

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

764



SUBMITTAL DATE:
07/21/10

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

SUBJECT: Approval of a Five-Year Law Enforcement Services Agreement with the City of Temecula

RECOMMENDED MOTION: Move that the Board of Supervisors approve and authorize the Chairperson to execute a five-year Agreement for law enforcement services between the County and the City of Temecula.

BACKGROUND: On June 22, 2010, the Mayor of Temecula executed a five-year Agreement with the County for the Sheriff to continue to provide city law enforcement services at the same level as that provided in FY 2010.

All costs will be fully recovered through Board-approved contract rates. County Counsel has approved the Agreement as to form.

Will Taylor

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

FINANCIAL DATA

Current F.Y. Total Cost:	\$19,430,000	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 City Revenue
BR 11-011

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

Robert Tremaine

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 10, 2010
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

3.60

Prev. Agn. Ref.: 09/29/09 3.67

District: 3

Agenda Number:

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 7/27/10 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Departmental Concurrence

Policy
 Policy
 Consent
 Consent

Dep't Recomm.:
 Per Exec. Ofc.:

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF TEMECULA
AND THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into by and between the CITY OF TEMECULA, a General Law City, hereinafter "City," 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, 2015.

1.2 Renewal. In the event City desires to terminate this Agreement at the end of any current five (5) year period, the City Council, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the 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 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 as of the beginning of the first day of July of any year upon notice in writing to the other party of not less than twelve (12) months prior thereto.

2. SCOPE OF SERVICE

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the corporate limits of City 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 a police department of the City under State statutes. Such services shall include the enforcement of State statutes and the City codes and ordinances. 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.

2.2 California Identification System (CAL-ID) and Records Management System (RMS). City agrees as a condition of receiving services hereunder to participate in CAL-ID and RMS under the terms and conditions set forth in this Section.

2.2A Definitions. For purposes of this agreement the following definitions shall apply:

a) Records Management System (RMS) Functions shall mean the software functions provided to City by County, which are supplied by the RMS. These functions shall include inquiry and case entry into the RMS, access to the Master Name Index, Warrant and Master Location Index and Jail Locator databases.

b) The California Law Enforcement Telecommunications System Access (CLETS shall mean that access to the Department of Justice computers provided by county to City.

c) Work Station shall mean those County devices and software which are used by City to access RMS functions and the CLETS.

d) LAWNET shall mean the County's law enforcement telecommunications network consisting of County provided data circuits, digital service units, routers, hubs and other County provided hardware and software that is used by City to connect work stations to RMS services as defined below.

e) County Services shall mean the collective hardware and software, LAWNET, work stations, RMS functions and CLETS.

2.2B Scope of RMS Services. County agrees to provide to City 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.

2.2C Provision of RMS Supervision, Labor and Equipment. Supervision over the provision of County Services, the standards of performance and other matters incident to the performance of such services, shall remain with County. Security of the host system and control of LAWNET shall remain with County. The County shall furnish all labor and equipment for the host system necessary to maintain the level of service rendered hereunder. In the event City chooses to provide PC-based equipment for services defined herein, the equipment must be configured in accordance with County specifications. Further, City shall not alter the configuration of any PC-based equipment used to provide services herein without the permission of Sheriff's Information Technology Officer.

2.2D Compensation.

a) Payment Basis. City shall reimburse County the cost of rendering services at rates established by the County Board of Supervisors. These rates shall include all items of cost and expense to the Sheriff for providing this service, and shall be adjusted periodically to reflect changes in the cost of service provision. City shall be notified of any change in the rates to be charged City prior to submittal of the proposed change to the County Board of Supervisors for adoption, and City shall be given the opportunity to review the proposed change with County personnel. City shall, thereafter, 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 County incurs the associated costs.

b) Payment Remittance. County shall provide to City an itemized quarterly statement of the costs for services being charged for said quarter. City shall remit payment to the invoicing department within thirty (30) days after receipt of such billing.

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. 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, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to do so.

7.2 Indemnification by County. 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. MEMORANDA OF UNDERSTANDING

If requested by City or by County, a memorandum of understanding will be entered into by and between City (or its administrative designee) and County (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 County 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 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:

<u>County</u>	<u>City</u>
Stanley L. Sniff Jr., Sheriff Riverside County Sheriff's Department Post Office Box 512 Riverside, California 92502	City of Temecula 43174 Business Park Drive Temecula, CA 92590 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, 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.

IN WITNESS WHEREOF, the City of Temecula, 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.

ATTACHMENT A
CITY OF TEMECULA
LEVEL OF SERVICE

Average Patrol Services

- 185.0 supported hours per day. (Approximate equivalent of thirty-eight (38) Deputy Sheriff positions @ 1,780 annual productive hours per position standard.)

Dedicated Positions

- Two (2) Sheriff's Lieutenant positions
- Three (3) Sheriff's Sergeant positions
- Seven (7) Deputy Sheriff (fully supported) positions-Special Enforcement Team
- Four (4) Deputy Sheriff (fully supported) positions- Mall Officers
- Eighteen (18) Deputy Sheriff (fully supported) positions-Traffic/Motorcycle Team
- Two (2) Deputy Sheriff (fully supported) positions-K-9 Deputies
- One (1) Deputy Sheriff (unsupported) position-Gang Task Force
- One (1) Deputy Sheriff (fully supported) position-Southwest Corridor Task Force
- Five (5) Deputy Sheriff (unsupported) positions-School Resource Officers (year-round)
- Eighteen (18) Community Service Officer II positions
- Three (3) Community Service Officer I positions

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