

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

939



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
06/26/14

SUBJECT: Ratification of the Five-Year (7/1/2014 to 6/30/19) Security Services Agreement Between the Sheriff's Department and the County Regional Medical Center and the Adoption of Resolution 440- 8970, 5/5 District. [\$6,032,300 – RCRMC Security Law Enforcement Revenue - 100% RCRMC Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Security Services Agreement with the Riverside County Regional Medical Center (RCRMC), and authorize the Chairperson to execute the Agreement on behalf of the Board.
2. Amend Ordinance No. 440 pursuant to Resolution 440- 8970 submitted herewith. Per the Resolution add the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	+6	Deputy Sheriff	RSA	249	\$58,726-\$80,944
2500300000	52265	+2	Comm. Svcs. Off II	UPE	475	\$40,019-\$59,590
3. Authorize the Public Safety Enterprise Communications Unit to purchase two mobile radios, two mobile data computers and two handie-talkie radios.
4. Approve the purchase of two black and white vehicles.
5. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA AUDITOR-CONTROLLER
 BY: Esteban Hernandez 7/1/14

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

FORM APPROVED BY COUNTY COUNSEL 6/30/14
 BY: NEAL R. KIPNIS DATE
 Departmental Concurrence

Approved by Michael T. Stock
 Asst. County Executive Officer/
 Human Resources Director

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,055,200	\$ 1,154,700	\$ 6,032,300	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$	

SOURCE OF FUNDS: RCRMC Security Law Enforcement Revenue -100% RCRMC Enterprise Fund
 Budget Adjustment: Yes
 For Fiscal Year: 14/15 -18/19

C.E.O. RECOMMENDATION: APPROVE

BY: Elizabeth J. Olson
 County Executive Office Signature

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 and that Resolution 440-8970 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: July 15, 2014
 xc: HR, Sheriff, Auditor

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

3-57

A-30
 4/5 Vote
 Positions Added
 Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratification of the Five-Year (7/1/2014 to 6/30/19) Security Services Agreement Between the Sheriff's Department and the County Regional Medical Center and the Adoption of Resolution 440-8970, 5/5 District. [\$6,032,300 – RCRMC Security Law Enforcement Revenue – 100% RCRMC Enterprise Fund]**

DATE: 06/26/14

PAGE: Page 2 of 3 (BR 15-006)

BACKGROUND:

Summary

The last signed agreement for security services between RCRMC and the Sheriff's Department was approved by the Board of Supervisors on May 20, 2008 and amended on December 4, 2009. Pursuant to this agreement, the Sheriff's Department provided security at the medical center with one Correctional Sergeant, one Sheriff's Sergeant, 12 Correctional Deputy II's, six Deputy Sheriffs, two Sheriff's Service Officers and a half-time Accounting Assistant.

RCRMC staff and the Sheriff's Department have now agreed on a new five-year security services agreement. This agreement will add six deputies and two Community Services Officer (CSO) II positions to conduct patrols in the medical center's emergency/triage rooms. The additional six deputies again brings the total number of sworn Deputy Sheriff's to 12, the number of sworn deputies that the Sheriff started providing to the medical center in March 1998 and which was subsequently reduced to six per a medical center request, circa January 2004.

The Sheriff's Department is requesting budget adjustments for the six Deputies for the full year. Staff estimates that the Department will fill the CSO II positions by January 2015. The vehicle and radio communication expenses have been budgeted for eight months. Department staff estimates that the service addition will cost \$1,055,200 in FY 2014-15 and \$6,032,300 for the five-year term of the agreement. Staff estimates the full cost for the service in FY 2014-15 at \$4,243,000.

Impact on Citizens and Businesses

This agreement formally reinstates a law enforcement service level that has not been provided at the medical center since 2004. The additional deputies will add a crucial level of safety in the entire emergency room area. All costs will be fully recovered through Board-approved rates.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratification of the Five-Year (7/1/2014 to 6/30/19) Security Services Agreement Between the
Sheriff's Department and the County Regional Medical Center and the Adoption of Resolution 440-8970,
5/5 District. [\$6,032,300 – RCRMC Security Law Enforcement Revenue – 100% RCRMC Enterprise
Fund]**

DATE: 06/26/14

PAGE: Page 3 of 3 (BR 15-006)

