

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

334



FROM: District Attorney

SUBMITTAL DATE:
November 19, 2009

SUBJECT: Law Enforcement Services Agreement between Riverside County and the City of Desert Hot Springs, Adoption of Resolution No. 2009-354 and Amend Ordinance No. 440 pursuant to Resolution No. 440 - 8827.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the District Attorney to execute the attached Law Enforcement Services Agreement between Riverside County and the City of Desert Hot Springs for the period December 1, 2009 through June 30, 2012.
2. Amend Ordinance 440 Pursuant to Resolution 440 - 8827 to add two (2) Senior DA Investigators B II.
3. Direct the Auditor Controller to adjust appropriations and estimated revenue as shown in Schedule A.
4. Adopt Resolution 2009-354 authorizing the District Attorney to submit and to sign agreements, amendments or extensions on behalf of the Board through June 30, 2012. If the contracted amount significantly changes, is altered or discontinued, the department will return to the Board.

BACKGROUND:

In August 2008, the City of Desert Hot Springs City Manager and Police Chief approached the District Attorney Rod Pacheco regarding the possibility of obtaining a gang injunction against a Desert Hot Springs based criminal street gang. The group agreed to seek an injunction, but after a preliminary evaluation of the gang problems in Desert Hot Springs, "Operation Falling Sun" was developed, which was a task force comprised of DA Investigators, Sheriff's Deputies, Desert Hot Springs Police Officers and FBI Agents.

Continue on Page 2.

Kelly P. Keenan

Kelly P. Keenan, Assistant District Attorney for
Rod Pacheco, District Attorney

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 197,974	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2009/2010

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

C.E.O. RECOMMENDATION: See attached letter.

County Executive Office Signature *Robert Tremaine*
BY: _____
Robert Tremaine

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Barbara A. Olivier* 12/3/09
 Barbara A. Olivier
 Department of Human Resources
 Department of Public Counsel
 BY: *Neel P. Jain*
 NEEL P. JAIN, DISTRICT CLERK
 Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Background cont'd

Operation Falling Sun was responsible for investigating and identifying every gang member and associate in the Desert Hot Springs region. During the eight month investigation, Operation Falling Sun targeted 400 gang members and known associates. On March 27, 2009, 700 police officers from 35 different law enforcement agencies conducted the largest gang suppression operation in the history of Riverside County. The operation was conducted in conjunction with the service of two gang injunction lawsuits against two of the most violent Desert Hot Springs criminal street gangs (“West Drive Locos” and “True Crime Boys”).

The charges ranged from murder, attempted murder, assault with a firearm, possession of illegal assault weapon, convicted felon in possession of a firearm, possession of unlawful weapon, street gang enhancement, convicted felon in possession of ammunition, planting/cultivating/harvesting marijuana, grand theft auto, vehicle burglary, illegal drug sales, possession of a controlled substance with intent to sell, possession of cocaine with intent to sell, transporting a controlled substance, possession of stolen property, criminal threats, armed robbery, criminal profiteering, identity theft for unlawful purposes and welfare fraud.

This undercover operation put a major dent in the criminal activities of these criminal street gangs. But most importantly it helped provide a better quality of life to the citizens of Desert Hot Springs.

**Police Chief Patrick Williams
Desert Hot Springs Police Department**

“Our residents and police officers have recognized a noticeable difference in the quality of life in Desert Hot Springs since Operation Falling Sun. This is an early indicator of a long-term improvement necessary for the success of our community.”

**Riverside County Supervisor Marion Ashley
Riverside County Board of Supervisor**

“People in the restaurant were cheering. They were all excited and happy. This is a wonderful day for Desert Hot Springs. This could be the paradigm shift.”

**Opinion Editorial Board
Desert Sun Newspaper
March 28, 2009**

“Friday was the day of reckoning for Desert Hot Springs. After years of rampant criminal activity in a city too long has been a dumping ground for parolees and a point of operations for gang members, an unprecedented show of force by police sent a direct message to criminals: You’re not welcome in Desert Hot Springs.”

