

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

141



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

SUBMITTAL DATE:
05/29/12

SUBJECT: Approval of the Five-Year Law Enforcement Services Agreement
with the Joint Powers Commission of the March Joint Powers Authority

RECOMMENDED MOTION: Move that the Board of Supervisors approve the five-year Law Enforcement Services Agreement with the Joint Powers Commission of the March Joint Powers Authority, and authorize the Chairperson to execute the Agreement on behalf of the Board.

BACKGROUND: On May 22, 2012, the Executive Director of the March Joint Powers Commission executed a five-year Agreement (7/1/12-6/30/17) for law enforcement services with the Sheriff's Department. As in its terminating five-year Agreement with the County, the Commission will continue to contract for four hours of daily patrol in specified areas within the March Air Force Base (A map of the Patrol areas is attached to the Agreement as Exhibit A). All expenses will be fully recovered through Board-approved contract rates. County Counsel has approved the Agreement as to form.

Stanley L. Sniff Jr.

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Lee Wagner, Assistant Sheriff

FINANCIAL DATA	Current F.Y. Total Cost:	\$140,000	In Current Year Budget:	NA
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2012-13

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

C.E.O. RECOMMENDATION:
APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 5/29/12
Departmental Concurrence

Dept' Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 06/19/07 3 25 | District: 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.31

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE JOINT POWERS COMMISSION OF THE MARCH

JOINT POWERS AUTHORITY AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the JOINT POWERS COMMISSION, on behalf of the MARCH JOINT POWERS AUTHORITY, hereinafter "JPA," 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 Term. This Agreement shall be effective from July 1, 2012 through June 30, 2017.

1.2 Renewal. In the event JPA desires to terminate this Agreement at the end of any current five (5) year period, JPA, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff's Department and the County Board of Supervisors that it wishes to terminate the same; otherwise, this Agreement shall be automatically renewed for an additional five (5) year period at the level of service then 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 JPA, 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 twelve (12) months prior to the effective termination date.

2. SCOPE OF SERVICE

The County agrees, through the Sheriff's Department, to provide police protection within the geographical limits of those land parcels within the March Air Force Base that are depicted on Exhibit A attached hereto. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by said Sheriff's Department under State statutes. Such services shall include the enforcement of State statutes and the local Codes and Ordinances as applicable 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 Exhibit B attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 9 of this Agreement. If JPA 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 hire and train recruits. Prior to the start of each fiscal year, the Sheriff shall review the level of service and make recommendations on service additions to ensure public and officer safety.

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 labor and equipment specified in the foregoing sentence will not necessarily be within JPA limits.

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 JPA for the purposes of this Agreement, and shall not be considered employees of JPA. No such County employee shall have any entitlement to workers' compensation coverage, pension, or civil service benefits from JPA.

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

6. COMPENSATION

6.1 Payment Basis. JPA 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 a hourly rate for personnel services and a mileage rate, and shall include all items of cost and expense to the Sheriff's Department 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 JPA by way of an

hourly rate and a mileage rate shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. JPA shall be notified of the change in cost to be charged JPA prior to submittal of the proposed change to the County Board of Supervisors, and JPA shall be given the opportunity to review the proposed change with County personnel. JPA shall, thereafter, be notified of adoption by County of the costs to be charged JPA, and said new costs to JPA shall take effect on the same date as County incurs the cost. On Exhibit C the County has estimated annual costs for each year of the Agreement. In any given fiscal year, should projected year-end fees exceed the estimate after adjusted rates have been applied, County reserves the right to reduce the level of service in accordance with the amount JPA is willing to expend.

6.3 Payment of Costs. County, through the Sheriff's Department, shall provide to JPA within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said period. JPA 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 JPA on deposit with the County as provided by law pursuant to Government Code Section 907.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 Indemnification by JPA. JPA shall indemnify and hold the County of Riverside, and its directors, officers, Board of Supervisors, agents, representatives, employees and elected officials free and harmless from any and all claims arising out of this Agreement and JPA shall defend at its expense, including attorney fees and costs, the County of Riverside, and its directors, officers, Board of Supervisors, agents, representatives, employees and elected officials in any legal action or claim of any kind based upon this Agreement.

