSS share common goals that include providing support for the education process by implementing a school community policing approach within RCSS's jurisdiction that addresses school crime and safety issues and focuses on the needs of students at risk; and

WHEREAS, SHERIFF and RCSS 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 RCSS campuses as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance RCSS's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM This Agreement shall be effective from July 1, 2021 through June 30, 2022, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide one (1) SRO, who will be assigned to the Betty G. Gibbel Regional Learning Center Campus. The duties of the SRO 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 as a liaison between the educators employed by RCSS, 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 the SRO will be assigned to RCSS on a full-time basis throughout the school year.

B. RCSS agrees to comply with all reasonable requests of SHERIFF necessary to the performance of SRO's duties under this Agreement. RCSS 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 RCSS 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 RCSS under this Agreement is estimated to be \$178,000. SHERIFF has based this cost estimate on a projection of service hours and mileage for FY 2021-22 and anticipated contract rate adjustments. Payment for services shall be rendered on a monthly basis upon receipt by RCSS of a proper invoice submitted by SHERIFF. RCSS will notify COUNTY prior to February of each year of any reduction of services necessary due to lack of funding.

5. VACATION AND HOLIDAY TIME SRO's vacation time shall not conflict with the schedule of duties mutually developed by RCSS and SHERIFF. Because RCSS and SHERIFF holidays may not correspond, holiday time will be taken by the SRO in accordance with RCSS holidays during the contract period. The excess days shall be taken with reasonable notice to RCSS, but shall not conflict with the schedule of duties mutually developed by RCSS 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 RCSS (or designee) shall administer this Agreement on behalf of RCSS.

7. COUNTY EMPLOYEE SRO shall remain an employee of SHERIFF on special assignment to RCSS for the purposes set forth in this Agreement, and shall not be considered an agent, employee, or deputy of RCSS.

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, RCSS shall pay for services actually rendered through the termination date only.

9. HOLD HARMLESS AND INDEMNIFICATION

A. RCSS 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 RCSS, 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. RCSS 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 RCSS, RCSS 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 RCSS 's indemnification of COUNTY. RCSS 's obligations hereunder shall be satisfied when RCSS 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 RCSS 's obligations to indemnify and hold harmless the COUNTY.

B. COUNTY shall indemnify and hold harmless the RCSS, 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 RCSS, 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 RCSS; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification of RCSS. COUNTY's obligations hereunder shall be satisfied when COUNTY has provided to RCSS the appropriate form of dismissal (or similar document) relieving the RCSS 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 RCSS.

10. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by RCSS 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

RCSS
Contract and Purchasing Services
3939 Thirteenth Street
Post Office Box 868
Riverside, CA 92501

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.

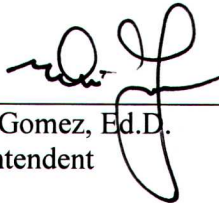
14. SEVERABILITY If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 9/11/2021

By: 
Edwin Gomez, Ed.D.
Superintendent

ATTEST:

Name:
Title:

By: _____

COUNTY OF RIVERSIDE

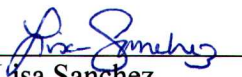
Dated: OCT 26 2021

By: 
Karen Spiegel, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Lisa Sanchez
Deputy County Counsel