“Riverside County District Attorney Rod Pacheco and his staff coordinated the effort known as Operation Falling Sun. They deserve the community’s praise. Desert Hot Springs residents should sleep better tonight knowing that some of the most dangerous people in their community are in custody.”

Gangs negatively impact the economic, social and public safety of our communities. Through ongoing coordination with the District Attorney's Office and the City of Desert Hot Springs, we will be able to identify and investigate gangs and their activities.

The Senior DA Investigators will provide investigative services within the corporate limits of the City to complete criminal investigations. This interagency collaboration will serve to enhance the existing investigative services provided by the Desert Hot Springs Police Department Detective Bureau. Specifically, seasoned DA Investigators with expertise in the investigation of violent crimes and homicides stemming from gang activity will work alongside the investigative personnel maintained by the Desert Hot Springs Police Department to bring violent offenders to justice. These positions are to be utilized in the Investigations unit and will not be used for back filling patrol or any other position within the department. The identified personnel to be maintained by the police department in the Detective Bureau are identified as follows: One (1) Detective Sergeant, Two (2) Detectives, and One (1) Crime Scene Technician.

The City of Desert Hot Springs will reimburse salaries, benefits and POST training for two Senior DA Investigators in addition to operating expenses for contract administration. The City of Desert Hot Springs will provide two vehicles for use by the Senior DA Investigators. The City of Desert Hot Springs will be responsible for the cost of maintenance, fuel, licensing and any and all expenses associated with use of the vehicles for the provision of services. There will be no costs to the County for providing these investigative services.

The budget adjustments in Schedule A represent the costs borne by the City of Desert Hot Springs from December 1, 2009 through June 30, 2010.

On December 1, 2009 the City of Desert Hot Springs City Council unanimously passed the Law Enforcement Services Agreement between Riverside County and the City of Desert Hot Springs.

The Law Enforcement Services Agreement between Riverside County and the City of Desert Hot Springs has been reviewed and approved as to form by County Counsel.

Schedule "A"

Increase Appropriations:

10000-2200100000-510040	Regular Salaries	\$129,710
10000-2200100000-518100	Budgeted Benefits	52,374
10000-2200100000-528100	Training POST-STC	2,919
10000-2200100000-525400	Administrative Support – Direct	<u>12,971</u>
		\$197,974

Increase Estimated Revenue:

10000-2200100000-773520	Contract City Law Enforcement	\$197,974
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Bill Luna
County Executive Officer

Jay E. Orr
Assistant County Executive Officer

Executive Office, County of Riverside

Honorable Board of Supervisors
County of Riverside
Robert T. Andersen Administrative Center
4080 Lemon Street, 5th Floor
Riverside, California 92501-3651

December 9, 2009

SUBJECT: District Attorney Form 11 for Contract Services with Desert Hot Springs

Honorable Chairman and Members of the Board:

This Law Enforcement Agreement from the District Attorney is to provide DA Investigators to the City of Desert Hot Springs Police Department to assist and complete criminal investigations. It is different from the Law Enforcement agreements that the Board has seen from the Sheriff, as it does not provide patrol or response personnel. Providing this service is a matter of Board Policy.

The agreement requests budget adjustments effective December 1, 2009; such increases require a 4/5 vote, the other motions require a 3/5 majority.

The proposed agreement rate basis, approved by the Auditor-Controller, appears to be cost neutral to the County, recovering salaries, benefits, and POST (Police Officer Standards and Training) training costs, as well as an overhead factor. The City will provide vehicles for County use during the agreement.

The Form 11 proposes the addition of two Senior level District Attorney Investigators with advanced POST certification (Senior DA Investigator B II). These positions, as contract positions, would be deleted under Board Policy A-30, on termination of the agreement. Their costs will be eligible for reimbursement as of December 1, 2009, and it appears that current senior level staff will be redeployed into this assignment.

