

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

555



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
09/21/09

SUBJECT: Approval of the Agreement with the Riverside Community College District for the Provision of Continuity Officers

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Agreement with the Riverside Community College District for the Sheriff's provision of Continuity Officers, and authorize the Chairperson to sign all copies of the Agreement.

BACKGROUND: The proposed Agreement continues the provision of two Sheriff's Sergeant to serve as the Continuity Officers to the Basic Peace Officer's Course and the Modular Reserve Course offered by the District at the Sheriff's Ben Clark Public Safety Training Center. In the capacity of Continuity Officers, the Sergeants teach courses and advise students. Under the terms of this Agreement, the District pays the Board-approved contract rates for the Sheriff's Sergeants' time and mileage, and travel expenses, as required. The two-year Agreement is effective from July 1, 2009 through June 30, 2011. County Counsel has approved the Agreement as to form.

BR 10-039

FORM APPROVED BY COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: _____
Departmental Concurrence

Will Taylor
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$343,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: Consulting Fees	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Robert Tremaine
BY: _____
Robert Tremaine

County Executive Office Signature

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 07/17/07 3.51 | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.53

1063

**AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND
THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, a Special-Purpose District within the California Community Colleges, hereinafter "District", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriffs Department, hereinafter "County".

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

The term of this agreement shall be from July 1, 2009 through June 30, 2011. In the event the parties intend to renew this agreement at the end of the term for another one year period, and the parties have not yet finalized a renewal agreement, the terms and conditions of this agreement will continue in full force and effect, on a month-to-month basis, until a new agreement can be completed, approved and signed by the parties. In the event costs to the RCCD increase with the renewal agreement, once a renewal agreement has been signed, RCCD shall make up the difference between the current rate and the new rate.

2. SCOPE OF SERVICE

County agrees to release two Sheriffs Department Sergeants; one to serve as Continuity Officer for the Basic Peace Officer Training Academy and one to serve as Continuity Officer for the Basic Peace Officer Modular Reserve Course in the Public Safety Education and Training program at Riverside Community College. The Continuity Officers shall meet minimum State qualifications to teach Administration of Justice courses; serve as teacher-counselor and advisor to students enrolled in this course; establish and maintain close liaison between student officers and participating agencies; coordinate instructor assignments in physical training, defense tactics, and academic areas; conduct the practical field problems; and coordinate facility use. It is understood that these positions will be committed to the District on a full-time basis (40 hours per week).

3. PAYMENT AND COMPENSATION

3.1 District shall reimburse County the full cost of rendering services pursuant to this Agreement. Such cost shall be established and approved annually by the County Board of Supervisors in the form of an hourly rate for a Sheriffs Sergeant, and a mileage rate for any costs incurred through the use of County vehicles. Payment for services will be rendered upon receipt of an invoice by District from County on a monthly basis. The current hourly rate for Sheriff's Sergeant is \$79.07 per hour. The current County mileage rate is \$0.81 per mile for a black and white vehicle and \$ 0.55 per mile for a plain vehicle. The County adjusts these rates annually and the District shall be notified when rate changes occur.

3.2 It is mutually agreed that District will compensate the Continuity Officer directly for

mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of District as deemed appropriate by District for the term of this Agreement.

4. COUNTY EMPLOYEE

The assigned County employee shall remain an employee of County on special assignment to Riverside Community College for the purposes set forth in this Agreement, and shall not be considered an employee of District.

5. AGREEMENT ADMINISTRATION

The Sheriff shall administer this Agreement on behalf of the County of Riverside. The District's Dean, Public Safety Education & Training and Office of Academic Affairs shall administer this Agreement on behalf of the District.

6. VACATION AND HOLIDAY TIME

6.1 Vacation time that has been approved by the Sheriff or his designee may be taken with reasonable notice to the Dean, Public Safety Education & Training, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

6.2 Because District and County holidays may not correspond, holiday time off will be taken in accordance with the District calendar. If County holidays exceed District holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Dean, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

7. REVIEW AND SUPERVISION

The Sheriff (or his designee) shall supervise the Continuity Officer. Said supervision will be coordinated with the Dean of Public Safety Education & Training. The Sheriff (or his designee) shall assist the Dean (or his designee) in conducting regular evaluations of RCCD part-time faculty who instruct in the Basic Peace Officer Training Academy and the Basic Peace Officer Modular Course.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by District. District shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of District, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and District shall defend at its expense, including attorney fees, County, its officers, agents, employees and independent contractors in any legal action or claim of any kind

based upon such alleged acts or omissions.

8.2 Indemnification by County. County shall indemnify and hold District, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on District by the provisions of California Government Code 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, District, its officers, agents, employees, and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

9. 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.

10. TERMINATION

This agreement may be terminated by either party upon 180 days written notice to the other party.

11. NON-DISCRIMINATION

County will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to race, religion, gender, disability, medical condition, marital status, age, or sexual orientation is strictly prohibited.

12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY:
Stanley L. Sniff Jr., Sheriff
P. O. Box 512
Riverside, CA 92502

RCCD:
James L. Buysse, Vice Chancellor,
Administration & Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

Notices may also be served to other addresses as from time to time shall be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, CA 92501

Riverside Community College District
Cordell A. Briggs, Interim Dean
Public Safety Education and Training
Ben Clark Training Center
3423 Davis Avenue, Suite 200G
Riverside, CA 92518-1514

13. ENTIRE AGREEMENT/GOVERNING LAW

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.

This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside.

The duly authorized representatives of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____
James L. Buisse, Vice Chancellor
Administration and Finance

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Jeff Stone, Chairman
Riverside County Board of Supervisors

ATTEST:

Name: Kecia Harper-Ihem
Title: Clerk of the Board

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY:  DATE _____
NEAL R. KIPNIS