

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



ITEM: 3.40
(ID # 20709)

MEETING DATE:

Tuesday, December 13, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the First Amendment to the Five Year Law Enforcement Services Agreement between the County of Riverside and the San Jacinto Unified School District for the Provision of School Resource Officers (FY20/21-24/25); and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9326 submitted herewith. District 3. [\$485,000 - School Services Law Enforcement Revenue 100%] 4/5th Vote

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to the Five-Year Law Enforcement Services Agreement between the County of Riverside and the San Jacinto Unified School District for the Provision of School Resource Officers and authorize the Chair of the Board to execute the attached First Amendment on behalf of the County.
2. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9326 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	\$67,481 - \$103,182

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

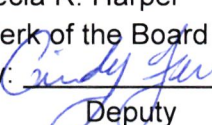
ACTION:4/5 Vote Required, Policy


David Lelevier, Assistant Sheriff 12/5/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9326 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: December 13, 2022
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	\$ 96,000	\$ 190,000	\$ 485,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: School Services Law Enforcement Revenue 100%			Budget Adjustment: Yes	
			For Fiscal Year: 22/23-24/25	

C.E.O. RECOMMENDATION: Approve

BR: 23-053

Prev. Agn. Ref.: 7/7/2020 3.19

BACKGROUND:

Summary

The San Jacinto Unified School District (District) approved the First Amendment to the Five Year Agreement for a modification of the level of service for FY22/23. The District has requested an additional one (1) School Resource Officer (SRO). County Counsel has approved the First Amendment as to form.

The Sheriff's Department staff anticipates this change will result in an estimated increase of \$96,000 in School Services Law Enforcement Revenue for FY22/23. The Sheriff's Department is recommending these budget adjustments now as it could not anticipate the additional expenditures to include them in its FY22/23 budget.

A four-fifths vote is required for this item pursuant to California Government Code Section 29130 as a budget adjustment has been requested.

Impact on Residents and Businesses

The Sheriff's Department and the District 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 First Amendment will be fully recovered through Board-approved rates.

ATTACHMENTS:

1. 3 copies of the First Amendment to the Agreement for Law Enforcement Services Between the San Jacinto Unified School District and the County of Riverside
2. Resolution No. 440-9326
3. Schedule A

SCHEDULE A. FY22/23

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

Increase Appropriations

10000-2500300000-510040	Regular Salaries	67,200
10000-2500300000-513040	Retirement Safety	<u>28,800</u>
	TOTAL	96,000

Increase Estimated Revenue

10000-2500300000-773570	School Services Law Enforcement	96,000
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Heydee Koury

Heydee Koury, Sr Accountant - Auditor 11/30/2022

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst 12/6/2022

Steven Espinoza

Steven Espinoza 11/30/2022

Kristine Bell-Valdez

Kristine Bell-Valdez, Supervising Deputy County Counsel 11/30/2022

1 RESOLUTION NO. 440-9326

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on December 13, 2022, 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

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

9
10
11 ROLL CALL:

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

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

17 KECIA R. HARPER, Clerk of said Board

18 By: 
19 Deputy

20 12.13.2022 3.40

FIRST AMENDMENT TO THE 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

THIS FIRST AMENDMENT TO THE 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 ("1ST Amendment"), dated as of December 13, 22, 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 SAN JACINTO UNIFIED SCHOOL DISTRICT, located in Riverside County, 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 San Jacinto 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 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 with the following:

A. SHERIFF agrees to provide three (3) 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.

2. COMPENSATION. Section 4 of the Agreement is hereby deleted and replaced in its entirety with 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 \$2,362,580. 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.

7. ELECTRONIC/DIGITAL SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the

parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

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

SAN JACINTO UNIFIED SCHOOL DISTRICT,
located in Riverside County

Dated: 11/18/22

By: [Signature]
Name: Sett Heem
Its: A15100 [Signature]

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

Dated: 12/13/22

By: [Signature]
JEFF HEWITT, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: [Signature]

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: [Signature]
Amrit P. Dhillon
Deputy County Counsel