I have advised the Board and all departments to be judicious in hiring decisions, and develop new revenue sources. With the potential of net county cost losses in the future, the current discussion of Proposition 172 losses in the Public Safety Group, and the need to adjust for both of these factors in the current and future fiscal years, it would be prudent to

Honorable Board of Supervisors

December 9, 2009

Page 2

take no action on additional positions at this time, and instead consider this revenue to compensate for future financial uncertainty.

IT IS THEREFORE RECOMMENDED that the Board of Supervisors:

- 1) Determine Board Policy to approve motion 1 to authorize the proposed agreement; if approved, then
- 2) Table action on motion 2, requesting increased staff
- 3) Continue budget adjustments in motion 3, as an element of the midyear budget report, after Proposition 172 and future NCC levels are resolved, and
- 4) Adopt Resolution 2009-354, authorizing execution of the Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bill Luna", written over a horizontal line.

Bill Luna
County Executive Officer

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3 RESOLUTION NO. 2009-354

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING

6 THE DESERT HOT SPRINGS AGREEMENT WITH THE COUNTY OF RIVERSIDE, DISTRICT

7 ATTORNEY'S OFFICE

8
9 WHEREAS, the County of Riverside desires to undertake a certain program designated
10 Law Enforcement Services to be funded in part from funds made available through and administered by
11 the City of Desert Hot Springs; now, therefore,

12 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, State
13 of California, in regular session assembled on _____, 2009, that the Board of
14 Supervisors of the County of Riverside does hereby authorize the District Attorney of the County of
15 Riverside, State of California to submit and to sign agreements, amendments or extensions with the City
16 of Desert Hot Springs.

17 BE IT FURTHER RESOLVED that the resolution shall be in effect beginning December 1,
18 2009 through June 30, 2012.

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FORM APPROVED BY COUNTY COUNSEL
BY: *[Signature]*

RESOLUTION NO. 440-8827

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BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2009, that pursuant to Section 5.A. of Ordinance No. 440, the District Attorney is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37666	+ 2	2200100000	Senior District Attorney Investigator B

AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF DESERT HOT SPRINGS
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the CITY OF DESERT HOT SPRINGS, the Riverside County District Attorney's Office, and the County of Riverside, herein after "County".

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Effective Dates. This agreement shall be effective from December 1, 2009 through June 30, 2012.

1.2 Renewal. In the event the City desires to terminate this Agreement at the end of the two (2) year and seven (7) month period, the City Council, not later than six (6) months preceding the expiration date of this agreement shall notify the District Attorney's Office that it wishes to terminate same; otherwise this agreement shall be automatically renewed for an additional (2) year period at the level of service currently in effect. As a matter of convenience to the parties hereto, and in order to facilitate continuity of the law enforcement services provided to the City, the parties may mutually approve and ratify any automatic renewal of this agreement retroactively to the effective date of such automatic renewal.

1.3 Termination. Notwithstanding the provisions of paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than six (6) months prior thereto.

2. SCOPE OF SERVICE

2.1 Services. The Riverside County District Attorney's Office agrees to provide investigative services within the corporate limits of City to the extent and manner hereinafter set forth and agrees to provide investigative support necessary to complete criminal investigations conducted hereunder as defined in the Memorandum of Understanding.

2.2 Scope of RMS Services. City agrees to provide to Riverside County District Attorney's Office full access to the RMS and CLETS systems. CLETS access will be provided within the scope of the CLETS access rules and regulations as established by the California State Department of Justice.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. Riverside County District Attorney's Office shall provide investigative support at the level specified in Attachment A, attached and hereto and incorporated herein by this reference. These positions are to be utilized in the Investigations unit are not to be utilized for back filling patrol or any other position within the department. The additional investigative support provided through this agreement shall be to augment the investigative personnel to be maintained by the Desert Hot Springs Police Department. The identified personnel to be maintained by the police department in the Detective Bureau are identified as follows: One (1) Detective Sergeant, Two (2) Detectives, and One (1) Crime Scene Technician.

