



Board Agenda Item 21

DATE: July 9, 2024

TO: Board of Supervisors

SUBMITTED BY: John Zaroni, Sheriff-Coroner-Public Administrator

SUBJECT: Agreement with Central Unified School District for Law Enforcement Services

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute revenue Agreement with the Central Unified School District for provision of law enforcement services by the Sheriff's Office at Central High School West campus, effective August 14, 2024, not to exceed five consecutive years, which includes a three-year base contract and two optional one-year extensions, total not to exceed \$1,311,120.

There is no additional Net County Cost associated with the recommended action, which will allow the Sheriff's Office to continue to provide law enforcement services to Central Unified School District (Central USD) with the assignment of one Deputy Sheriff position during the school year at Central High School West Campus. This item pertains to a location in District 3.

ALTERNATIVE ACTION(S):

If the recommended agreement is not approved, the Sheriff's Office will not be able to provide these services to Central USD on these terms.

FISCAL IMPACT:

There is no additional Net County Cost associated with this action. The recommended agreement will provide \$194,458 in revenue for FY 2024-25 from the Central USD for services provided by one Deputy Sheriff for up to 1,440 hours at the fiscal year adopted Master Schedule of Fees (MSF). This revenue agreement will be for five consecutive years, which may increase an estimated 15% each fiscal year beginning FY 2025-26 as follows:

•	FY 2024-25	1,440 hours @ 135.04	=	\$194,458
•	FY 2025-26	1,440 hours @ 155.30	=	\$223,632
•	FY 2026-27	1,440 hours @ 178.59	=	\$257,170
		Subtotal three-year base contract		\$675,260
•	FY 2027-28	1,440 hours @ 205.38	=	\$295,748
•	FY 2028-29	1,440 hours @ 236.19	=	<u>\$340,112</u>
		Estimated overall total		\$1,311,120

In addition, the recommended agreement allows for Special Events services at the request of Central USD at the overtime hourly rate of a Deputy Sheriff III.

On November 28, 2023, your Board approved the amendment to the MSF rates as recommended, with the decrease of one percent (1%) since FY 2022-23, from \$136.12 for Deputy III regular hourly rate to \$135.04

and increase of five percent (5%) from \$73.17 to 76.58 for overtime hourly rate.

Sufficient appropriations and estimated revenues will be included in future budget requests.

DISCUSSION:

The Sheriff's Office has provided contracted law enforcement services to Central USD since 2004. Duties performed include intervention, prevention, education, and enforcement activities at the Central High School West Campus. Additionally, at the request of Central USD and upon agreement of both parties, the Sheriff provided law enforcement services at the school's special events at the Deputy Sheriff overtime rate based on the adopted MSF at the time services were provided.

On February 25, 2020, your Board approved Agreement #20-069 to provide law enforcement services to Central USD with the assignment of one Deputy Sheriff position during the school year effective from August 14, 2019 through June 30, 2020 (\$935,870).

The recommended agreement continues these services for up to five years. Additionally, at the request of the school and upon agreement of both parties, the Sheriff shall provide law enforcement services at the school's special events at the Deputy Sheriff III overtime rate of \$76.58 per hour.

If MSF rates increase or change during the term of the recommended agreement, the recommended agreement provides that the updated rates will automatically apply to the services provided when those updated rates are effective. However, the recommended agreement also provides that the new rate charged to Central USD shall not increase more than 15% over the prior adopted MSF rate. This means that if the new MSF rate increases more than 15% over the prior MSF rate, the County will be capped at charging only a 15% increase, unless the recommended agreement is amended as agreed to by both parties.

The recommended agreement requires mutual indemnification, contrary to County practice. However, the Sheriff's Office believes the benefits outweigh the risks as the foregoing requirements are similar to the requirements the County places on contractors providing services to the County. The Sheriff's Office recommends approval of the recommended agreement as a prudent business decision. Furthermore, the Sheriff's Office feels that the insurance requirements are appropriate given that the County is the service provider.

REFERENCE MATERIAL:

BAI #37, November 28, 2023

BAI #32, February 25, 2020

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with Central Unified School District

CAO ANALYST:

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