7.2 Indemnification by County. County shall indemnify and hold JPA, its directors, officers, agents, representatives and employees free and harmless from any and all claims arising out of this Agreement and the County shall defend at its expense, including attorney fees and costs, JPA, its directors, officers, agents, representatives and employees in any legal action or claim of any kind based upon this Agreement. In the event either County or JPA accept liability for any claim arising from this Agreement, the accepting party will manage the claim and the indemnified party will cooperate in all aspects of resolution of the claim.

7.3 Disputes Regarding indemnification Obligation. If County and JPA cannot agree as to which party is liable for a particular claim, or, cannot agree as to the relative liability of each party, both parties agree to submit to arbitration as specified in Section 8.

8. ARBITRATION

Any dispute involving Section 7 of this Agreement, shall be settled and finally determined by arbitration in accordance with the rules of Commercial Arbitration of the American Arbitration Association in Riverside, or any successor entity, if applicable. All fees and expenses of the

arbitrator or arbitrators and all other expenses of the arbitration shall be allocated by the arbitrator or arbitrators in accordance with the provisions hereof. This Section 8 shall be limited to disputes involving Section 7 of this Agreement and shall not apply to any controversy, claim, or dispute arising out of other Sections of this Agreement.

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. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

10. 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:

<u>County</u>	<u>JPA</u>
Stanley L. Sniff, Jr., Sheriff	March Joint Powers Authority
Riverside County Sheriff's Department	Executive Director
Post Office Box 512	P. O. Box 7480
Riverside, California 92502	Moreno Valley, CA 92552

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

11. 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.

12. 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. All Sheriff's personnel who provide general and specialized law enforcement services to City pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

13. 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.

14. 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 Joint Powers Commission of the March Joint Powers Commission by resolution duly adopted by its members, has caused this agreement to be signed by its Executive Director and attested and sealed, 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.

JOINT POWERS COMMISSION OF THE
MARCH JOINT POWERS AUTHORITY

Dated: 5/22/12

By: Lori M. Stone
Lori M. Stone, Executive Director

ATTEST:

Name CAREY ALLEN
Title ADMINISTRATIVE SERVICES MGR

By: [Signature]

COUNTY OF RIVERSIDE

Dated: 5/24/12

By: _____
John Tavaglione, Chair
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 5/18/12
NEAL R. KIPNIS