3.2 Variation in level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 10 of this Agreement and under the following terms:

If City requests an increase in the level of service to be provided under this Agreement, Riverside County District Attorney's Office agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the District Attorney's Office to do so.

If City elects to reduce the level of service provided, City must give notice in writing to Riverside County District Attorney's Office not less than six (6) calendar months prior to the effective date of such reduction. The level of service, however, may not be reduced to below the minimum level, as determined by Riverside County District Attorney's Office, required to ensure public and officer safety.

3.3 Termination of Service. If City elects to terminate the conditions of this Agreement, City must give notice in writing to Riverside County District Attorney's Office not less than six (6) calendar months prior to the effective date of such termination of service. Failure to provide less than six (6) calendar months advance notice of termination of Agreement shall result in City being fiscally responsible for six (6) months of payments from the date of notice of termination at the current rate of services being provided.

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

4.1 Supervision. Functional supervision over the rendition of law enforcement services, the standards of performance, the discipline of the investigators, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with Riverside County District Attorney's Office and the County.

4.2 Labor and Equipment. For the purpose of performing said services, City shall furnish and supply communication services (radios), computers, air cards for remote access, digital recording devices and software, training costs for specialized courses, uniforms, patches, ammunition, range fees and supplies necessary to maintain the level of service to be rendered hereunder. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the City not normally provided by the District Attorney's

Office is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of City, such equipment and materials shall be supplied by City at its own cost and expense.

4.3 City Owned Vehicles. City shall provide two (2) vehicles for use in providing services hereunder. The vehicles shall meet minimum specifications furnished by Riverside County District Attorney's Office, shall be adequately equipped and ready for use, and shall be registered in the name of City. City shall bear the cost of maintenance, fuel, licensing and any and all expenses associated with use of the vehicle for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the City owned vehicles. Vehicles owned by City shall be used only for business functions and county personnel assigned to TEAM DHS shall be authorized to home garage assigned vehicles as part of this agreement.

4.4 Vehicle Insurance. City shall maintain insurance for any physical damage to the vehicles in an amount equal to the replacement value of all vehicles provided to the Riverside County District Attorney's Office under this agreement. Policy shall, by endorsement, name the County of Riverside, its Departments, Districts, Agencies and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, or representatives as Additional Insureds. Such insurance may be provided through a program of self insurance.

General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Contractor shall not commence operations until

the Riverside County District Attorney's Office and the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

c. It is understood and agreed by the parties hereto and the Contractor's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. EMPLOYMENT STATUS OF PERSONNEL

5.1 Employment Status. Any person employed by the Riverside County District Attorney's Office for the performance of services and functions pursuant to this Agreement shall remain employees of Riverside County District Attorney's Office and the County on special assignment to City for the purposes of this Agreement, and shall not be considered employees of the City. No such Riverside County District Attorney's Office employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from the City.

5.2 Labor Shortage. In the event of a work slow down strike or any other form of job action by those individuals assigned to City, Riverside County District Attorney's Office agrees to provide only that level of service which maybe available through mutual aid pursuant to Government Code Section 8615, et seq. The City shall be billed only for the actual hours of service received.

6. COMPENSATION

6.1 Payment Basis. During the term of the Agreement and in consideration for the services provided by the Riverside County District Attorney's Office as set forth herein, the City shall reimburse Riverside County District Attorney's Office an annual sum equal to the costs determined according to Attachment A, which is attached hereto and incorporated herein by reference. Riverside County District Attorney's Office will invoice the City quarterly for the actual costs of salaries, benefits and administrative costs as defined in Attachment A. Cost adjustments will be effective periodically to reflect any change to the salary or benefits of the investigators providing the services.

6.1A Additional Investigative Services Beyond Agreement. In the event the investigative caseload produced by the City exceeds the capabilities of resources provided by the District Attorney's Office and additional resources are jointly deemed necessary by the Desert Hot Springs Chief of Police and the Riverside County District Attorney's Office, Chief of the Investigations, additional resources may be assigned to assist in the investigation of said caseload at an additional hourly rate equivalent to the hourly salary of a Senior Investigator plus a ten (10)% administration fee.

