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



ITEM: 3.55 (ID # 22407) MEETING DATE: Tuesday, August 01, 2023

FROM: SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the First Amendment to the Agreement for Law Enforcement Services with the Corona-Norco Unified School District for the Provision of a School Resource Officer (FY22/23-23/24) and Amend Salary Ordinance No. 440 pursuant to Resolution NO. 440-9381 submitted herewith, District 2. [\$205,000 - School Services Law Enforcement Revenue 100%] 4/5th Vote

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

- 1. Approve the First Amendment to the Two Year Law Enforcement Services Agreement for the Provision of a School Resource Officer between the County of Riverside and the Corona-Norco Unified School District 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. 440-9381 submitted herewith. Per the Resolution, adjust the following positions:

 Ord. 440
 Class Code
 +/ Class Title
 Salary Plan
 Grade
 Salary

 2500300000
 37704
 +1
 Deputy Sheriff
 RSA
 278
 \$70,180-\$107,309

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

**ACTION:4/5 Vote Required, Policy** 

anid Gelevier

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Perez, Washington, and Gutierrez

Nays:

None

Absent:

None

Date:

August 1, 2023

XC:

Sheriff, H.R.

Kimberly A. Rector

Clerk of the Board

By: ( )way

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

FINANCIAL DATA	Curren	Fiscal Year:	Next Fiscal	Year:	Total	Cost:	Ongo	ing Cost
COST	\$	205,000	\$	0	\$	205,000		\$ 0
NET COUNTY COST	\$	0	\$	0	\$	0		\$ 0
SOURCE OF FUNDS: School Services Law Enforcement Revenue 100%				В	Budget Adjustment: Yes			
					F	or Fiscal Y	ear:	23/24

C.E.O. RECOMMENDATION: Approve

BR: 24-005

Prev. Agn. Ref.: 08/02/22 3.31

#### **BACKGROUND:**

#### Summary

The Corona-Norco Unified School District approved the First Amendment to the Law Enforcement Services Agreement for a modification of the level of service for FY22/23-23/24. The First Amendment to the Agreement for Law Enforcement Services with the Corona-Norco Unified School District modifies the level of law enforcement service provided by the Sheriff's Office with the addition of one (1) Deputy Sheriff position. County Counsel has approved the Amendment as to form.

Sheriff's staff anticipates this change will result in an estimated increase of \$205,000 in Contract Law Enforcement Revenue for FY23/24. The Sheriff's Office is recommending these budget adjustments now as it could not anticipate the addition in expenditures and include them in its FY23/24 budget.

#### Impact on Residents and Businesses

This is an amendment to an agreement with the Sheriff's Office for law enforcement services, which the Corona-Norco Unified School District approved and executed on behalf of its citizens. All costs for this service will be fully recovered through Board-approved rates.

#### **ATTACHMENTS:**

- 3 copies of the First Amendment to Agreement for Law Enforcement Services with the Corona-Norco Unified School District
- 1 Schedule A
- 1 Resolution No. 440-9381

#### SCHEDULE A. FY 23/24

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

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Increase	Ap	pro	pria	tions

10000-2500300000-510040	Regular Salaries	125,563
10000-2500300000-513040		53,812
10000-2500300000-528920		25,625
	TOTAL	205 000

#### Increase Estimated Revenue

10000-2500300000-773570 School Services Law Enforcement 205,000

Heydee Keyly, Sr Accountant - Auditory 6/28/2023 Rebecca S Cortez, Principal Management Analysis 7/20/2023

Michael Bowers, Assistant HR Director 6/26/2023 Kelly Moran, Deputy County County Counsel 6/26/2023

# RESOLUTION NO. 440-9381 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on August 1, 2023, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative on the date of approval, as follows: Class Title Department ID 2500300000 Deputy Sheriff ADOPTED by Riverside County Board of Supervisors on August 1, 2023. Jeffries, Spiegel, Washington, Perez and Gutierrez The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the

KIMBERLY A. RECTOR, Clerk of said Board

None

None

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Code

37704

Ayes:

Nays:

Absent:

**ROLL CALL:** 

date therein set forth.

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06/26/2023 28

440 Resolutions\KC

08.01.2023 3.55

FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CORONA-NORCO 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 CORONA-NORCO UNIFIED SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS ("1<sup>ST</sup> Amendment"), dated as of political subdivision of the State of California, on behalf of its Sheriff's Department, hereinafter "SHERIFF", and CORONA-NORCO 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 Corona-Norco Unified School District for the County Sheriff's Provision of School Resource Officers, effective on July 1, 2022, (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 position 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 by the following:
  - A. SHERIFF agrees to provide five (5) SROs, who will be assigned to provide services to the DISTRICT campuses as follows: one SRO to be assigned to the Norco High School, one SRO to be assigned to Eleanor Roosevelt High School main campus, one SRO to be assigned to Eleanor Roosevelt High School STEM campus and two SROs to provide patrol services at the District's Intermediate/Middle/Academy school campuses. The duties of the SROs shall include patrol of the campus, provision of class presentations on relevant law enforcement issues, orderly supervision and investigation of crimes, maintenance of order on campus, counseling of students and their parents, conduct diversion programs, monthly participation with the School Attendance Review Board and other related duties. The SROs will also serve as a liaison between the school

Page 1 of 3

staff, the Probation Department, and other law enforcement officials. The SROs' services will be performed on pupil instruction days. Work hours on campus for the school-based SROs will normally be 0730 to 1530 hours.

- 2. COMPENSATION. Section 4 of the Agreement is hereby replaced in its entirety by the following:
  - 4. <u>COMPENSATION</u>. 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 at \$1,017,000. SHERIFF has based this cost estimate on FY2022/23 actual costs and a projection of service hours and mileage for FY 2023/24 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.
- 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

		a political subdivision of the State of California
Dated: _	06-22-2023	Ву:
		Name: Dr. Samuel Buenrostro
		Its: Superintendent

**COUNTY OF RIVERSIDE,** 

a political subdivision of the State of California

Dated:	08	01/2023	By:
			Kevin Jeffries, Chair
			Board of Supervisors

ATTEST:

Kimberly A. Rector Clerk of the Board

By: [

**APPROVED AS TO FORM:** 

Minh C. Tran County Counsel

By:

Kelly A. Moran

**Chief Deputy County Counsel** 

Page 3 of 3