

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



ITEM: 3.66  
(ID # 25325)

MEETING DATE:  
Tuesday, June 25, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the One-Year Agreement for Security Services between the Riverside County Sheriff's Office and the Riverside County Department of Public Social Services (FY24/25); and Amend Ordinance No. 440 pursuant to Resolution No. 440-9427 submitted herewith; District 5 [\$735,000 – 100% Contract Law Enforcement Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the one-year Agreement for Security Services between the Riverside County Sheriff's Office and the Riverside County Department of Public Social Services for FY 24/25, from July 1, 2024 through June 30, 2025, 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. 440-9427 submitted herewith. Per the Resolution, adjust the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37728	+2	Deputy Sheriff-84	RS84	279	\$73,689-\$112,675

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 6/12/2024

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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, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 25, 2024  
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**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 735,000	\$735,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Contract Law Enforcement Revenue			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 24/25	

**C.E.O. RECOMMENDATION:** Approve

**BR:** 24-110

**Prev. Agn. Ref.:** N/A

**BACKGROUND:**

**Summary**

The Riverside County Department of Public Social Services (DPSS) – Children’s Services Division has requested the Riverside County Sheriff’s Office (RSO) provide security services at their Harmony Haven location. RSO will provide security services in the equivalent of two Deputy Sheriff positions.

The FY 2024-25 estimated law enforcement cost is \$735,000. The Sheriff’s Office is recommending a budget adjustment now as it could not anticipate the addition in expenditures to include them in its FY24/25 budget. County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

This is an Agreement with the Sheriff’s Office for security services for the DPSS Children’s Services Division at Harmony Haven. All costs for this service will be fully recovered through the Sheriff’s Board-approved rates.

**Attachments**

- 3 Agreement for Security Services between the Riverside County Sheriff’s Office and the Riverside County Department of Public Social Services
- Schedule A
- Resolution No. 440-9427

**SCHEDULE A. FY 24/25**

Increase Appropriations

10000-2500300000-510040	Regular Salaries	463,050
10000-2500300000-513040	Retirement Safety	198,450
10000-2500300000-528920	Carpool	<u>73,500</u>
	<b>TOTAL</b>	<b>735,000</b>

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Increase Estimated Revenue

10000-2500300000-773520 Contract City Law Enforcement 735,000

*Heydee Koury*

Heydee Koury, Sr Accountant - Auditor 6/12/2024

*Rebecca S Cortez*

Rebecca S Cortez, Principal Management Analyst 6/14/2024

*Tami Douglas-Schatz*

Tami Douglas-Schatz, Director of Human Resources 6/11/2024

*Aaron Gettis*

Aaron Gettis, Chief of Deputy County Counsel 6/12/2024

1 RESOLUTION NO. 440-9427

2  
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in  
4 regular session assembled on June 25, 2024, 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:

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8 

<u>Job</u>			
<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37728	+ 2	2500300000	Deputy Sheriff-84

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15 ROLL CALL:

16 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

17 Nays: None

18 Absent: None

19  
20 The foregoing is certified to be a true copy of a resolution duly adopted by said  
21 Board of Supervisors on the date therein set forth.

22 KIMBERLY A. RECTOR, Clerk of said Board

23 By:  \_\_\_\_\_  
24 Deputy

25  
26  
27 /kc  
06/07/2024  
28 440 Resolutions\KC

06/25/2024 3.66

AGREEMENT FOR SECURITY SERVICES BETWEEN  
THE RIVERSIDE COUNTY SHERIFF'S OFFICE AND  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COUNTY SHERIFF'S OFFICE, hereinafter "Sheriff," and the RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES, hereinafter "DPSS," as DPSS is desirous of contracting with Sheriff for performance of security functions for the Children's Services Division – Harmony Haven located at 14700 Manzanita Park Road, Beaumont, California 92223, ("Harmony Haven"); and the Sheriff is agreeable to rendering such services on the terms and conditions that follow:

**1. TERM**

This Agreement shall be effective from July 1, 2024 through June 30, 2025 unless terminated earlier or otherwise modified. Sheriff shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

**2. SCOPE OF SERVICE**

The Sheriff agrees to provide security services within the boundaries of Harmony Haven Children and Youth Center to the extent possible within the level of service provided in this Agreement.

Services shall include DPSS security functions including but not limited to: supplementing Children's Services Division workers on site; providing "keep the peace" services in volatile situations; responding to calls for assistance and providing a high visibility patrol service; providing coordination with the Cabazon Sheriff's Station for response to serious crimes and major incidents.