6.2 Overtime Work Defined. Overtime work is authorized work in excess of 10 hours in one day, or in excess of the maximum hours of the established work day in other than a normal work period, or in excess of 80 hours in a period or work performed when the employee is called back to meet an emergency on a holiday or is in a standby or

professional call duty status. It does not include regular schedule work on a paid holiday for which the employee is entitled to equal compensatory time off.

Except in emergency situations and court appearances, employees who have been pre-scheduled for vacation or compensatory time off shall not be ordered to work overtime if said overtime interferes with scheduled vacation or compensatory time off.

6.3 Compensation for Overtime Work. Any sworn peace officer who is a member of the "Law Enforcement Unit" as defined in the Employee Relations Resolution of the County (Resolution 99-379) shall be entitled to overtime compensation in the following manner:

Any time worked, or deemed to have been worked, in excess of an employee's regularly scheduled work shift shall be compensated at the rate of one and one-half times the employee's regular rate of pay.

The City shall reimburse the Riverside County District Attorney's Office for overtime worked by the Senior Investigators in accordance with this Agreement.

6.4 Standby Professional Call Duty. Whenever authorized by and when placed by the Desert Hot Springs Chief of Police or his designee specifically on "standby" or professional call duty, an employee otherwise off duty shall be paid (1) hour pay for eight (8) hours of such duty beyond the regular work period in addition to the regular salary. Said compensation shall be in addition to said employee's regular salary entitlement. Notwithstanding any prior work practice to the contrary, said compensation shall cease when said employee reports to work.

The City shall reimburse the Riverside County District Attorney's Office for any standby professional call duty worked by the Senior Investigators in accordance with this Agreement.

6.5 Minimum Overtime on Call-Back. Except as hereinafter otherwise provided, an employee called back to work to meet an emergency on an overtime basis, whether or not they are in a standby or professional call duty status, shall receive minimum credit for one hour of work.

6.6 Court Callback. The City shall pay all court related overtime on City originated cases in amounts pursuant to the current Riverside Sheriffs' Association Memorandum of Understanding. Currently that is a minimum of four (4) hours compensation at the appropriate overtime rate. A shift shall not be extended for the purpose of avoiding the payment of the four (4) hours of compensation provided herein.

6.7 Training City shall reimburse Riverside County District Attorney's Office for costs of authorized training needed to maintain the effectiveness and professional competence of the investigators pursuant to P.O.S.T guidelines. These costs shall include registrations fees, travel, meals and other associated travel costs, less any reimbursement received from P.O.S.T. or other funding sources.

6.8 Payment Basis. City shall reimburse Riverside County District Attorney's Office the cost of rendering services hereunder at rates established in Attachment "A" of

this contract, which rates shall include all items of cost and expense to the District Attorney's Office 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 County's obligation to enforce State law. In addition to any other fees or costs set forth herein, County may impose on City, and City shall pay upon receipt of an invoice from County, a criminal justice administrative fee consistent with Government Code Section 29550 with respect to arrests made by Riverside County District Attorney's Office employees pursuant to this Agreement just as if such arrests had been made by City employees. Pursuant to Government Code Section 51350, Riverside County District Attorney's Office shall not charge City for services it would provide to any city in the County free of charge.

6.9 Establishment of Costs. The rates to be charged City shall be adjusted periodically, to reflect any changes in the cost to Riverside County District Attorney's Office for providing services hereunder. The change in cost will be solely attributed to any salary or benefit adjustments per the MOU between Riverside County and the Riverside Sheriff's Association of Riverside County. City shall be notified of adoption by County of the rates to be charged City, and said new rates shall take effect on the same date as Riverside County District Attorney's Office incurs the associated costs. Should City, subsequent to a rate adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, Riverside County District Attorney's Office reserves the right to reduce the level of service in accordance with the amount City is willing to expend.