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	\$659,468
10000-2500300000-518100	Budgeted Benefits	280,273
10000-2500300000-520105	Protective Gear	3,672
10000-2500300000-520115	Uniforms-Replacement Clothing	12,000
10000-2500300000-520220	County Radio 700 MHz System	7,504
10000-2500300000-520240	Communications Equipment	44,868
10000-2500300000-527460	Firearm Equipment and Supplies	9,000
10000-2500300000-527500	Handcuffs	300
10000-2500300000-528920	Car Pool	13,759
10000-2500300000-546070	Equipment-Vehicle Communication	<u>24,356</u>
	TOTAL	\$1,055,200

Increase Estimated Revenues:

10000-2500300000-773560	RCRMC Security Law Enforcement	\$1,055,200
-------------------------	--------------------------------	-------------

1 RESOLUTION NO. 440-8970

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on July 15, 2014, that pursuant to Section 4(a)(ii) of Ordinance No.
5 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s),
6 operative on the date of approval, as follows:


7

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
8 52265	+ 2	2500300000	Community Services Officer II
9 37602	+ 6	2500300000	Deputy Sheriff

10
11 ROLL CALL:

12 Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
13 Nays: None
14 Absent: None

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

17 KECIA HARPER-IHEM, Clerk of said Board
By 
Deputy

AGREEMENT FOR SECURITY SERVICES BETWEEN
THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT AND
THE RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

THIS AGREEMENT is made and entered into by and between the SHERIFF'S DEPARTMENT, hereinafter "Sheriff," and the RIVERSIDE COUNTY REGIONAL MEDICAL CENTER, hereinafter "RCRMC," as RCRMC is desirous of contracting with Sheriff for performance of security functions within the RCRMC's boundaries; and the Sheriff is agreeable to rendering such services on the terms and conditions that follow:

1. TERM

This Agreement shall be effective from July 1, 2014 through June 30, 2019.

2. SCOPE OF SERVICE

The Sheriff agrees to provide security services within the boundaries of RCRMC to the extent possible given the size of the force provided for in this Agreement.

2.1 Facility Security Services. Services shall include typical RCRMC security functions including but not limited to: providing "keep the peace" services in volatile situations; assisting during fire alarms, bomb threats, and hazardous spills; infant/child abduction alerts; securing buildings; enforcing parking regulations; responding to calls for assistance and providing a high visibility patrol service; coordinating with Moreno Valley Police Department for response to serious crimes and major incidents.

2.2 Emergency/Triage Room Services. Services shall include observational patrols throughout the entire Emergency Room, which includes but is not limited to the following areas: the triage area, waiting rooms, discharge lobby, security holding area, and outside of the building in front of the Emergency Room main entrance. Other duties may include handling calls for service relating to the Emergency Room, criminal investigations, preparing criminal reports, testifying in court as needed on hospital cases, etc. Services may include other duties as mutually agreed upon by both parties.

2.3 Security Ward Services. Services shall include securing the correctional ward within the RCRMC, including but not limited to, restraining patients upon a doctor's orders, providing the safety and security of the inmates held within the RCRMC, assisting RCRMC staff in administering medication to inmates as required, assisting with medical rounds, escorting inmates to and from medical appointments and medical tests at different locations within the RCRMC campus area. Services may include other duties as mutually agreed upon by both parties.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. Sheriff shall provide security 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 7 of this Agreement, and under the following terms:

If RCRMC requests an increase in the level of service to be provided under this Agreement, Sheriff agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to do so.

If RCRMC elects to reduce the level of service provided herein by ten percent (10%) or greater, RCRMC must give notice in writing to Sheriff. The notice shall be given not less than ninety (90) days prior to the effective date of such reduction, unless both parties agree to a shorter notice period. If RCRMC elects to reduce the level of service provided herein by less than ten percent (10%), Sheriff agrees to reduce the level of service accordingly as soon as it is practicable but not longer than ninety (90) days from the time of request. The level of service, however, may not be reduced to below the minimum level, as mutually agreed upon by both parties, required to ensure public and officer safety.

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

4.1 Supervision. Supervision over the rendition of security 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 Sheriff.

