

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

123



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

SUBMITTAL DATE:
09/07/11

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, advise students and coordinate instructor assignments and facility use. 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, 2011 through June 30, 2013. County Counsel has approved the Agreement as to form.

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$368,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2011-12

SOURCE OF FUNDS: Consulting Fees BR 12-028	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Robert Tremaine

County Executive Office Signature

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

- Policy
- Policy
- Consent
- Consent

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

**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, hereinafter "RCCD", and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter "COUNTY".

IT IS THEREFORE AGREED AS FOLLOWS:

ARTICLE 1. TERM

Section 1.01. The term of this agreement shall be from July 1, 2011 through June 30, 2013. In the event the parties intend to renew this agreement at the end of the term for a 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.

Section 1.02. If RCCD should incur an increased cost by COUNTY for rendering services from the current rate in Section 3.01 of this agreement to a new rate of the renewed agreement, then RCCD shall pay retroactively the differential cost between the current rate of the expired agreement and the increased rate of the renewed agreement.

ARTICLE 2. SCOPE OF SERVICE

Section 2.01. COUNTY agrees to release two Sheriff's 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 RCCD on a full-time basis (40 hours per week).

ARTICLE 3. PAYMENT AND COMPENSATION

Section 3.01. RCCD 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 Sheriff's 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 RCCD from COUNTY on a monthly basis. The current hourly rate for Sheriff's Sergeant is \$86.51 per hour. The current COUNTY mileage rate is \$0.85 per mile for a black and white vehicle and \$ 0.51 per mile for a plain vehicle. The COUNTY adjusts these rates annually and RCCD shall be notified when rate changes occur.

Section 3.02. It is mutually agreed that RCCD will compensate the Continuity Officer directly for mileage in non-COUNTY vehicles, travel expenses, per diem and other expenses on behalf of RCCD as deemed appropriate by RCCD for the term of this Agreement.

ARTICLE 4. COUNTY EMPLOYEE

Section 4.01. 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 RCCD.

ARTICLE 5. AGREEMENT ADMINISTRATION

Section 5.01. The Sheriff shall administer this Agreement on behalf of the County of Riverside. The RCCD Dean, Public Safety Education & Training and Office of Academic Affairs shall administer this Agreement on behalf of RCCD.

ARTICLE 6. VACATION AND HOLIDAY TIME

Section 6.01. 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.

Section 6.02. Because RCCD and COUNTY holidays may not correspond, holiday time off will be taken in accordance with the RCCD calendar. If COUNTY holidays exceed RCCD 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.

ARTICLE 7. REVIEW AND SUPERVISION

Section 7.01. The Sheriff (or his designee) shall supervise the Continuity Officer. Said supervision will be coordinated with the Dean of Public Safety Education & Training.

ARTICLE 8. INDEMNIFICATION AND HOLD HARMLESS

Section 8.01. Indemnification by RCCD. RCCD 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 RCCD, 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 RCCD 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.

Section 8.02. Indemnification by COUNTY. COUNTY shall indemnify and hold RCCD, 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 RCCD by the provisions of California Government Code 895.2 or other applicable law, and COUNTY shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

ARTICLE 9. ALTERATION OF TERMS

Section 9.01. 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.

ARTICLE 10. TERMINATION

Section 10.01. This agreement may be terminated by either party upon 180 days written notice to the other party.

ARTICLE 11. NOTICES

Section 11.01. 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:

Riverside County:
Stanley L. Sniff Jr., Sheriff-Coroner
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

Cordell A. Briggs, Dean
Public Safety Education and Training
Moreno Valley College at the
Ben Clark Public Safety Training Center
16791 Davis Avenue, Suite 200C
Riverside, CA 92518

ARTICLE 12. AUDIT

Section 12.01. The parties agree that their accountants/auditors, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy records and supporting documentation pertaining to the performance of this Agreement. The parties agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The parties agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the parties agree to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7 Pub. Contract Code §10115 et CCR Title 2, Section 1896).

ARTICLE 13. COUNTY'S REPRESENTATIVE

Section 13.01. COUNTY hereby appoints the Sheriff or his designee at Ben Clark Training Center, as its authorized representative to administer this agreement.

ARTICLE 14. RCCD'S REPRESENTATIVE

Section 14.01. RCCD hereby appoints the Dean of Public Safety Education and Training at Ben Clark Training Center, as its authorized representative to administer this agreement.

ARTICLE 15. NON-DISCRIMINATION

Section 15.01. During the performance of this Agreement, Contractor and his subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement

ARTICLE 16. PARTIAL INVALIDITY


Section 16.01. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 17. 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 duly authorized representative of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

Dated: 8-31-11

RIVERSIDE COMMUNITY COLLEGE DISTRICT
By:  For James L. Buisse
James L. Buisse, Vice Chancellor
Administration and Finance
Aaron S. Brown, Associate Vice Chancellor
Finance

COUNTY OF RIVERSIDE

By: _____
Bob Buster, Chairman
Riverside County Board of Supervisors

ATTEST:

Name:
Title:
By: _____

FORM APPROVED COUNTY COUNSEL
BY:  DATE 9/7/11
NEAL P. KIPNIS