6.10 Payment of Costs. The Riverside County District Attorney's Office shall provide to City within 30 days of the conclusion of each quarter an itemized statement of the costs for services being charged for said quarter. City shall remit payment to the invoicing department within 30 days after receipt of such statement. If such payment is not received by the Riverside County District Attorney's Office within thirty 30 days after rendition of billing, Riverside County District Attorney's Office may satisfy such indebtedness from any funds of the City on deposit with County without giving further notice to the City of the Riverside County District Attorney's Office's intention to do so, or may use any other remedy provided by law.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 Indemnification by City. City shall indemnify and hold District Attorney's Office, the 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 City, 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 the District Attorney's Office and/or the County by the provisions of California Government Code Section 895.2 or other applicable law, and City shall defend at its expense, including attorney fees, District Attorney's Office, the County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. Should legal action occur where the District Attorney or a Riverside County District Attorney's Office employee is a named party, the District Attorney's Office has

sole authority, in consultation with the City, to select appropriate legal representation through all stages of litigation including conclusion hereby defined as satisfaction of appellate remedies.

7.2 Indemnification by County. Riverside County shall indemnify and hold City, 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 City by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, City, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

8. MEMORANDUM OF UNDERSTANDING

If requested by City or by Riverside County District Attorney's Office, a memorandum of understanding will be entered into by and between City (or its administrative designee) and Riverside County District Attorney's Office (or its administrative designee) with respect to any question relating to the provision of services under this Agreement. Such memorandum shall set forth the questions raised and such terms and conditions as have been agreed upon between City and Riverside County District Attorney's Office in resolution of the question. The intent and purpose of such memorandum shall be to implement, interpret, or clarify one or more provisions of this Agreement. No such memorandum shall have the effect of altering any of the provisions of this Agreement, unless executed in the form of an Amendment as provided for under Section 10 of this Agreement. In the event of any inconsistency between the terms of such memorandum and the terms of this Agreement, the terms of this Agreement shall govern.

9. ADMINISTRATION

The City Manager of City shall administer this Agreement on behalf of City, and the District Attorney's Office shall administer this Agreement.

10. 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.

11. 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:

District Attorney's Office
Rod Pacheco, District Attorney
Riverside County District Attorney's Office
4075 Main Street
Riverside, CA 92501

City
City of Desert Hot Springs
Rick Daniels
Desert Hot Springs, CA
Attn: City Manager

or to such other addresses as from time to time may 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 California 92501

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

13. STANDARD OF CARE

In performing the police services required by this Agreement, Riverside County District Attorney's Office agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement.

14. JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

15. 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.

IN WITNESS WHEREOF, the City of Desert Hot Springs, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board, and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF DESERT HOT SPRINGS

Dated: _____

By: _____

Mayor

ATTEST:

Name
Title

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____

Chairman Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

Deputy

COUNTY OF RIVERSIDE

Dated: _____

By: _____

District Attorney

ATTEST:

Name
Title

By: _____

FORM APPROVED BY COUNTY COUNSEL
BY Neal J. Jones DATE _____
NEAL J. JONES

Desert Hot Springs and Riverside County District Attorney's Office

Attachment "A"

As per Paragraph 6.9 the following costs shall be adjusted periodically.

Salaries:

<u>Position</u>	<u>Salary</u>	<u>FTE</u>	<u>Total</u>
Senior DA Investigator B II	\$111,180	2	\$222,360

Benefits:

<u>Position</u>	<u>%</u>	<u>FTE</u>	<u>Total</u>
Senior DA Investigator B II	40.38	2	\$89,789

POST Training:

<u>Position</u>	<u>FTE</u>	<u>Total</u>
Senior DA Investigator B II	2	\$5,000

Administrative Costs Directly Related to the Agreement:

<u>Position</u>	<u>%</u>	<u>Total</u>
Contract Administration	10	\$22,236

Total Personnel Services **\$339,385**

Signature of Authorize Official

Date

Signature of Authorize Official

Date