

On December 16, 2010, the Mayor of Eastvale executed a law enforcement services Agreement with the County Sheriffs Department for the City's post-incorporation transition period – 10/1/10 to 6/30/11. During this period, the Sheriff's Department will continue to provide the same level of service to the City area as it did previous to the incorporation. More specifically, that level consists of 95 daily Patrol hours (19.5 Deputies) and associated sworn supervision and classified support personnel.

Further, since the California Highway Patrol now no longer provides traffic enforcement to Eastvale, the City and the Sheriff have agreed to augment the aforementioned level of service with an additional Deputy deployed for traffic enforcement duties. Based on the start date for the position, staff estimates the FY 2010-11 budget for this increased service will amount to \$171,200. All costs for this service will be recovered through Board-approved rates.

Based on estimates of Board approved rates for personnel and vehicles, Sheriff's staff has calculated the total cost for the Eastvale service at \$3,560,000 in FY 2010-11. County Counsel has approved this Agreement as to form.

Schedule A

Increase Appropriations:

10000-2500200000-510040	Regular Salaries	\$13,557
10000-2500200000-518100	Budgeted Benefits	<u>6,300</u>
	Subtotal	\$19,857

10000-2500300000-510040	Regular Salaries	\$99,114
10000-2500300000-518100	Budgeted Benefits	42,847
10000-2500300000-520105	Protective Gear	612
10000-2500300000-520115	Uniforms-Replacement Clothing	1,500
10000-2500300000-527460	Firearm Equipment and Supplies	1,500
10000-2500300000-527500	Handcuffs	50
10000-2500300000-528920	Car Pool Expense	<u>5,720</u>
	Subtotal	\$151,343
	Total	\$171,200

Increase Estimated Revenues:

10000-2500200000-773520	Contract City Law Enforcement	\$19,857
10000-2500300000-773520	Contract City Law Enforcement	<u>\$151,343</u>
	Total	\$171,200

1 RESOLUTION NO. 440-8857

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3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on February 1, 2011, that pursuant to Section 4(a)(ii) of
5 Ordinance No. 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed
6 change(s), operative on the date of approval, as follows:

7 Job
8

<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
37602	+ 1	2500300000	Deputy Sheriff

9
10 ROLL CALL:

11 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley
12 Nays: None
13 Absent: None

14 The foregoing is certified to be a true copy of a resolution duly
15 adopted by said Board of Supervisors on the date therein set forth.

16 KECIA HARPER-IHEM, Clerk of said Board

17 By: _____
18 Deputy

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27 /kc
28 01/18/2011
440 Resolutions\KC

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE CITY OF EASTVALE

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the CITY OF EASTVALE, 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 the date of execution through June 30, 2011.

1.2 Termination. Either party may terminate this Agreement upon serving a ninety (90) day written notice to the other party.

2. SCOPE OF SERVICE

2.1 Services. Pursuant to this Agreement 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 for the transition year of City incorporation. 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, work LAWNET, 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 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 Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 7.2 and 7.3 of this Agreement.

2.3 Records. County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to City services under this Agreement, as allowed by law. County shall provide City access to appropriate records pertaining to City services for approval, funding or auditing services, upon reasonable notice. Such records shall be maintained by County for periods of time as provided by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.

3. LEVEL OF SERVICE

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

3.2 Variation in Level of Service. Subsequent to July 1, 2011, variations in the level of service shall be made by amendment, as provided for in Section 10 of this Agreement.

4. CHIEF OF POLICE

The current Station Commander of the Jurupa Valley Station will act as Chief of Police, as previously appointed by the Sheriff. However, should that position be vacated, the Sheriff will, to the extent practical, coordinate the appointment of a Chief of Police and consult with the City on the final selection process.

5. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

5.1 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. The Sheriff or a designated representative will meet and confer with the City Manager or a designated representative on questions related to the provision of services.

5.2 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 City limits. 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 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 City, such equipment and materials shall be supplied by City at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the Sheriff's specifications, shall remain within the City limits, and ownership title thereto shall remain with City.

5.3 City-Owned Motorcycles and Vehicles. In the event City 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 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 motorcycles or vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the City-owned motorcycles or vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating City-owned motorcycles and vehicles. Motorcycles and vehicles owned by City shall be used only for City-approved functions.

5.4 Vehicle Insurance. City shall maintain insurance for any physical damage to any City-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:

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. City 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 that 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 that the coverages and the insurance required herein are 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 City-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 City'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.

6. EMPLOYMENT STATUS OF PERSONNEL

6.1 Employment Status. Any persons employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to City for the purposes of this Agreement, and shall not be considered employees of

City. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from City.

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

7. COMPENSATION

7.1 Payment Basis. City shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Department personnel, vehicle mileage rates, facility use rates, RMS transaction and CAL-ID fees. "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 County employees pursuant to this Agreement just as if such arrests had been made by City employees. Pursuant to Government Code Section 51350, County shall not charge City for services it would provide to any city in the County free of charge. These services, which are provided at the discretion of County, could typically include the services of the Sheriff's Special Investigations Bureau, Emergency Services Team, Canine Unit, and Aviation Unit.

7.2 Establishment of Costs. The rates to be charged City shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. 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. 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, County reserves the right to reduce the level of service in accordance with the amount City is willing to expend.

7.3 Payment of Costs. County agrees to temporarily defer all Baseline Service costs during the transition period. Referring to Attachment A, Baseline Service includes the average patrol services standard of 95 supported daily Deputy Sheriff hours. A payment schedule for Baseline Service rendered will be developed during the transition period, and may be governed by a separate Agreement between the County and City. For services purchased by the City in addition to the Baseline Service, County, through the Sheriff's Department, shall provide to City within 30 days of the conclusion of each calendar month an itemized statement of the costs for services being charged for said month. Referring to Attachment A, the service in addition to

Baseline Service includes one dedicated Deputy Sheriff, who will fulfill the duties of Traffic enforcement. City shall remit payment to the Sheriff's Department within 30 days after receipt of such statements. Billing statements for RMS services will be provided quarterly for services being charged for said quarter. The Facility billing and CAL-ID charges will be provided annually.

7.4 Field Training Costs. Should City elect to add Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. City will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. Billing will be provided within 30 days of the Board of Supervisors approval of any new positions. Field training costs will not apply to supervisory or classified positions added to the level of service.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by City. City 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 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 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, 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.

8.2 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.

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.

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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> Stanley L. Sniff Jr., Sheriff Riverside County Sheriff's Department Post Office Box 512 Riverside, California 92502	<u>City</u> City of Eastvale 6080 Hamner Avenue, Suite 103 Eastvale, CA Attn: City Manager
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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.

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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 EASTVALE, 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 EASTVALE

Dated: 12/16/10

By: Robert L. Van Wert

ATTEST:

Name Ariel Berry
Title Deputy City Clerk

By: [Signature]

COUNTY OF RIVERSIDE

Dated: 2/1/11

By: Bob Buster

CHAIRMAN, BOARD OF SUPERVISORS

BOB BUSTER

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis 2/23/11
NEAL R. KIPNIS DATE

**ATTACHMENT A
CITY OF EASTVALE
LEVEL OF SERVICE FOR THE POST-INCORPORATION TRANSITION PERIOD**

Average Patrol Services

95 supported hours per day. (Approximate equivalent of 19.5 Deputy Sheriff positions @ 1,780 annual productive hours per position)

Dedicated Positions

One (1) Deputy Sheriff position – Traffic Enforcement Officer