

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

810



**SUBMITTAL DATE:**  
08/6/15

**FROM:** Sheriff-Coroner-PA

**SUBJECT:** Ratification of the Five-Year Security Services Agreement Between the Sheriff's Department and the Mt. San Jacinto Community College District and the Adoption of Resolution 440-9010, 3/5 District. [\$4,714,500 – School Services Law Enforcement Revenue -100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Security Services Agreement with the Mt. San Jacinto Community College District (MSJC), and authorize the Chairperson to execute the Agreement on behalf of the Board.
2. Amend Ordinance No. 440 pursuant to Resolution 440-9010 submitted herewith.
3. Authorize the Public Safety Enterprise Communications Unit to purchase five mobile radios, Five mobile data computers and five handy-talkie radios.
4. Approve the purchase of five black and white vehicles.
5. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

**BACKGROUND:**

**Summary**

(Continued on page 2)

**FISCAL PROCEDURES APPROVED**

Approved by Michael T. Stock **PAUL ANGULO, CPA, AUDITOR-CONTROLLER**  
Asst. County Executive Officer/ *[Signature]* 8/6/15  
Human Resources Director **Susana Garcia-Bocanegra**

*[Signature]*  
Stan Sniff  
Sheriff-Coroner-PA  
Lee Wagner, Assistant Sheriff

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 853,206	\$ 895,866	\$ 4,714,500	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$	

**SOURCE OF FUNDS: School Services Law Enforcement Revenue - 100%**      **Budget Adjustment: Yes**  
For Fiscal Year: 15/16 – 19/20

**C.E.O. RECOMMENDATION:** **APPROVE**

BY: *[Signature]*  
**County Executive Office Signature** **Elizabeth J. Olson**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9010 is adopted as recommended.

**Ayes:** Jeffries, Tavaglione, Washington and Benoit  
**Nays:** None  
**Absent:** Ashley  
**Date:** August 18, 2015  
**xc:** Sheriff, HR, E.O., Auditor

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

**Prev. Agn. Ref.:**      **District: 3/ 5**      **Agenda Number:** **3-66**

PURCHASING & FLEET SERVICES: Lisa Brandl, Director  
 FORM APPROVED COUNTY COUNSEL: GREGORY P. PRIAMOS  
 DATE: 8/3/15  
 Departmental Concurrence  
 A-30     Positions Added  
 4/5 Vote     Change Order

RECEIVED AUG 8 15 AM 9:01

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2015 AUG 11 PM 12:22

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2015 AUG 11 PM 12:22

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratification of the Five-Year Security Services Agreement Between the Sheriff's Department and the Mt. San Jacinto Community College District and the Adoption of Resolution 440- 9010, 3/5 District. [\$4,714,500 – School Services Law Enforcement Revenue -100%]**

**DATE:** 08/6/15

**PAGE:** Page 2 of 3 (BR 16-002)

**BACKGROUND:**

**Summary**

On June 11, 2015, MSJC approved a five-year law enforcement services agreement with the Riverside County Sheriff's Department to start providing law enforcement services on the MSJC campus. Under this agreement the Sheriff's Department will provide four Dedicated Deputy Sheriffs at the MSJC campus. The term of this agreement extends from July 1, 2015 through June 30, 2020. County Counsel has approved the Agreement as to form.

The Sheriff's Department is requesting budget adjustments for the additional cost of four Dedicated Deputy Positions, one rate supported Sergeant and the revenue that will be recovered from MSJC for the positions through Board-approved contract rates. Department staff estimates that the service addition will cost \$853,206 in FY 2015-16 and \$4,714,500 over the five-year term of the agreement. The hourly cost for service is estimated to increase five percent annually.

Five Patrol vehicles will be needed, in shift rotation, to fulfill the level of service required by MSJC. These vehicles will be financed over 36 months through County Fleet Services.

**Impact on Citizens and Businesses**

The Sheriff and MSJC share common goals that include the provision of programs that address the needs of students at risk. The SRO's serve as a visual deterrent to aberrant behavior and thereby enhance the District's campus control and student protection. All costs will be fully recovered through Board-approved contract rates.