**3. LEVEL OF SERVICE**

3.1 Level of Service Specified. Sheriff shall provide security services at the level specified in Attachment A, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. The parties may agree to changes in level of service by written amendment, as provided for in Section 7 of this Agreement, and under the following terms:

If DPSS requests an increase in the level of service to be provided under this Agreement and Sheriff agrees to the request, Sheriff agrees to provide such increased level of service as soon as agreed upon by both parties.

The level of service, however, may not be reduced to below the minimum level, as mutually agreed upon by both parties, required to ensure public and officer safety.

**4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT**



4.1 Supervision. Supervision over the rendition of security services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with Sheriff.

4.2 Labor and Equipment. For the purpose of performing said services, Sheriff shall furnish and supply all labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will be on-site in DPSS or in office space provided by DPSS. The personnel providing the services will usually be dedicated to DPSS for the term of the agreement. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment not normally provided by the Sheriff is used solely to support specialized enforcement activities within the DPSS, or where special supplies, stationery, notices, forms, and the like related to the services rendered hereunder are to be issued in the name of DPSS, such equipment and materials shall be supplied by DPSS at its own cost and expense. Any such special equipment or materials so purchased by DPSS shall meet with the Sheriff's specifications, shall remain within the DPSS, and ownership title thereto shall remain with DPSS.

## 5. EMPLOYMENT STATUS OF PERSONNEL

Any person employed for the performance of such services and functions pursuant to this Agreement with DPSS shall be Sheriff's employees and under Sheriff's control and supervision. Likewise, no DPSS employee shall be deemed to be employed by Sheriff.

## 6. COMPENSATION

6.1 Payment Basis. DPSS shall reimburse Sheriff for the cost of rendering services pursuant to this Agreement. Such cost of services shall be established by the Board of Supervisors in the form of hourly rates for personnel, including overtime rates for any overtime costs incurred hereunder, differential rates, and a flat mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of Sheriff's obligation to enforce State law. Based on the number of hours provided or level of service requested by DPSS, the FY 2024-25 cost to DPSS is estimated to total \$735,000, but shall not exceed \$770,000. Any changes to the budget shall require a written adjustment.

6.2 Establishment of Costs. The costs to be charged to DPSS by way of personnel rates, differential rates, and mileage rates shall be adjusted periodically, but not more than once each year, to reflect any changes in the cost to Sheriff for providing services hereunder. DPSS shall be notified of any change in cost to be charged DPSS prior to submittal of the proposed change to the County Board of Supervisors, and DPSS shall be given the opportunity to review the proposed change with Sheriff personnel. DPSS shall, thereafter, be notified of adoption by the County of the costs to be charged DPSS, and said new costs to DPSS shall take effect on the same date as Sheriff incurs the cost. Should DPSS, subsequent to a cost adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, Sheriff agrees to meet with DPSS regarding possible reductions in the level of service in accordance with the amount DPSS is willing to expend.

6.3 Payment of Costs. County, through the Sheriff's Office, shall provide to DPSS within

thirty (30) days of the conclusion of each calendar month an itemized statement of the costs for services being charged for said month. If applicable, billing statements for Record Management System ("RMS") services will be provided quarterly for services being charged for said quarter. DPSS shall remit payment to the invoicing department within thirty (30) days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the DPSS on deposit with County as provided by law pursuant to Government Code Section 907.

## **7. ALTERATION OF TERMS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

## **8. ENTIRE AGREEMENT**

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

## **9. 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. The Parties 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). 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 CUETA as amended from time to time. 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.



Recommend for approval on behalf of Riverside County Department of Public Social Services.

**RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

Date: May 29, 2024

By: Charity Douglas  
Charity Douglas  
DPSS Director

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Katherine Wilkin  
Katherine Wilkins  
Deputy County Counsel

Recommend for approval on behalf of the Riverside County Sheriff's Office.

**RIVERSIDE COUNTY SHERIFF'S OFFICE**

Date: 5/16/24

By: Chad Bianco  
Chad Bianco, Sheriff

This Agreement is hereby approved and adopted by the Board of Supervisors.

Dated: 6/25/2024

By: Chuck Washington  
Chuck Washington  
Chair of the Board of Supervisors  
Riverside County Board of Supervisors

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By: Maomy Li  
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Amrit P. Dhillon  
Amrit P. Dhillon  
Deputy County Counsel



ATTACHMENT A

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

LEVEL OF SERVICE

**Patrol Services**

12 deputy hours per day (Approximate equivalent of two (2) Deputy Sheriff positions)

DPSS and Sheriff agree to coordinate the hours needed for services. Both parties agree to designate a liaison for purposes of coordination and communication.

**Mileage**

DPSS will be charged for Mileage costs incurred as part of the Patrol Services provided in support of this agreement. Chargeable mileage shall include patrol services within the grounds of Harmony Haven and travel between the facility and local Sheriff's station.