4.2 Labor and Equipment. For the purpose of performing said services, Sheriff shall furnish and supply all labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will be on-site in RCRMC or in office space provided by RCRMC. The personnel providing the services will usually be dedicated to RCRMC for a period of one to three years. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment not normally provided by the Sheriff is used solely to support specialized enforcement activities within the RCRMC, or where special supplies, stationery, notices, forms, and the like related to the services rendered hereunder are to be issued in the name of RCRMC, such equipment and materials shall be supplied by RCRMC at its own cost and expense. Any such special equipment or materials so purchased by RCRMC shall meet with the Sheriff's specifications; shall remain within the RCRMC, and ownership title thereto shall remain with RCRMC.

5. EMPLOYMENT STATUS OF PERSONNEL

Any person employed for the performance of such services and functions pursuant to this Agreement with RCRMC shall be Sheriff's employees, and no RCRMC employee as such shall be under the control or supervision of Sheriff.

6. COMPENSATION

6.1 Payment Basis. RCRMC shall reimburse Sheriff for the cost of rendering services pursuant to this Agreement. Such cost of services shall be established by the Board of Supervisors in the form of hourly rates for personnel, including overtime rates for any overtime costs incurred hereunder, and a flat mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. Sheriff shall provide at least one (1) marked patrol vehicle for use at the RCRMC. "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 Sheriff's obligation to enforce State law. Based on the number of hours provided or level of service requested by RCRMC, the FY 2014-15 cost to RCRMC is estimated to total \$4,243,000. The FY 2015-16 cost to RCRMC is estimated to total \$4,565,000.

6.2 Establishment of Costs. The costs to be charged to RCRMC by way of personnel rates and mileage rates shall be adjusted periodically, but not more than once each year, to reflect any changes in the cost to Sheriff for providing services hereunder. RCRMC shall be notified of any change in cost to be charged RCRMC prior to submittal of the proposed change to the County Board of Supervisors, and RCRMC shall be given the opportunity to review the proposed change with Sheriff personnel. RCRMC shall, thereafter, be notified of adoption by the County of the costs to be charged RCRMC, and said new costs to RCRMC shall take effect on the same date as Sheriff incurs the cost. Should RCRMC, subsequent to a cost adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, Sheriff agrees to meet with RCRMC regarding possible reductions in the level of service in accordance with the amount RCRMC is willing to expend.

6.3 Payment of Costs. County, through the Sheriff's Department, shall provide to RCRMC within 30 days of the conclusion of each calendar month an itemized statement of the costs for services being charged for said month. If applicable, billing statements for RMS services will be provided quarterly for services being charged for said quarter. RCRMC shall remit payment to the invoicing department within 30 days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the RCRMC on deposit with County as provided by law pursuant to Government Code Section 907.

7. 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.

8. 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.

Recommend for approval on behalf of Riverside County Regional Medical Center.

**RIVERSIDE COUNTY
REGIONAL MEDICAL CENTER**

Date: 25 Sept 2014

By: [Signature], Hospital Director/CEO

Recommend for approval on behalf of the Riverside County Sheriff's Department.

SHERIFF'S DEPARTMENT

Date: 11 Sept 2014

By: [Signature]
Stanley L. Sniff Jr., Sheriff

This agreement is hereby approved and adopted by the Board of Supervisors.

Dated: Sept. 15, 2014

By: [Signature]
Jeff Stone, Chair
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 9/15/14
NEAL R. KIPNIS

ATTACHMENT A

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

LEVEL OF SERVICE

Ward Security Services

Dedicated Correctional Positions

One (1) Correctional Sergeant position
Twelve (12) Correctional Deputy II positions

Facility and Emergency/Triage Room Security Services

Average Patrol Services

59 hours per day. (Approximate equivalent of twelve (12) Deputy Sheriff positions @ 1,780 annual productive hours per position)

Dedicated Positions

One (1) Sheriff's Sergeant position
Two (2) Community Service Officer II positions
Two (2) Sheriff's Service Officer positions
Half (0.5) Accounting Assistant II position

Mileage

RCRMC will be charged for Mileage costs incurred as part of the Patrol Services provided in support of this agreement. Chargeable mileage shall include patrol services within the grounds of RCRMC, transportation of prisoners associated with said patrol service and travel between the facility and local Sheriff's station.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Paul Jacobs

Address: _____
(only if follow-up mail response requested)

City: Temecula **Zip:** _____

Phone #: _____

Date: 7/15/14 **Agenda #** 3-57

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** 359

Phone #: _____

Date: JULY 15 2014 **Agenda #** 3-59

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support X Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.