

FIRST AMENDMENT TO AGREEMENT FOR SERVICE

THIS FIRST AMENDMENT to the Agreement for Services (hereafter the "First Amendment"), is made and entered into this 1st day of August, 2019, by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "County") and Santa Barbara Unified School District (hereafter "Customer"). For purposes of this First Amendment, the County and Customer shall be referred to collectively as the "Parties."

WHEREAS, the Parties entered into an Agreement for Services with an effective date of August 1, 2018, (hereafter the "Agreement"), by which County agreed to provide School Resource Deputy services to Customer; and

WHEREAS, the term of the Agreement was to commence on August 1, 2018 and continue through July 31, 2019, with the option for an extension commencing on August 1, 2019 through July 31, 2020, referred to as the first extension; and

WHEREAS, Parties desire to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The term of the Agreement, Section 4, Term, is extended to July 31, 2020.
2. The agreement is amended to include the attached terms set forth in Exhibit A-1, SRD Guidelines, to this First Amendment.
3. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective on the date executed by the County.

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirley LaGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Steve Lavagnino
Steve Lavagnino, Chair
Board of Supervisors

Date: 11-5-19

APPROVED AS TO FORM:
Santa Barbara Sheriff's Office

By: Bill Brown 11/22/19
Bill Brown, Sheriff

CUSTOMER:
Santa Barbara Unified School District

By: Cary Matsuoka
Dr. Cary Matsuoka
Superintendent

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: Michelle Ghizzoni
Deputy County Counsel

APPROVED AS TO FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: Kyle Shattermy
Deputy

APPROVED AS TO CONTENT:
Ray Aromatorio
Risk Manager

By: Ray Aromatorio

SRD GUIDELINES EXHIBIT A-1

- A.** The San Marcos High School Resource Deputy (SRD) is a sworn law enforcement officer who is employed by the Santa Barbara County Sheriff's Department. The SRD's direct supervisor will be a sergeant with the Sheriff's Department. The SRD acts as a conduit for law enforcement services between the Sheriff's Department and the Santa Barbara Unified School District, specifically assigned to San Marcos High School. The SMHS Principal, and/or his/her designee, shall act as the SRD's liaison for law enforcement services.
- B.** The SRD shall wear a distinctive Sheriff's Department uniform and shall drive a distinctly marked Sheriff's Department vehicle while conducting SRD business on campus.
- C.** During the SRD on-campus work shift, he/she shall conduct walk-around premise checks of the entire campus while being available to perform law enforcement services as needed. The intent of the campus walk-arounds is to provide opportunities for the SRD to positively interact with school staff, and students, while enhancing campus safety. The SRD shall be readily accessible to campus personnel and the school's Administrators via school portable radio or cell phone. The SRD should advise a designated campus Administrator if he/she needs to leave campus.
- D.** Upon request, the SRD shall be available to speak in classrooms to students on law enforcement topics. Upon request and upon the SRD's availability, he/she shall also provide appearances before site councils, parent groups, and other groups associated with the campus as a speaker on law enforcement topics.
- E.** All parties to this contract agree that any action that is committed by a juvenile or adult on school grounds, for which there are criminal sanctions as identified by a California law code, is deemed to be a criminal act. Any action that is committed on school grounds by a student which is in violation of a school rule or policy shall be deemed a misbehavior. It shall be the responsibility of the SRD to address criminal acts that occur on campus while it will be the responsibility of the school Administration to address on-campus misbehavior.
- F.** The SRD shall not be involved in the administration of school-based discipline. The SRD shall not be involved in enforcing the school's misbehavior rules or policies. Should the SRD, during his/her campus walk-arounds, come across a student participating in misbehavior, the SRD may give the student direction to cease the conduct. At the SRD's discretion, he/she may escort the student to an appropriate school Administrator. Upon the request of a school Administrator, the SRD may assist a staff member in the enforcement of a misbehavior rule.
- G.** Issuing of infraction citations to juveniles, or adults, will be at the sole discretion of the SRD.

H. The SRD is responsible for conducting misdemeanor and felony investigations into criminal incidents that have occurred on school grounds. The SRD may be called on to conduct criminal investigations of incidents that have occurred off campus. If a suspect can be identified in the criminal case, the SRD will determine if the suspect will be warned, cited, a criminal complaint will be sought, or if an arrest and booking into County Jail, or Juvenile Hall, will occur.

I. The SRD will conduct on-campus criminal investigations as discretely as possible and will coordinate the logistics of the on-campus investigation with a school Administrator. The SRD will coordinate on-campus interviews of witnesses, victims, and suspects with a school Administrator. When practicable, the SRD will question juvenile suspects in the presence of a school Administrator. The SRD will endeavor to appraise a school Administrator of the status of on-campus criminal investigations should the school have responsibilities in response to the incident.

J. The SRD shall provide other, non-criminal, law enforcement services to the school such as investigating missing or runaway juveniles, assisting in suicidal subject cases, conducting home welfare checks, aiding in crowd control for on-campus events, checking for students off campus in adjacent neighborhoods or shopping centers, calling paramedics for medical emergencies, providing counseling to staff members or students, quelling on-campus disagreements, and any other task the SRD has the ability to accomplish, upon request, or is expected to perform pursuant to being a law enforcement officer.

K. The SRD shall provide a designated SBUSD official a quarterly statistical document detailing the SRD activity that generated a law enforcement case number. It is not feasible for the SRD to exhaustively report in the statistical document the many, non-case number assigned, interactions, or contacts, he/she has with school staff, students, and parents each day.