

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



ITEM: 3.38
(ID # 23381)

MEETING DATE:
Tuesday, November 28, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the First Amendment to the Agreement for Law Enforcement Services between the County of Riverside and the Perris Union High School District for the Provision of an Additional School Resource Officer (FY23/24); and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9406 submitted herewith; District 1. [\$145,000 - School Services Law Enforcement Revenue 100%] 4/5th Vote Required

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 Perris Union High School District for the County Sheriff's Provision of School Resources Officer and authorize the Chair of the Board to execute three (3) copies of the attached First Amendment on behalf of the County;
2. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9406 submitted herewith. Per the Resolution, adjust the following positions:

<u>Ord. 440</u>	<u>Class Code</u>	<u>+/-</u>	<u>Class Title</u>	<u>Salary Plan</u>	<u>Grade</u>	<u>Salary</u>
2500300000	37704	+1	Deputy Sheriff -80	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

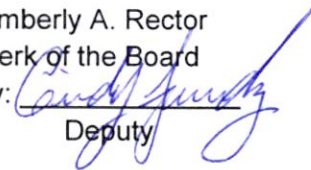

David Lelevier, Assistant Sheriff 11/8/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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 and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: Sheriff, H.R.

Kimberly A. Rector
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	\$ 145,000	\$ 0	\$ 145,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: School Services Law Enforcement Revenue 100%			Budget Adjustment:	Yes
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BR: 24-043

Prev. Agn. Ref.: 7/11/23 3.4

BACKGROUND:

Summary

On October 19, 2023, the Perris Union High School District approved the First Amendment to the Law Enforcement Services Agreement for a modification of the level of service for FY23/24. The First Amendment to the Agreement for Law Enforcement Services with the Perris Union High School District modifies the level of law enforcement service provided by the Sheriff's Department with the addition of one (1) School Resource Officer (SRO) to be located at the Pinacate Middle School, for a total of 3 SROs. County Counsel has approved the First Amendment as to form.

Sheriff's Department staff anticipates this change will result in an estimated increase of \$145,000 in Contract Law Enforcement Revenue for FY23/24. The Sheriff's Department 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 Department for law enforcement services, which the Perris Union High 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 Perris Union High School District
- 1 Schedule A
- 1 Resolution No. 440-9406

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

SCHEDULE A. FY 23/24

Increase Appropriations		
10000-2500300000-510040	Regular Salaries	88,813
10000-2500300000-513040	Retirement Safety	38,062
10000-2500300000-528920	Carpool	18,125
	TOTAL	145,000
Increase Estimated Revenue		
10000-2500300000-773570	School Services Law Enforcement	145,000

Heydee Koury
 Heydee Koury, Sr Accountant - Auditor 11/8/2023

Rebecca S Cortez
 Rebecca S Cortez, Principal Management Analyst 11/16/2023

Maha Hammoud
 Maha Hammoud, HUMAN RESOURCES ANALYST III 10/30/2023

Michael Bowers
 Michael Bowers, HR Director 11/3/2023

Michael Bowers
 Michael Bowers, HR Director 11/3/2023

Aaron Gettis
 Aaron Gettis, Deputy County Counsel 11/7/2023

1 RESOLUTION NO. 440-9406

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on November 28, 2023, 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
6 on the date of approval, as follows:

7
8 Job
9

<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37704	+1	2500300000	Deputy Sheriff

10
11 ROLL CALL:

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

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 KIMBERLY A. RECTOR, Clerk of said Board

18 By:  _____

19 Deputy

20
21 11.28.2023 3.38

22
23
24
25
26
27 /mh

10/30/2023

28 440 Resolutions\MH

**FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE AND THE PERRIS UNION HIGH 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 PERRIS UNION HIGH SCHOOL DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SCHOOL RESOURCE OFFICERS ("1ST Amendment"), dated as of November 28, 2023, 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 PERRIS UNION HIGH 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 Perris Union High 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) additional SRO position 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 deleted in its entirety and replaced by the following:

A. SHERIFF agrees to provide three (3) SROs, who will be assigned to provide services to the DISTRICT campuses as follows: Perris High School, Liberty High School, and Pinacate Middle School. 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 SROs 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 the 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 in its entirety and replaced 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 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 \$517,000. 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 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.

Dated: 10/19/23_____

PERRIS UNION HIGH SCHOOL DISTRICT,
a political subdivision of the State of California
By: *Grant Bennett*_____
Name: Grant Bennett_____
Its: Superintendent_____

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

Dated: _____

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: _____
Amrit P. Dhillon
Deputy County Counsel

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

Dated: 10/19/23

PERRIS UNION HIGH SCHOOL DISTRICT,
a political subdivision of the State of California

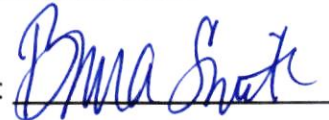
By: 
Name: Grant Bennett
Its: Superintendent

Dated: 11/28/2023


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

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: 
Amrit P. Dhillon
Deputy County Counsel