**Attachments**

One Schedule A, one Resolution 440 and three original contracts.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratification of the Five-Year Security Services Agreement Between the Sheriff's Department and the Mt. San Jacinto Community College District and the Adoption of Resolution 440- 9010, 3/5 District. [\$4,714,500 – School Services Law Enforcement Revenue -100%]**

**DATE:** 08/6/15

**PAGE:** Page 3 of 3 (BR 16-002)

**Schedule A**

**Increase Appropriations:**

10000-2500200000-510040	Regular Salaries	\$48,164
10000-2500200000-518100	Budgeted Benefits	<u>32,110</u>
	<b>SUBTOTAL</b>	<b>\$80,274</b>

**Increase Appropriations:**

10000-2500300000-510040	Regular Salaries	\$430,036
10000-2500300000-518100	Budgeted Benefits	286,690
10000-2500300000-520105	Protective Gear	2,448
10000-2500300000-520115	Uniforms-Replacement Clothing	6,000
10000-2500300000-520220	County Radio 700 MHz System	10,400
10000-2500300000-527460	Firearm Equipment and Supplies	6,000
10000-2500300000-527500	Handcuffs	200
10000-2500300000-528920	Car Pool	<u>31,158</u>
	<b>SUBTOTAL</b>	<b><u>\$772,932</u></b>
	<b>TOTAL</b>	<b>\$853,206</b>

**Increase Estimated Revenues:**

10000-2500300000-773570	School Services Law Enforcement	\$772,932
10000-2500200000-773570	School Services Law Enforcement	<u>80,274</u>
	<b>TOTAL</b>	<b>\$853,206</b>

**Increase Appropriations:**

45300-7300500000-532600	Cap Lease – Purch Principal	\$45,500
45300-7300500000-535515	Amortization – Vehicles	<u>\$26,500</u>
	<b>TOTAL</b>	<b>\$72,000</b>

**Increase Estimated Revenues:**

45300-7300500000-777620	Vehicle Cost Recovery	<u>\$72,000</u>
	<b>TOTAL</b>	<b>\$72,000</b>



AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the MT. SAN JACINTO COLLEGE DISTRICT, hereinafter "District", 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, 2015, through June 30, 2020.

1.2 Renewal. In the event District desires to terminate this Agreement at the end of any current five (5) year period, the Board of Trustees, 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 District, 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**

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the campus limits of the San Jacinto campus and the Menifee campus to the extent and in the manner hereinafter set forth. It is understood that the Sheriff's Department shall be the sole provider of general and specialized law enforcement services within the campus limits of the San Jacinto campus and the Menifee campus. District shall not hire any other persons or company to provide general and specialized law enforcement services within the campus limits of the San Jacinto campus and the Menifee campus. However, District is not precluded by any language in this section from hiring unarmed security guard service or unarmed Campus Security Officers. The Sheriff's services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes. Such services shall

include the enforcement of State Criminal Codes and all pertinent District criminal 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 Records Management System (RMS). District agrees as a condition of receiving services hereunder to participate in 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 District 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 District.

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

d) LAW-NET 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 District to connect work stations to RMS services as defined below.

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

2.2B Scope of RMS Services. County agrees to provide to District 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 LAW-NET 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 District chooses to provide PC-based equipment for services defined herein, the equipment must be configured in accordance with County specifications. Further, District 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 8.2 and 8.3 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 District services under this Agreement, as allowed by law. County shall provide District access to appropriate records pertaining to District 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 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 District 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.

If District elects to reduce the level of service provided herein by ten percent (10%) or greater, District must give notice in writing to County not less than twelve (12) calendar months prior to the effective date of such reduction. If District elects to reduce the level of service provided herein by less than ten percent (10%), County agrees to reduce the level of service accordingly as soon as it is practicable. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

### **4. FACILITY**

District may provide office space from which basic police operations can be conducted. If such location is provided it shall be maintained by the District at its cost and expense. Extraordinary maintenance or damage caused to the facility through negligence of County employees, shall be reimbursed to District by County. District shall also provide basic workstations for staff at District's cost and expense. County agrees to either credit or reimburse District within the same fiscal year, costs for any rent, maintenance and/or equipment provided by District that is paid through the contract rate established by County.

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**5. CHIEF OF POLICE**

The Hemet Sheriff Station Commander will function as the District's Police Chief.

**6. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT**

6.1 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 Superintendent/President or a designated representative on questions related to the provision of services.

6.2 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 District limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the District 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 District, such equipment and materials shall be supplied by District at its own cost and expense. Any such special equipment or materials so purchased by District shall meet with the Sheriff's specifications shall remain within the District limits, and ownership title thereto shall remain with District.

However, under no circumstances shall District purchase or otherwise provide general patrol vehicles for services provided pursuant to this agreement without permission of Sheriff. The County shall provide all marked general Patrol vehicles to District and shall charge District for their use on a per mile basis.

6.3 District-Owned and Specialized Support Vehicles. In the event District chooses to provide specialized support vehicles for use in providing services hereunder, the specialized support vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of District. It is further understood that District is providing specialized support vehicles to Sheriff expressly for law enforcement services and shall only be operated by Sheriff's personnel, or persons authorized by the Sheriff.

District shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the specialized support vehicles for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the District-owned specialized support vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the District-owned specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees

while operating District-owned specialized support vehicles. Specialized support vehicles shall be used only for District-approved functions.

6.4 Vehicle Insurance. District shall maintain insurance for any physical damage to the District-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. The District 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 of the insurance carrier(s) that 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 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 District-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 District'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.

## 7. EMPLOYMENT STATUS OF PERSONNEL

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

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

## 8. COMPENSATION

8.1 Payment Basis. District 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 and vehicle mileage rates. "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. Pursuant to Government Code Section 51350, County shall not charge District for services it would provide to any District 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.

8.2 Establishment of Costs. The rates to be charged District shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to County for providing services hereunder. District shall be notified of any change in the rates to be charged District prior to submittal of the proposed change to the County Board of Supervisors for adoption, and District shall be given the opportunity to review the proposed change with County personnel. District shall, thereafter, be notified of adoption by County of the rates to be charged District, and said new rates shall take effect on the same date as County incurs the associated costs. Should District, 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 District is willing to expend.

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

8.4 Facility Rate Charges. District shall reimburse County for the costs incurred by the Sheriff's Department at the County-owned Hemet Sheriff Station. Costs are prorated according to the facility's square footage occupied by Sheriff.

Calculation of Facility Rates. The total of the facility's cost components is divided by the appropriate variable number funded employees assigned to the Hemet Station. This cost per funded position is then applied to the number of positions chargeable to each contract partner based at the Hemet Station to arrive at each contract partner's share of the facility cost.

The County agrees that the Facility Rate Station charges to District will not be increased due to the Sheriff's decision to move contract or unincorporated County Patrol positions from the Station.

8.5 Field Training Costs. Should District elect to add additional deputy sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. District 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 for the field training costs in conjunction with the rate adjustment billing. Field training costs will not apply to supervisory or classified positions added to the level of service.

8.6 Miscellaneous Costs. There are a number of other service costs that District shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to District and training for personnel requested by District for specialized law enforcement.

## 9. INDEMNIFICATION AND HOLD HARMLESS

9.1 Indemnification by District. District shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from

any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of District, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. District shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by District, District shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes District's indemnification of County. District's obligations hereunder shall be satisfied when District has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe District's obligations to indemnify and hold harmless the County.

9.2 Indemnification by County. County shall indemnify and hold harmless the District, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the District, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of District. County's obligations hereunder shall be satisfied when County has provided to District the appropriate form of dismissal (or similar document) relieving the District from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the District.

## 10. ADMINISTRATION

The District Superintendent/President of District shall administer this Agreement on behalf of District, and the Sheriff shall administer this Agreement on behalf of County.

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**11. 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 District services under this Agreement, as allowed by law. County shall provide District access to appropriate records pertaining to District services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records 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.

**12. 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.

**13. 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:

County

Stan Sniff, Sheriff  
Riverside County Sheriff's Department  
Post Office Box 512  
Riverside, California 92502

District

Mt. San Jacinto Community College  
43200 Business Park Drive  
Temecula, CA 92590  
Attn: Superintendent/President  
Dr. Roger Schultz

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

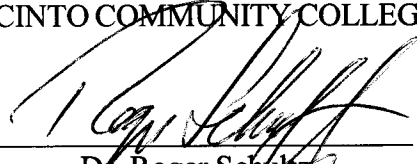
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IN WITNESS WHEREOF, the Mt. San Jacinto Community College District, by minute order or resolution duly adopted by its Board of Trustees, has caused this Agreement to be signed by its Superintendent/President and attested and sealed by its Director, 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.

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Dated: 8/17/15

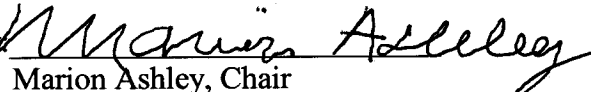
By:   
Dr. Roger Schultz,  
Superintendent/President

ATTEST:

By: \_\_\_\_\_

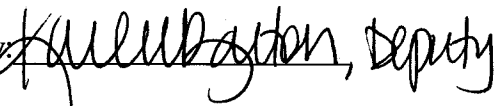
COUNTY OF RIVERSIDE

Dated: AUG 18 2015

By:   
Marion Ashley, Chair  
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: , Deputy

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FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE 8/18/15



**ATTACHMENT A**

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**

**LEVEL OF SERVICE**

**Dedicated Positions**

Four (4) Deputy Sheriff (Intermediate fully Supported) positions

**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:** Ms Miller

**Address:** www.globalharmony.net  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** 3-66

**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.