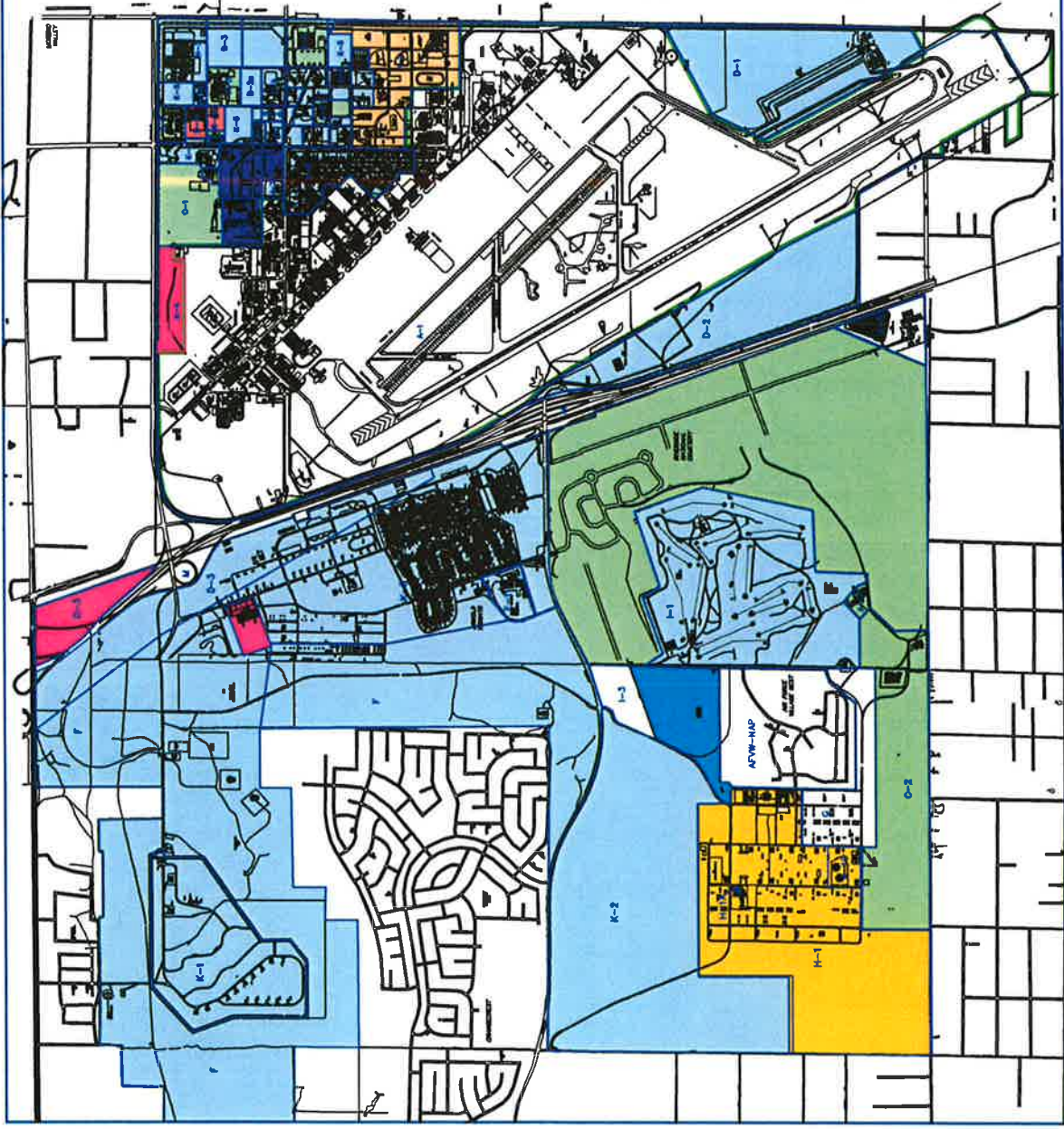
EXHIBIT A

MAP OF AREAS TO BE PATROLLED

[Attached behind this Page]

PARCEL LEGEND

- FEDERAL RETAINED TRANSFER
- NAVY TO TRANSFER TO JPA (LAND SWAP)
- MARCH JPA OWNED
- PUBLIC BENEFIT CONVEYANCE (PBC)
- PRIVATELY OWNED
- JOINT SERVICES TRAINING COMPLEX



PROPERTY DISPOSITION AT MARCH

Comments: The map and site plan were prepared by the U.S. Army Corps of Engineers, District of Columbia, and are subject to change. The map shows the current status of the property as of the date of the map. The map is not a guarantee of the accuracy of the information shown. The map is for informational purposes only. The map is not to be used for any other purpose. The map is not to be used for any other purpose. The map is not to be used for any other purpose.

- 1.1. General information on the project.
- 1.2. General information on the project.
- 1.3. General information on the project.
- 1.4. General information on the project.
- 1.5. General information on the project.
- 1.6. General information on the project.
- 1.7. General information on the project.
- 1.8. General information on the project.
- 1.9. General information on the project.
- 1.10. General information on the project.

APPROVED	
DATE	
BY	

EXHIBIT B

MARCH JOINT POWERS AUTHORITY

LEVEL OF SERVICE

Average Patrol Services

Four (4) hours of a Deputy Sheriff per day. This will include patrols distributed evenly throughout the area to be patrolled as indicated in Exhibit A. Patrol times may vary day-to-day to promote effective tactics, but will average one (1) hour per day per each of the four (4) daily shifts.

EXHIBIT C
COMPENSATION

The FY 2011-12 rates for the provision of law enforcement services pending approval by the County Board of Supervisors are:

Personnel: \$91.40 per hour

Mileage: 0.88 per mile

These rates are annually recalculated and submitted for approval to the Riverside County Board of Supervisors in April or May each year. Adjusted rates are applied to all service hours provided by the Sheriff's Department from July 1 on. Actual year-end expenses shall vary based on the final approved rate structure.*

FY 2012-13 \$146,100

FY 2013-14 \$152,650

FY 2014-15 \$159,500

FY 2015-16 \$166,600

FY 2016-17 \$174,000

* Note: The maximum total cost per year for FY 2012-13 through FY 2016-17 has been calculated based on an assumed increase in hourly rates of 4.5% per year.