

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

763



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

SUBMITTAL DATE:
07/28/10

SUBJECT: Approval of the FY 2010-11 Law Enforcement Services Agreement with the De Luz Community Services District

RECOMMENDED MOTION: Move that the Board of Supervisors approve and authorize the Chair to execute the FY 2010-11 Agreement for law enforcement services between the County and the De Luz Community Services District.

BACKGROUND: On July 19, 2010, the President of the Board of Directors for the De Luz Community Services District signed a FY 2010-11 Law Enforcement Services Agreement, continuing the same level of enhanced service, two Deputy Sheriffs, as provided under the previous year's Agreement with the County. All expenses associated with this Agreement will be recovered through Board-approved contract rates. County Counsel has approved the Agreement as to form.

BR 11-016

Will Taylor

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$365,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2010-11

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Robert Tremaine*

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:
Per Exec. Ofc.:

3.59

FORM APPROVED COUNTY COUNSEL 7/28/10
 BY: NEAL R. KIPNIS
 DATE: 7/28/10
 Departmental Concurrence
 ATTACHMENTS WITH THE CLEF BOARD

AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE DE LUZ COMMUNITY SERVICES DISTRICT
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the DE LUZ COMMUNITY SERVICES DISTRICT, an independent special district, hereinafter "District," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Effective Dates. This Agreement shall be effective from July 1, 2010 through June 30, 2011.

1.2 Renewal. In the event District desires to renew this Agreement for any succeeding twelve (12) month period, the District Directors, not later than six (6) months preceding the expiration date of this Agreement, shall notify the Board of Supervisors that it wishes to renew the same, whereupon the Board of Supervisors, within thirty (30) days, shall notify said District Directors in writing of its acceptance of such renewal for an additional twelve (12) month period or such other term as mutually agreed upon; otherwise, such Agreement shall finally terminate at the end of the current twelve (12) month period.

2. SCOPE OF SERVICE

The County agrees, through Sheriff thereof, to provide municipal police protection within the geographical limits of District to the extent and in the manner hereinafter set forth. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by said Sheriff under State statutes. Such services shall include the enforcement of State statutes and the Codes and Ordinances applicable to the District. Services shall also include traffic enforcement and related services to the extent possible given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder.

3. LEVEL OF SERVICE

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

3.2 Variation in Level of Service. Increases or decreases in the level of service shall be made by amendment, as provided for in Section 10 of this Agreement. If District requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to do so.

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

4.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with County.

4.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will not necessarily be within District limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the District not normally provided by the Sheriff 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 District, such equipment and materials shall be supplied by District at its own cost and expense. Any such special equipment or materials so purchased by District shall meet with the Sheriff's specifications, shall remain within the District limits, and ownership title thereto shall remain with District.

4.3 District-Owned Motorcycles and Vehicles. In the event District chooses to provide motorcycles or vehicles for use in providing services hereunder, the motorcycles or vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of District. District 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 District-owned motorcycles or vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the District-owned motorcycles or vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating District-owned motorcycles and vehicles. Motorcycles and vehicles owned by District shall be used only for District-approved functions.

4.4 Vehicle Insurance. District shall maintain insurance for any physical damage to the District-owned vehicles in an amount equal to the replacement value of all vehicles provided to the County 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, if not self-insured:

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 District 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) that 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 that the coverages 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. If County is utilizing District-owned vehicles, operations shall not commence until the County of Riverside 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 District'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 County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to District for the purposes of this Agreement, and shall not be considered employees of District. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from District.

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 District, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. District shall be billed only for the actual hours of service received.

6. COMPENSATION

6.1 Payment Basis. District shall reimburse County for the cost of rendering services pursuant to this Agreement. Such cost of services shall be established and approved by the County

Board of Supervisors in the form of an hourly rate for personnel services, a mileage rate, and a facilities charge, 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 the County's obligation to enforce State law.

6.2 Establishment of Costs. The law enforcement cost to be charged to District by way of an hourly rate, a mileage rate, and a facilities charge shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. District shall be notified of the change in cost to be charged District prior to submittal of the proposed change to the County Board of Supervisors, and District shall be given the opportunity to review the proposed change with County personnel. District shall, thereafter, be notified of adoption by County of the costs to be charged District, and said new costs to District shall take effect on the same date as County incurs the cost. Should District, subsequent to a cost adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, County reserves the right to reduce the level of service in accordance with the amount District is willing to expend.

6.3 Payment of Costs. County, through the Sheriff's Department, shall provide to District within 30 days of the conclusion of each calendar month an itemized statement of the costs for services being charged for said month. District shall remit payment to the invoicing department within 30 days after receipt of such statement. If such payment is not received by the County within thirty (30) days after rendition of billing, County may satisfy such indebtedness from any funds of the District on deposit with the County as provided by law.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 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, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

7.2 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 Section 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.

8. MEMORANDA OF UNDERSTANDING

If requested by District or by County, a memorandum of understanding will be entered into by and between District and County 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 District and County in resolution of the question. The intent and purpose of each 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 General Manager of District shall administer this Agreement on behalf of District, and the Sheriff shall administer this Agreement on behalf of County.

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:

County

Stanley L. Sniff Jr., Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

District

De Luz Community Services District
41606 Date Street, Suite 205
Murrieta, CA 92562

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, the County 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.

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IN WITNESS WHEREOF, the De Luz Community Services District by resolution duly adopted by its District Directors, has caused this agreement to be signed by its President 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 on the dates indicated below.

DE LUZ COMMUNITY SERVICES DISTRICT

Dated: 7/19/10

By: [Signature]
Steve Rubin, District President

ATTEST: ROB HARRIS
GENERAL MANAGER

Name
Title
By: [Signature]

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Marion Ashley, Chairman
Riverside County Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board
By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 6/20/10
NEAL R. KIPNIS DATE

ATTACHMENT A

DE LUZ COMMUNITY SERVICES DISTRICT

LEVEL OF SERVICE

Dedicated (Non-replaced) Positions

Two (2) Deputy Sheriffs